CITY COUNCIL AGENDA

CITY OF NOVI
Regular City Council Meeting
February 10, 2025 | 7:00 PM
Council Chambers | Novi Civic Center | 45175 Ten Mile Road
(248) 347-0460

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL – Mayor Fischer, Mayor Pro Tem Casey, Council Members Gurumurthy, Heintz, Smith, Staudt, Thomas

APPROVAL OF AGENDA

PUBLIC HEARINGS

PRESENTATIONS

PRESENTATIONS

Presentations from applicants for Boards and Commissions

1. Jeffrey Bowdell

2. Larry Czekaj

3. John E. Enkemann

4. Julie Maday

5. Daniel McNamara

6. Dinesh Seksaria

7. Patrick Torossian

8. Torry Yu

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 Approve a Purchase Agreement to Sell a Portion of Parcel 22-23-151-029 to Novi Industrial, LLC for $68,000 for Placement of a Storage Tower.

2. Consideration of approval of Change Order No. 2 to Ajax Paving Industries, Inc. for construction of an 11 Mile Road Pavement Preservation Overlay, Taft Road to Clark Street.

3. Consideration of approval of the final payments to Asphalt Specialists, Inc. for the 2022 and 2023 Neighborhood Road Program – Asphalt Streets.

4. Consideration of approval to award engineering design services to AECOM for the design of Village Wood Road Reconstruction, Cranbrooke Drive to Haggerty Road.

5. Consideration of approval of the final payment to Pamar Enterprises, Inc. for the Wixom Road Sanitary Sewer Replacement and Wixom/Drakes Bay Lift Station Improvements project.

6. Consideration of a resolution requested by Lake Area Homeowners Association's to participate in the Michigan Department of Natural Resources Goose Nest Destruction Program for Walled Lake and Shawood Lake.

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. Environmental Sustainability Committee - Councilmember Smith

2. Long Range Strategic Planning Committee - Mayor Pro Tem Casey

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:
January 21, 2025 - Special Meeting

January 27, 2025 - Regular Meeting

B. 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.

C. Approval of the final payment to T & M Asphalt Paving, Inc. for the Meadowbrook Commons and Wildlife Woods Pickleball Courts and Parking Lot Expansion project.

D. Approval to purchase 134 rifles plates for the Novi Police Department from On Duty Gear, LLC., through an existing cooperative purchase agreement with North Carolina Sheriff's Association Fire Responder Supplies and Equipment Procurement Program (Contract #NCSA 25-02-0521) in the amount of $47,690 and amend the budget.

E. Approve Miller Canfield as the Bond Counsel Firm and PFM Financial Advisors as the Financial Advisory Services Provider for the Public Safety Facilities Bond subject to final review of the form of agreement by the City Manager's office and City Attorney

F. Consideration to approve Purchase Agreement for the property located at 329 Elm Court, approximately 5.43 acres total, Parcel No. 22-03-477-012, for $210,000, and to amend the budget accordingly.

G. Enter Executive Session immediately following the regular meeting of February 10, 2025, in the Council Annex for the purpose of discussion the acquisition of real estate property and confidential written communication from the City Attorney.

H. Approval of claims and warrants – Warrant 1173

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.

MEMORANDUM

TO: MAYOR FISCHER AND COUNCIL MEMBERS
CC: CORTNEY HANSON, CITY CLERK
FROM: MELISSA MORRIS, DEPUTY CITY CLERK
SUBJECT: APPOINTMENTS FOR BOARDS AND COMMISSIONS
DATE: FEBRUARY 6, 2025

Attached please find applications for the current openings on Boards and Commissions and the current Booklet List.

- Beautification Commission: Christen Pietraz and Laura Williams are not seeking reappointment.
- Economic Development Corporation: Cynthia Grubbs and John Samulak are not seeking reappointment.

In accordance with Council Rules amended in February 2021, all boards and commissions candidates will present to City Council. Please see below for current openings for which candidates are presenting.

City Council Appointments

Board or Commission	Number of openings	Term expiration
Beautification Commission	2 full terms	03/01/2028
Building Authority	1 full term	03/01/2028
Construction Board of Appeals	2 full terms	03/01/2028

Attendance records for those seeking reappointment:

Jeffrey Bowdell (Construction Board of Appeals) – attended 3 of 6 (50%) meetings since his reappointment in 2021.

Larry Czekaj (Building Authority) – has not met in several years.

John E. Enkemann (Construction Board of Appeals) – attended 4 of 6 (67%) meetings since his reappointment in 2021.

Torry Yu (Beautification Commission) – attended 22 of 22 (100%) meetings since March 2022.

Mayoral Appointments

Corridor Improvement Authority **mayoral appointment*	1 partial alternate term	12/31/2027
Economic Development Corporation **mayoral appointment*	4 full terms	03/01/2030

Attendance records for those seeking reappointment:

Julie Maday (Economic Development Corporation) – attended 1 of 2 (50%) meetings since February 2023.

Michael Watza (Economic Development Corporation) – attended 1 of 3 (33%) meetings since January 2023. He has been a member since 2007.

CITY OF NOVI CITY COUNCIL
FEBRUARY 10, 2025

SUBJECT: Consideration to Approve a Purchase Agreement to Sell a Portion of Parcel 22-23-151-029 to Novi Industrial, LLC for $68,000 for Placement of a Storage Tower.

SUBMITTING DEPARTMENT: City Manager

KEY HIGHLIGHTS:

- Temperform, located at 25425 Trans X Road, wishes to install a sand silo/storage tower adjacent to the north end of their building.
- During the initial concept meeting with the applicant, Staff determined that the base of the tower had already been installed, partially on the City's property, and the tower would not be able to be approved as contemplated.
- The applicant asked to purchase a portion of the City's property to facilitate the installation of the tower and has worked with the City Attorney on the necessary documents for the land sale.
- The City Attorney worked with Planning, Assessing, and Parks and Recreation staff to determine a suitable parcel split that will facilitate further development for Temperform, while maintaining access to the City's water tower for service of the cell tower equipment and general maintenance of the water tower.

BACKGROUND INFORMATION:

Novi Industrial, LLC, the owner of the property at 25425 Trans-X Road seeks to purchase an unused portion of the City's Water Tower Park property (Parcel 22-23-151-029) from the City in order to place a sand silo in the area where their tenant, Temperform, has placed a concrete pad under the belief that it was part of the leased parcel. The property in question is the southeast part of the City's Water Tower Park, located at the southeast corner of Novi Road and Trans-X Road. The 0.783 acre-area that is proposed to be purchased does not include the developed portions of the Water Tower Park or the water tower itself. If transferred from the City to Novi Industrial, LLC, access from Trans-X Road to the water tower must be maintained at all times for the City and its agents to obtain access to the Water Tower and improvements in that vicinity.

After meeting with the City and investigating options for relocating the tower to a location on the Temperform/Novi Industrial, LLC site, Temperform determined that placement on the current Temperform site would require variances from the Zoning Board of Appeals. Temperform indicates that even with variances, however, the tower will not fit properly on its own site. So, it has been requested that the City sell a portion of the site to it. Temperform has obtained an appraisal of the portion of the City-owned property, a portion of which is attached. The appraised value of the portion Temperform

wants to purchase is $68,000. The Appraisal was conducted by RS Thomas & Associates, an appraisal firm that has been used by the City for various property acquisitions.

City Staff and consultants visited the site to confirm the location of an Ingress/Egress Easement to be retained by the City to access the base of the City's Water Tower. If the Purchase Agreement is approved by City Council, the City will record the attached Declaration of Ingress and Egress and Utility Easement prior to closing on the sale of the property.

Once the property transfer has taken place, the applicant will need to follow the site plan submittal and review process to seek approval of improvements on the site, including the location of the new sand silo that was initially contemplated. The applicant will need to resolve any remaining concerns regarding the installation of the concrete pad over a recorded sewer easement on the property and may need to request a variance for the height and setback of the silo, following review and approval by the Planning Commission. The initial sketch and staff review letters are attached for reference only.

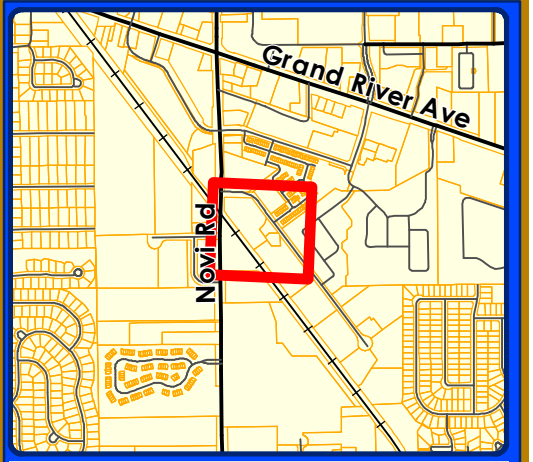
The attached Purchase Agreement was prepared by the City Attorney's Office with minor modifications proposed by the purchaser, The City Attorney's Office has approved the minor revisions.

RECOMMENDED ACTION: Approval of a Purchase Agreement to Sell a Portion of Parcel 22-23-151-029 to Novi Industrial, LLC for $68,000, for the area shown in the attached survey, and to authorize the City Manager to sign the Declaration of Ingress and Egress and Utility Easement, and Purchase Agreement and work with the City Attorney's Office to take all actions necessary to complete closing of the sale so that the applicant may submit for site plan consideration and approval.

LOCATION MAP

Temperform's Request to Purchase part of Water Tower Park

LOCATION



Legend

- City Property
- Subject Property

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

Map Author: J. Gartha
Date: 10/3/24
Project: Water Tower Park
Version #: 1

Feet
0 30 60 120 180

1 inch = 137 feet

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.

PROPOSED PURCHASE AGREEMENT

PURCHASE AGREEMENT

BY SIGNING THIS PURCHASE AGREEMENT (Agreement), **NOVI INDUSTRIAL LLC**, a Michigan limited liability company, whose address is 3410 Belle Chase Way Ste 600., Lansing, MI 48911 (Buyer), and the **CITY OF NOVI**, whose address is 45175 Ten Mile Road, Novi, MI 48375 (Seller), agree to sell and purchase an approximately 0.783 acre portion (the "Property") of the following real estate located in the City of Novi, Oakland County, Michigan, described as follows:

> A Parcel of land being a part of the West ½ of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and being more particularly described as follows:
>
> Commencing at the Northwesterly Corner of said Section 23, thence South 00 degrees 00 minutes 27 seconds West 1654.15 feet (recorded as South 00 degrees 00 minutes 00 seconds East 1653.99 feet); thence South 87 degrees 58 minutes 32 seconds East 60.04 feet to a point on the easterly line of Novi Road, 120 feet wide; thence South 00 degrees 00 minutes 27 seconds West 151.05 feet (recorded as South 00 degrees 00 minutes 00 seconds East 150.95 feet) along said easterly line of Novi Road to its intersection with the northeasterly line of the Chesapeake and Ohio (C & O) Railroad right of way, 100 feet wide; thence South 36 degrees 33 minutes 00 seconds East 384.59 feet along said C & O Railroad right of way to the Point of Beginning of this Parcel; Thence North 54 degrees 08 minutes 30 seconds East 125.50 feet; Thence North 36 degrees 29 minutes 53 seconds West 58.00 feet; Thence North 52 degrees 32 minutes 53 seconds East 195.00 feet to a point on the westerly line of Trans X Road, 60 feet wide; Thence along said Trans X Road South 36 degrees 20 minutes 00 seconds East 6.00 feet; Thence South 19 minutes 07 minutes 05 seconds West 50.75 feet (recorded as South 19 degrees 04 minutes 20 seconds West 50.79 feet); Thence South 25 degrees 00 minutes 22 seconds West 20.03 feet (recorded as South 24 degrees 59 minutes 40 seconds West 20.00 feet); Thence South 32 degrees 47 minutes 58 seconds West 22.01 feet (recorded as South 32 degrees 48 minutes 00 seconds West 22.00 feet); Thence South 44 degrees 33 minutes 05 seconds West 62.31 feet (recorded as South 44 degrees 29 minutes 00 seconds West 62.32 feet); Thence South 36 degrees 33 minutes 00 seconds East 141.40 feet (recorded as 141.20 feet); Thence South 54 degrees 08 minutes 30 seconds West 178.84 feet (178.86 feet recorded), to a point on the easterly line of said C & O Railroad right of way; Thence along said C & O Railroad right of way North 36 degrees 33 minutes 00 seconds West 141.25 feet to the Point of Beginning of this Parcel.

commonly known as 25460 Trans-X Drive, Novi, MI 48376 (the "Seller Parcel"), together with all improvements and appurtenances, with Buyer to pay Sixty-Eight Thousand Dollar ($68,000.00) (the Purchase Price), subject to closing credits and debits and subject to the existing building and use restrictions and easements of record, and zoning ordinances, if any, on the following conditions, subject to reservation of a permanent access easement as set forth in the Declaration of Easement For Ingress and Egress and Utilities, attached in Exhibit A.

CASH SALE

Seller shall convey title to the Property to Buyer by delivery of a warranty deed conveying marketable title (Deed) on tender of the Purchase Price. Payment of the Purchase Price is to be made in cash, bank cashier's check, or wire transfer at the time of closing.

EVIDENCE OF TITLE

As evidence of title, Buyer shall obtain, at Buyer's cost, within ninety (90) days after the Effective Date (as defined below), a commitment to issue ("Title Commitment") an ALTA owner's policy of title insurance in the amount of the Purchase Price ("Title Policy") issued by Title Company, and legible and complete copies of all documents raised in the Title Commitment (collectively, "Schedule B Documents"). The final Title Policy shall show title to the Property as of the date of Closing to be subject only to the Permitted Exceptions, as defined below.

Within sixty (60) days after the Effective Date, Buyer shall obtain, at Buyer's cost, an ALTA survey of the Property ("Survey") prepared by a registered and licensed Michigan surveyor and in a form acceptable for recording with Oakland County, Michigan Register of Deeds to divide the Property from Seller's Parcel.

TITLE OBJECTIONS

For purposes of this Agreement, marketable title shall mean fee simple title free and clear of any and all liens and encumbrances whatsoever, excepting only recorded and enforceable building and use restrictions, public utility easements of record, and zoning ordinances, which shall not constitute title defects or render the title to the Property unmarketable, provided, however, that Buyer, at Buyer's sole option, may elect to accept title in whatever condition it may be in, notwithstanding such condition would not meet the above definition of "marketable title" and, in such event, marketable title shall mean the condition of title which Buyer has elected to accept. If objection to the title is made in the commitment for title insurance or based on a written opinion of Buyer's attorney that the title is not in the condition required for performance of this Agreement, Seller, at Seller's sole option, shall have thirty (30) days from the date Seller is notified in writing of the particular defects claimed, either (1) to fulfill the requirements in the commitment or to remedy the title defects set forth in Buyer's attorney's opinion or (2) to refund the deposit in full termination of this Agreement. If Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment, or endorsement to commitment, Buyer agrees to complete the sale within fourteen (14) days of receipt of a revised commitment or endorsement to commitment, subject to any other contingency contained in this Agreement. If, after reasonable efforts, Seller is unable to furnish satisfactory title within the time specified, the deposit shall be immediately refunded to Buyer in full termination of this Agreement, unless Buyer elects to proceed with the sale accepting such title as Seller is able to convey.

EARNEST MONEY DEPOSIT

On the Effective Date (as defined below) of this Agreement, Buyer shall make an earnest

money deposit of Five Thousand Dollars ($5,000.00) which shall be held by the Title Company and which shall be applied toward the Purchase Price at closing if the sale is consummated.

TAXES AND PRORATED ITEMS

All taxes and assessments which have become a lien on the Property as of the date of closing shall be paid by Seller, except that: (a) all current property taxes shall be prorated and adjusted between Seller and Buyer as of the date of closing on a due-date basis, without regard to lien date, as if paid prospectively (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 shall be treated as if paid for the period December 1 through the following November 30); and (b) Buyer shall be responsible for the payment of all property taxes falling due after the date of closing without regard to lien date. Capital or lateral charges and special assessments which have become a lien on the Property shall be paid in full by Seller on or before closing. Capital or lateral charges and special assessments which have not become a lien on the Property shall be paid by Buyer either in full at closing, or, if applicable, in installments, and Seller shall pay all association dues, if any, during any post-closing occupancy period to the date of delivery of possession to Buyer. Buyer shall pay the cost of all utilities and service charges for the entire Property through and including the date of transfer of possession and occupancy to Buyer, if any.

CLOSING

Closing shall take place at the office of the Title Company or at the Seller's offices. If the closing takes place anywhere other than at the office of the Title Company, Buyer shall arrange for a Title Company representative with authority to update and mark up the commitment for title insurance as required under this Agreement to be present at the closing. If title can be conveyed in the condition required under this Agreement and all contingencies have been satisfied or waived, closing shall take place on a date and time as is mutually agreeable to the parties and as dictated by the ability and availability of Buyer's lender, if any, to close, provided, however, that closing shall occur not later than September 30, 2024. Buyer shall provide a complete package of every document (other than loan documents) to be executed by Seller to Seller's attorney at least 48 hours before closing.

PAYMENT OF FEES, CLOSING COSTS, ETC.

Buyer shall pay all closing fees and all costs associated with recording the required Deed and any loan documents. The parties agree that the Title Company shall prepare the required Deed and closing documents necessary to complete this transaction, that the Title Company shall conduct the closing, and that the cost of same, together with any settlement, document preparation, or disbursement fee, shall be borne by Buyer. Buyer shall also pay the required transfer tax, the cost of an owner's commitment and policy of title insurance, and recording fees relative to the discharge of Seller's mortgage, if any. At closing, the parties shall execute closing statements prepared by the Title Company and all income or other tax reporting documents as required by the Title Company. Buyer shall pay at closing $1000.00 toward the cost of preparation and review of this Agreement and any closing documents by Seller's attorney.

BUYER'S CONTINGENCIES

Buyer's obligations under this Agreement shall be contingent on the following:

Survey. At Buyer's sole option and expense, Buyer obtaining a survey (of any type, e.g., mortgage report, ALTA/ASCM survey with any Table A options Buyer desires) of the Property within sixty (60) days after the Effective Date (as defined below). If Buyer is not satisfied with the results of the survey for any reason related to title, marketability, or Buyer's use of the Property, or if, for any reason, the survey is insufficient to cause the survey exception to be deleted from the standard exceptions to the policy of title insurance, Buyer shall so notify Seller in writing within seven (7) business days after the expiration of the sixty (60) day survey period. On receipt of written notice of same, Seller shall immediately refund to Buyer all sums deposited by Buyer and this Agreement shall be terminated and of no further force and effect. If no written objection is made by Buyer within the stated period, this survey contingency shall be deemed to be waived by Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

Environmental Contamination. Seller has advised Buyer and Buyer acknowledges that parts of the Seller Parcel appears to and likely contains hazardous materials in excess of the residential clean-up criteria and the Property is therefore a "facility" under applicable Environmental Protection Laws. Seller, in connection with its acquisition of the Seller Parcel, had a Baseline Environmental Assessment ("BEA") undertaken at Seller's expense. A copy of the Seller's BEA has been provided to Buyer, as have the related Phase I and Phase II Environmental Site Assessments. Seller makes no other representations with regard to the environmental condition of the Property, and expressly disclaims any warranties, covenants, or guarantees, whether express or implied, regarding the environmental condition of the Property. Buyer's obligation to purchase any or all of the Property is subject to and contingent upon Buyer's satisfaction that the Property can be feasibly and economically used for the intended uses with any environmental remediation deemed necessary by Buyer, in its sole and absolute discretion.

Access. Seller agrees to grant access to the Property to Buyer and its agents, employees, licensees, contractors, architects, engineers, and authorized representatives at all reasonable times prior to Closing for the purpose of conducting Buyer's tests, studies and investigations authorized under this Agreement.

(1) **Disclaimer and Release**. The Closing of the transaction contemplated by this Agreement shall constitute Buyer's acceptance of the Property in its present environmental condition and physical condition on an "as is," "where is," and "with all faults and defects" basis, regardless of how such faults and defects were caused or created (by the negligence, actions, omissions, or fault of Seller or otherwise), and Buyer acknowledges that without this acceptance, this sale by Seller would not be made, and the Seller shall not be under any obligation whatsoever to undertake any improvement, repair, modification, alteration, remediation, or other work of any kind regarding any of the Property.

Seller is expressly released by Buyer and its successors and assigns from any and all responsibilities, liabilities, obligations, and claims of Buyer known and unknown, whether based on negligence, strict liability, or otherwise, arising under Environmental Protection Laws, common law, or any other legal requirement, including any obligations to take the Property back or reduce the purchase price and any actions for contribution, indemnity, or to improve, repair, or otherwise modify the physical condition of the Property, that Buyer or its successors or assigns may have against Seller, based in whole or in part on the presence of hazardous materials or other environmental contamination on, at, under, or emanating from the Property or arising from the Environmental Condition or physical condition of the Property, regardless of how caused or created (by the negligence, actions, omissions, or fault of Seller, pursuant to any statutory scheme of strict liability, or otherwise). Buyer further acknowledges that the provisions of this disclaimer have been fully explained to Buyer and that it fully understands and accepts the same as a condition to proceeding with this transaction. Buyer acknowledges that Seller's employees, agents, or representatives have not made any statements or representations contrary to the provisions of this section. In entering into and performing this Agreement, Buyer has relied, and will rely, solely on its independent investigation of and judgment regarding the Property and its value.

(2) **Indemnification of Seller by Buyer**. From and after Closing, to the fullest extent permitted by law, Buyer agrees to indemnify and hold harmless Seller and its elected and appointed officials, employees, and agents from and against any and all losses, liabilities, claims, strict liability claims, lawsuits, fines, penalties, judgments, expenses (including, but not limited to, reasonable attorney fees), environmental abatement, investigation, remediation and cleanup costs, and damages in connection with personal injuries, death, or damage to property or the environment (a) relating or pertaining to any Environmental Condition in, on, or emanating from the Property, or any Environmental Claim, regardless of whether such Environmental Condition or Environmental Claim arises or is asserted pre-closing or post-closing, and/or (b) arising after Closing from Buyer's possession, use, or operation of the Property, regardless of whether such injuries/death/damage are caused by or arise from a third party's negligence, actions, or omissions.

For purposes of this Agreement, the following terms shall be defined as follows:

(i) "Environmental Condition" means any condition or conditions affecting or relating to the air, soil, groundwater, or surface water at or about the Property and any failure to comply with governmental requirements, including Environmental Protection Laws, relating to such condition or conditions, which could or does require remediation, including abatement, investigation, containment, or removal and/or which could result in Environmental Claim(s).

(ii) "Environmental Claim(s)" means all claims, causes of action, liabilities, damages, losses, costs, or expenses (including reasonable attorney and environmental consultant fees) relating to the prevention, abatement, investigation, remediation, release, or elimination of pollution or contamination, the violation of Environmental Protection Laws, or the application of Environmental Protection Laws pertaining to the condition of the Property and the migration of existing pollution onto or under other property. Environmental Claim(s) includes claims arising from application of Environmental Protection Laws to the condition of the Property, as well as

any and all claims by third parties and by governmental or quasigovernmental entities no matter how such claims arise.

(iii) "Environmental Protection Laws" mean any and all current or future laws, statutes, rules, regulations, and judicial interpretations of the United States, of any state or local government, or of any other governmental or quasigovernmental authority having jurisdiction that relate to the prevention, abatement, investigation, remediation, or elimination of pollution and/or protection of the environment, including but not limited to those federal statutes commonly known as the Solid Waste Disposal Act of 1970, as amended; the Resource Conservation and Recovery Act of 1976, as amended; the Clean Water Act, as amended; the Clean Air Act, as amended; the Safe Drinking Water Act, as amended; the Migratory Bird Treaty Act, as amended; the Toxic Substances Control Act, as amended; and the Hazardous Materials Transportation Act, as amended; together with any and all other applicable federal, state, and local statutes, laws, rules, and regulations serving any similar or related purpose**.**

Suitability for purpose. Buyer's receipt, at Buyer's sole option and expense, within sixty (60) days after receipt of an accepted copy of this Purchase Agreement from Seller, of satisfactory soil borings and other tests, information, and reports of consultants indicating that the Property is, in the Buyer's sole opinion, suitable for the Buyer's intended use of and improvements to the Property. If Buyer, in Buyer's sole discretion, is not satisfied with the results of such inspections, borings, tests, reports, or other information for any reason, Buyer shall so notify Seller in writing within fourteen (14) days after the expiration of the sixty (60) day inspection period. In the event that such inspections, borings, tests, reports, or other information are not satisfactory to Buyer, upon written notice of same to Seller, Buyer shall be immediately refunded all sums deposited by Buyer hereunder and this Agreement shall be terminated and of no further force and effect. If no written objection is made by the Buyer within the stated period, this contingency shall be deemed to be waived by the Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

Seller shall not be liable for any damage, loss, or injury caused by or resulting from any action or nonaction of Buyer due to its inspection of the Property. Buyer shall indemnify and hold Seller harmless from any damage, loss, or injury, including, without limitation, costs and expenses of investigating, defending, and settling or litigating any claim, including reasonable attorney fees, arising out of Buyer's (or Buyer's representatives, agents, employees, associates, and divisions) presence on the Property before the closing date. On completion of all inspections and evaluations by Buyer, Buyer shall return the Property to its prior condition if the closing on this Property does not take place for any reason and will provide Seller with copies of any documentation relating to the results of Buyer's inspection of the Property.

SELLER'S REPRESENTATIONS

Buyer acknowledges that Seller has never lived at or on the Property and has no personal knowledge as to the condition or status of the Property.

Seller represents to Buyer as follows:

To the best of Seller's knowledge, there is no pending litigation affecting all or any part of the Property, or Seller's interest in it.
Seller will transfer all division rights available to Buyer with the Deed.

POSSESSION/RIGHT OF OCCUPANCY

Buyer shall be entitled to possession of the Property at the time of closing.

LEGAL DESCRIPTION

Buyer and Seller acknowledge and agree that the legal description for the Property attached hereto is a close approximation, and that the final legal description in the Warranty Deed shall be that as set forth in the commitment for title insurance to be obtained by Buyer pursuant to the Agreement.

BROKER

The services of a Broker have not been retained in this transaction. Seller shall have no responsibility, liability, or obligation with regard to the payment of a commission or other compensation to a Broker.

EXPIRATION

It is contemplated, but not required, that this Agreement will be signed by the Buyer first, with the Earnest Money Deposit given to the Title Company. In such event, Seller shall have five (5) business days from the date of receipt of the Agreement after it has been executed by Buyer to accept and deliver a countersigned original of this Agreement to Buyer or Title Company; otherwise this Agreement shall constitute an expired offer to purchase and the Earnest Money Deposit shall be immediately returned to the Buyer.

TIME IS OF THE ESSENCE

At all times under this agreement where certain time constraints are set forth, the parties have agreed that TIME IS OF THE ESSENCE and that no extensions of said time limits are expected or agreed to unless specifically agreed to in writing.

RISK OF LOSS

Seller and Buyer agree that the Michigan Uniform Vendor and Buyer Risk Act (MCLA § 565.701, et seq.) shall be applicable to this Agreement, except that Buyer shall have the sole uncontrolled discretion to determine and define what constitutes "material" damage or destruction.

DUE ON SALE

Seller understands that consummation of the sale or transfer of the Property described in this Agreement shall not relieve the Seller of any liability that Seller may have under the mortgage(s) to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation.

BUYER'S DEFAULT

In the event of material default by the Buyer under this Agreement, Seller may, as Seller's sole option, declare a forfeiture hereunder and retain the deposit as liquidated damages.

SELLER'S DEFAULT

In the event of material default by Seller under this Agreement, buyer will be entitled to an immediate refund of the entire deposit in full termination of this Agreement plus reimbursement of Buyer's expenses incurred in obtaining a title insurance commitment as its sole remedy.

CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to Agreements made and to be performed in that State. Should any court action be commenced at any time involving or concerning this Agreement, the parties hereto consent and agree to jurisdiction and venue being in the State of Michigan Circuit Court in Oakland County. The agreement of the parties in this paragraph shall survive the Closing of this transaction.

LEGAL DOCUMENT; INTERPRETATION

This is a legal and binding document, and both Buyer and Seller acknowledge that they have been advised to consult an attorney to protect their interests in this transaction. Where the transaction involves financial and tax consequences, the parties acknowledge that they have been advised to seek the advice of their accountant or financial adviser. No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

NOTICES

All notices and demands required or permitted under this agreement shall be in writing and shall be served personally or by postage prepaid United States first class, certified (return receipt requested), or registered mail, addressed to the party at the address indicated on page 1 hereof or to such other place as may be designed by notice given in accordance with this section. It is agreed to by the parties that offers, acceptances and notices required hereunder may, but are not required to, be delivered by email (email) copy to the parties or their agents provided a hard copy (originally signed copy) is mailed or delivered in a timely manner. If faxed, the date and time of the receipt of the an email shall be the date and time of said offer, acceptance or notice.

If not emailed, notice shall be deemed to have been given on the earlier of (a) the date of personal delivery, (c) the date when received, or (c) one (1) day after mailing if mailed in the State of Michigan.

GRAMMAR AND HEADINGS

Whenever words herein are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Agreement that are singular shall be read as plural whenever the latter would so apply and vice versa. The headings contained herein are for the convenience of the parties and are not to be used in construing the provisions of this Agreement.

BINDING EFFECT

The covenants, representations and agreements herein are binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns, and shall survive the Closing where indicated.

DATE OF EXECUTION

The Effective Date of this Agreement shall be the date on which the last person to sign this document (in its final form) shall have signed the document. In the event the parties fail to insert the date of execution beneath their signatures below, then the date of execution shall be the date on which Seller actually signed the document. **IT IS THEREFORE VERY IMPORTANT FOR EACH PERSON SIGNING THIS DOCUMENT TO PLACE THE DATE OF SIGNING IN THE SPACE PROVIDED BELOW THEIR SIGNATURE.**

ENTIRE AGREEMENT/WRITTEN AGREEMENTS ONLY

This Agreement contains the entire agreement between Seller and Buyer. There are no agreements, representations, statements, or understandings which have been relied on by Seller or Buyer which are not stated in this Agreement. IT IS THE PARTIES' INTENT IN THEIR DEALINGS THAT IF IT IS NOT IN WRITING, IT IS NOT ENFORCEABLE. This Agreement (and written and signed addenda, if any) cannot be modified, altered, or otherwise amended without a writing being duly signed or initialed, as the case may be, by both Seller and Buyer. The parties agree that facsimile signatures and duly initialed changes are legally enforceable provided the applicable writing contains such signature or initials of all parties to this Agreement.

COUNTERPARTS

Execution and delivery of this Agreement by exchange of electronically scanned and emailed copies bearing the manual signature or electronic signature of a party shall constitute a valid and binding signature. Delivery of this Agreement may be by electronic means such as e-mail or pdf which shall have the same effect as if delivered with original signatures.

ACCORDINGLY, Seller and Buyer have executed this Purchase Agreement as of the date written below.

NOVI INDUSTRIAL LLC, a Michigan limited liability company

_____
By:
Its:
Dated: _____, 2025

CITY OF NOVI

_____
By: Justin Fisher
Its: Mayor
Dated: _____, 2025

_____
By: Cortney Hanson
Its: Clerk
Dated: _____, 2025

DECLARATION OF EASEMENT FOR
INGRESS AND EGRESS

DECLARATION OF EASEMENT FOR INGRESS AND EGRESS AND UTILITIES

THIS DECLARATION OF EASEMENT made this _____day of _____, 20__, by the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter referred to as "City"), being owner of Parcel A described in the attached and incorporated, Exhibit A, (hereinafter referred to as the "Water Tower Property").

RECITALS:

A. The City owns the Water Tower Property, described on the attached and incorporated Exhibit A.
B. Novi Industrial has requested to purchase a portion of the Water Tower Property to install a sand silo necessary to operate its business on adjacent property. The portion of the Water Tower Property that Novi Industrial has proposed to purchase is described on the attached and incorporated Exhibit B, and will be (hereinafter referred to as the "Silo Property"). The City currently owns the Silo Property.
C. Additionally, a portion of Novi Industrial's driveway and parking lot is on the Silo Property, and will be included in the sale of the Silo Property to Novi Industrial.
D. The City requires permanent access over, across, and through the driveway and parking lot on the Silo Property to access, operate, maintain repair and replace its Water Tower.
E. Additionally, the City has entered into a cell tower lease for facilities constructed on or near the base of its water tower to be owned, operated and maintained by a third party wireless service provider.
F. The third party wireless service provider will require access over, across and through the Silo Property to access, operate, maintain, repair and replace its wireless facilities.
G. The City hereby reserves an access easement, across, under and through the driveway and parking lot area of the Silo Property as shown on the attached and incorporated Exhibit C (the "Access Easement"), subject to the terms and conditions set forth in this Declaration.

The terms of this Declaration are as follows:

1. **Grant**. The City in consideration of One ($1.00) does hereby reserve and grant, on behalf of itself, it heirs, successors, assigns and transferees, a private, non-

exclusive, perpetual easement for purposes of providing vehicular ingress, egress, circulation and utilities over and through the Ingress/Egress Easement Area on Parcel B for the benefit of Parcel A, which easement is described and depicted, as stated in the attached and incorporated Exhibit C (hereinafter referred to as the "Easement Area").This Easement Area is for the benefit of the Water Tower Property described in the attached and incorporated Exhibit A (hereinafter referred to as the "Benefitting Property"), and all heirs, successors, assigns and transferees of the Benefitting Property and the City of Novi (hereinafter known as the "Beneficiaries").

2. **Interest in realty.** This Agreement is made to establish certain easements, covenants, conditions, and restrictions, to run with the land, be an interest in realty, and be binding on and inure to the benefit of, and burden, the owners and occupiers of the Silo Property and the Water Tower Property and its respective transferees, successors, and assigns.

3. **Cross-easement for utilities, drives and roadways.** The City declares and establishes the following easements in the location shown on the attached and incorporated Exhibit B:

a) A perpetual nonexclusive easement for the passage and ingress and egress of motor vehicles and non-motorized vehicles, over, across, and through the Silo Property, and of pedestrians on all the driveways, parking areas, and sidewalks constructed within the Easement Area. This Easement shall be for the benefit and use of the City, utility providers as authorized by the City, and their successors, assigns and transferees.

b) A perpetual nonexclusive easement for utilities as authorized by the City, over, across, and through the Silo Property.

4. **Insurance.** The City and Novi Industrial, its successors, assigns and transferees, shall maintain liability insurance as part of its owner's policy for its property to cover any liabilities that arise as a result of the use of the Easement Area by either party.

5. **Construction.** All construction, maintenance, repair or replacement of the driveways, parking lot or any other improvement within the Easement Area on the Silo Property shall be done in a manner to avoid unreasonable interference with the use of the Easement Area. All construction activities shall be in compliance with all applicable laws, rules, regulations, orders, and ordinances of the city, county, state, and federal government and any department or agency of

those entities having jurisdiction. Any and all proposed changes to the layout of the driveway or parking lot areas within the Easement Area shall require review and approval by the City, in accordance with the Site Plan and Development Manual and applicable City Ordinances, including all timing requirements, to ensure that continuous access to the City's water tower and any authorized utility installations is maintained. All storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the Silo Property outside of the Easement Area and all laborers, suppliers, contractors, and others connected with the construction activities shall park their vehicles outside of the Easement Area if not within a designated parking spot in the parking lot.

6. **Maintenance.** The Easement Area shall be maintained by Novi Industrial and its successors, assigns or transferees in perpetuity so that it continues to function as intended. Novi Industrial and its successors, assigns and transferees shall also be responsible for the maintenance, repair, and replacement of all underground utility lines, driveways, access roads, and sidewalks on the Silo Property and shall be responsible for scheduling all maintenance and repair such as road sweeping, repair of cracks or potholes, replacement of the road or driveway surface, and snowplowing, at its own expense. Novi Industrial or its successors, assigns and transferees shall provide at least 60-days prior written notice to the City in the event of maintenance or repair, except with respect to an emergency repair.

7. **Enforcement**. In the event that there are any violations in the terms of this Declaration, and/or in the event of a failure to preserve and/or maintain the Easement Area or improvements within the Easement Area, in reasonable order and condition, the City may serve written notice upon Novi Industrial or the then current owner of the Silo Property setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing the owner of the parcel an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Silo Property and Easement Area, or cause its agents or contractors to enter the Silo Property and Easement Area and perform such obligation or take such corrective

measures as reasonably found by the City to be appropriate or necessary with respect to Easement Area as described and depicted in Exhibit B, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by UPH within thirty (30) days of a billing to the owner of the Silo Property All unpaid amounts may be placed on the delinquent tax roll of the City as to the owner of the Silo Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the owner of the Silo Property, and, in such event, the owner of the Silo Property shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

8. **Indemnification.** Novi Industrial and its successors, assigns and transferees agrees to indemnify and hold the City harmless from any and all claims, debts, causes of actions, or judgments for any damage to any property or injury to any person that may arise out of any of Novi Industrial's members or managers' actions within, use of, or around the Easement, by themselves, their agents, employees, representatives, and contractors. This provision shall survive the termination of this Agreement.

9. **Notice.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission that provides evidence of receipt and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement.

10. **Severability.** If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11. **Jurisdiction and venue.** Any disputes under this conveyance shall be subject to the laws of the state of Michigan and venue for any disputes shall lie in Oakland County, Michigan.

12. **Exhibits.** The following exhibits are attached to and are a part of this Agreement:

a) Exhibit A—The Water Tower Property

b) Exhibit B—Silo Property

c) Exhibit C—Easement Area

Effective date. The Declaration shall be effective as of the day and year first above written and sale of the Silo Property shall be subject to this Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has affixed _____ signature this day of _____ A.D., 20___.

DECLARANT:
CITY OF NOVI, a Michigan municipal corporation

By:_____
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this _____ day of _____, A.D., 20__, before me, personally appeared the above named _____, the _____ of _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as _____free act and deed.

_____
Notary Public
Acting in _____County, MI
My commission expires: _____

THIS INSTRUMENT DRAFTED BY: ELIZABETH KUDLA SAARELA ROSATI, SCHULTZ, JOPPICH, & AMTSBEUCHLER P.C. 27555 EXECUTIVE DRIVE, SUITE 250 FARMINGTON HILLS, MI 48331-5627 Tax Identification Number: _____	WHEN RECORDED, RETURN COPY TO: CORTNEY HANSON, CLERK CITY OF NOVI 45175 TEN MILE RD NOVI, MI 48334

EXHIBIT A

T1N, R8E, SEC 23 PART OF NW 1/4 BEG AT PT DIST S 1653.99 FT & S 87-58-32 E 60.04 FT FROM NW SEC COR, TH S 87-58-32 E 296.24 FT, TH S 36-20-00 E 267.70 FT, TH S 19-04-20 W 50.79 FT, TH S 24-59-40 W 20 FT, TH S 32-48-00 W 22 FT, TH S 44-28-00 W 62.32 FT, TH S 36-33-00 E 141.20 FT, TH S 54-08-00 W 178.86 FT, TH N 36-33-00 W 525.91 FT, TH N 150.95 FT TO BEG 3.64 A

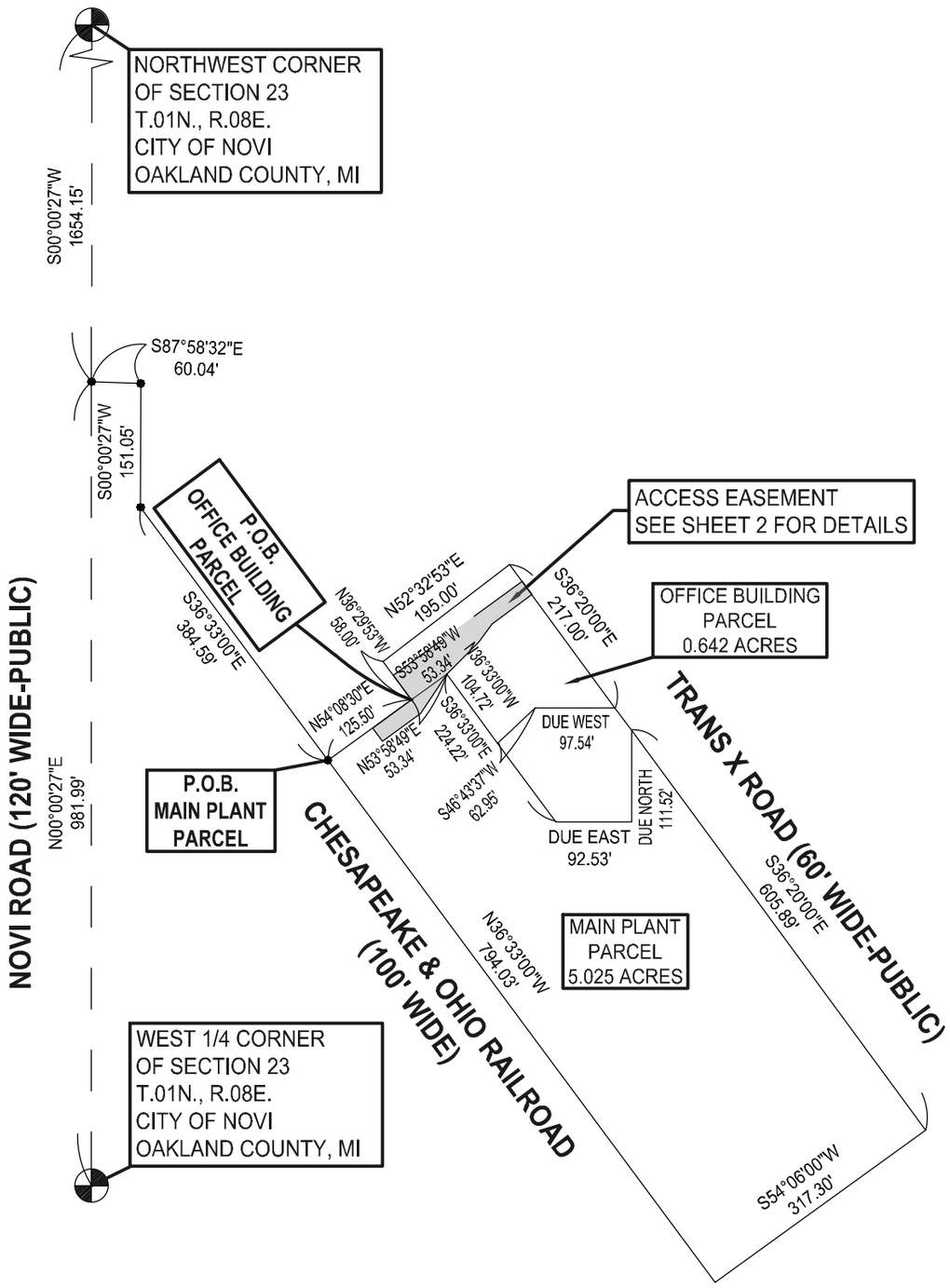
EXHIBIT B

A Parcel of land being a part of the West ½ of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and being more particularly described as follows:

Commencing at the Northwesterly Corner of said Section 23, thence South 00 degrees 00 minutes 27 seconds West 1654.15 feet (recorded as South 00 degrees 00 minutes 00 seconds East 1653.99 feet); thence South 87 degrees 58 minutes 32 seconds East 60.04 feet to a point on the easterly line of Novi Road, 120 feet wide; thence South 00 degrees 00 minutes 27 seconds West 151.05 feet (recorded as South 00 degrees 00 minutes 00 seconds East 150.95 feet) along said easterly line of Novi Road to its intersection with the northeasterly line of the Chesapeake and Ohio (C & O) Railroad right of way, 100 feet wide; thence South 36 degrees 33 minutes 00 seconds East 384.59 feet along said C & O Railroad right of way to the Point of Beginning of this Parcel; Thence North 54 degrees 08 minutes 30 seconds East 125.50 feet; Thence North 36 degrees 29 minutes 53 seconds West 58.00 feet; Thence North 52 degrees 32 minutes 53 seconds East 195.00 feet to a point on the westerly line of Trans X Road, 60 feet wide; Thence along said Trans X Road South 36 degrees 20 minutes 00 seconds East 6.00 feet; Thence South 19 minutes 07 minutes 05 seconds West 50.75 feet (recorded as South 19 degrees 04 minutes 20 seconds West 50.79 feet); Thence South 25 degrees 00 minutes 22 seconds West 20.03 feet (recorded as South 24 degrees 59 minutes 40 seconds West 20.00 feet); Thence South 32 degrees 47 minutes 58 seconds West 22.01 feet (recorded as South 32 degrees 48 minutes 00 seconds West 22.00 feet); Thence South 44 degrees 33 minutes 05 seconds West 62.31 feet (recorded as South 44 degrees 29 minutes 00 seconds West 62.32 feet); Thence South 36 degrees 33 minutes 00 seconds East 141.40 feet (recorded as 141.20 feet); Thence South 54 degrees 08 minutes 30 seconds West 178.84 feet (178.86 feet recorded), to a point on the easterly line of said C & O Railroad right of way; Thence along said C & O Railroad right of way North 36 degrees 33 minutes 00 seconds West 141.25 feet to the Point of Beginning of this Parcel. Said Parcel containing 0.786 acres, more or less.

EXHIBIT C

EXHIBIT 'C'
ACCESS EASEMENT



REFERENCE DOCUMENT

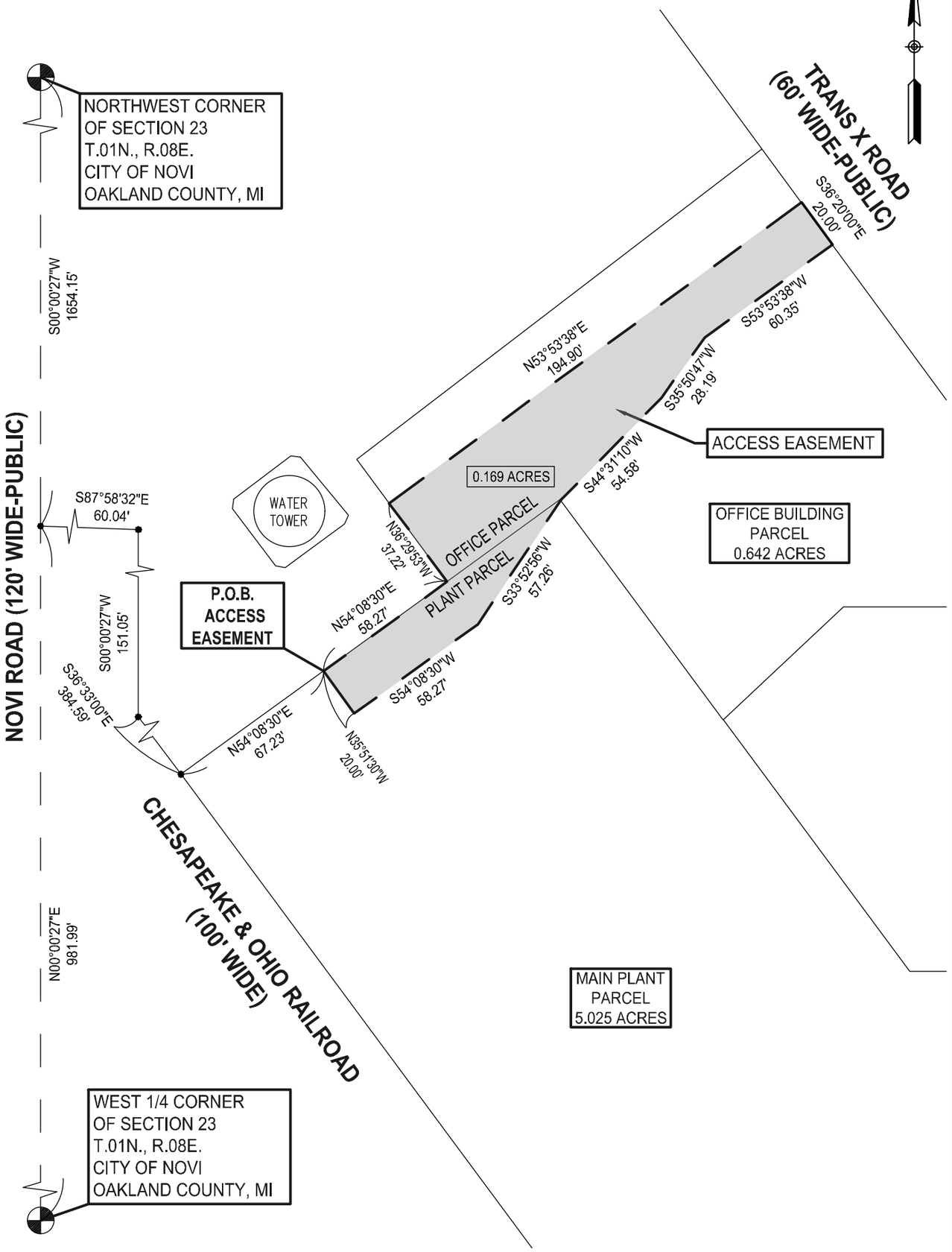
EASEMENT IS BASED ON SURVEY BY GEORGE JEROME & CO.,
JOB No. 26-598, DATED 10-16-2024.

SPALDING DeDECKER
Engineers | Surveyors
905 South Blvd. East
Rochester Hills, MI 48307
Phone: (248) 844-5400
Fax: (248) 844-5440
www.sda-eng.com

DRAWN: S.BROWN	DATE: 11-26-24
CHECKED: K.SIROIS	DATE: 11-26-24
MANAGER: M.DeDECKER	SCALE: 1" = 200'
JOB No. NV17-018	SHEET: 1 OF 3
SECTION 23 TOWN 01 NORTH RANGE 08 EAST	
CITY OF NOVI	OAKLAND COUNTY, MI

Plotted: Nov 26, 2024, 11:48 AM by user: 510 – Saved: 11/26/2024 by user: 510
J:\NV\Design\NV17018-Former Rainbow Coatings Parcel ALTA\DWG\NV17018EAS-OA.dwg

EXHIBIT 'C'
ACCESS EASEMENT



REFERENCE DOCUMENT

EASEMENT IS BASED ON SURVEY BY GEORGE JEROME & CO.,
JOB No. 26-598, DATED 10-16-2024.

SPALDING DeDECKER
Engineers | Surveyors
905 South Blvd. East
Rochester Hills, MI 48307
Phone: (248) 844-5400
Fax: (248) 844-5440
www.sda-eng.com

DRAWN: S.BROWN	DATE: 11-26-24
CHECKED: K.SIROIS	DATE: 11-26-24
MANAGER: M.DeDECKER	SCALE: 1" = 50'
JOB No. NV17-018	SHEET: 2 OF 3
SECTION 23 TOWN 01 NORTH RANGE 08 EAST	
CITY OF NOVI	OAKLAND COUNTY, MI

Plotted: Nov 26, 2024, 11:49 AM by user: 510 – Saved: 11/26/2024 by user: 510
J:\NV\Design\NV17018-Former Rainbow Coatings Parcel ALTA\DWG\NV17018EAS-02.dwg

FURNISHED LEGAL DESCRIPTIONS

RESULTING MAIN PLANT PARCEL

A PARCEL OF LAND BEING A PART OF THE WEST ½ OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID SECTION 23, THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 1654.15 FEET (RECORDED AS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 1653.99 FEET); THENCE SOUTH 87 DEGREES 58 MINUTES 32 SECONDS EAST 60.04 FEET TO A POINT ON THE EASTERLY LINE OF NOVI ROAD, 120 FEET WIDE; THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 151.05 FEET (RECORDED AS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 150.95 FEET) ALONG SAID EASTERLY LINE OF NOVI ROAD TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF THE CHESAPEAKE AND OHIO (C & O) RAILROAD RIGHT OF WAY, 100 FEET WIDE; THENCE SOUTH 36 DEGREES 33 MINUTES 00 SECONDS EAST 384.59 FEET ALONG SAID C & O RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING OF THIS PARCEL;

THENCE NORTH 54 DEGREES 08 MINUTES 30 SECONDS EAST 125.50 FEET; THENCE NORTH 53 DEGREES 58 MINUTES 49 SECONDS EAST 53.34 FEET; THENCE SOUTH 36 DEGREES 33 MINUTES 00 SECONDS EAST 224.22 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 92.53 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 111.52 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TRANS X ROAD, 60 FEET WIDE; THENCE ALONG SAID SOUTHWESTERLY LINE OF TRANS X ROAD, SOUTH 36 MINUTES 20 MINUTES 00 SECONDS EAST 605.89 FEET; THENCE SOUTH 54 DEGREES 06 MINUTES 00 SECONDS WEST 317.30 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID C & O RAILROAD RIGHT OF WAY, 100 FEET WIDE; THENCE ALONG SAID C & O RAILROAD RIGHT OF WAY, NORTH 36 DEGREES 33 MINUTES 00 SECONDS WEST 794.03 FEET TO THE POINT OF BEGINNING OF THIS PARCEL.

SAID PARCEL CONTAINING 5.025 ACRES, MORE OR LESS.

RESULTING OFFICE BUILDING PARCEL

A PARCEL OF LAND BEING A PART OF THE WEST ½ OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, AND

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID SECTION 23, THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 1654.15 FEET (RECORDED AS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 1653.99 FEET); THENCE SOUTH 87 DEGREES 58 MINUTES 32 SECONDS EAST 60.04 FEET TO A POINT ON THE EASTERLY LINE OF NOVI ROAD, 120 FEET WIDE; THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 151.05 FEET (RECORDED AS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 150.95 FEET) ALONG SAID EASTERLY LINE OF NOVI ROAD TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF THE CHESAPEAKE AND OHIO (C & O) RAILROAD RIGHT OF WAY, 100 FEET WIDE; THENCE SOUTH 36 DEGREES 33 MINUTES 00 SECONDS EAST 384.59 FEET ALONG SAID C & O RAILROAD RIGHT OF WAY; THENCE NORTH 54 DEGREES 08 MINUTES 30 SECONDS EAST 125.50 FEET TO THE POINT OF BEGINNING OF THIS PARCEL;

THENCE NORTH 36 DEGREES 29 MINUTES 53 SECONDS WEST 58.00 FEET; THENCE NORTH 52 DEGREES 32 MINUTES 53 SECONDS EAST 195.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TRANS X ROAD, 60 FEET WIDE; THENCE ALONG SAID SOUTHWESTERLY LINE OF TRANS X ROAD, SOUTH 36 MINUTES 20 MINUTES 00 SECONDS EAST 217.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 97.54 FEET; THENCE SOUTH 46 DEGREES 43 MINUTES 37 SECONDS WEST 62.95 FEET; THENCE NORTH 36 DEGREES 33 MINUTES 00 SECONDS WEST 104.72 FEET; THENCE SOUTH 53 DEGREES 58 MINUTES 49 SECONDS WEST 53.34 FEET TO THE POINT OF BEGINNING OF THIS PARCEL.

SAID PARCEL CONTAINING 0.642 ACRES, MORE OR LESS.

PROPOSED ACCESS EASEMENT

A PARCEL OF LAND BEING A PART OF THE WEST 1/2 OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID SECTION 23, THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 1654.15 FEET; THENCE SOUTH 87 DEGREES 58 MINUTES 32 SECONDS EAST 60.04 FEET TO A POINT ON THE EASTERLY LINE OF NOVI ROAD, 120 FEET WIDE; THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 151.05 FEET ALONG SAID EASTERLY LINE OF NOVI ROAD TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF THE CHESAPEAKE AND OHIO (C & O) RAILROAD RIGHT OF WAY, 100 FEET WIDE; THENCE SOUTH 36 DEGREES 33 MINUTES 00 SECONDS EAST 384.59 FEET ALONG SAID C & O RAILROAD RIGHT OF WAY; THENCE NORTH 54 DEGREES 08 MINUTES 30 SECONDS EAST 67.23 FEET TO THE POINT OF BEGINNING OF THIS ACCESS EASEMENT;

THENCE NORTH 54 DEGREES 08 MINUTES 30 SECONDS EAST 58.27 FEET; THENCE NORTH 36 DEGREES 29 MINUTES 53 SECONDS WEST 37.22 FEET; THENCE NORTH 53 DEGREES 53 MINUTES 38 SECONDS EAST 194.90 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TRANS X ROAD, 60 FEET WIDE; THENCE ALONG SAID SOUTHWESTERLY LINE OF TRANS X ROAD, SOUTH 36 MINUTES 20 MINUTES 00 SECONDS EAST 20.00 FEET; THENCE SOUTH 53 DEGREES 53 MINUTES 38 SECONDS WEST 60.35 FEET; THENCE SOUTH 35 DEGREES 50 MINUTES 47 SECONDS WEST 28.19 FEET; THENCE SOUTH 44 DEGREES 31 MINUTES 10 SECONDS WEST 54.58 FEET; THENCE SOUTH 33 DEGREES 52 MINUTES 56 SECONDS WEST 57.26 FEET; THENCE SOUTH 54 DEGREES 08 MINUTES 30 SECONDS WEST 58.27 FEET; THENCE NORTH 35 DEGREES 51 MINUTES 30 SECONDS WEST 20.00 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT.

SAID EASEMENT CONTAINING 0.169 ACRES, MORE OR LESS.

SPALDING DEDECKER
Engineers | Surveyors
905 South Blvd. East
Rochester Hills, MI 48307
Phone: (248) 844-5400
Fax: (248) 844-5440
www.sda-eng.com

DRAWN: S.BROWN	DATE: 11-26-24
CHECKED: K.SIROIS	DATE: 11-26-24
MANAGER: M.DeDECKER	SCALE: N / A
JOB No. NV17-018	SHEET: 3 OF 3
SECTION 23 TOWN 01 NORTH RANGE 08 EAST	
CITY OF NOVI	OAKLAND COUNTY, MI

Plotted: Nov 26, 2024, 11:49 AM by user: 510 – Saved: 11/26/2024 by user: 510
J: \NV\Design\NV17018–Former Rainbow Coatings Parcel ALTA\DWG\NV17018EAS–OA.dwg

TEMPERFORM
RESULTING PARCELS

SCHEDULE B EXCEPTIONS (Fidelity National Title Company, LLC, Commitment No.:A0711601, Revision 3, Dated January 9, 2018)

(10) An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Affidavit of Interest
Lessor: Rainbow Coatings, Inc., a Michigan corporation
Lessee: Omnipotent Communications Midwest Operations L.L.C., a Delaware Limited Liability Company
Recording Date: October 5, 2000
Recording No: Liber 21880, Page 627, and the rights of others over an access easement and utility easement thereof. Item refers to a communication area leased easement and is plotted hereon.

(11) Rights of others over subject premises for ingress and egress, as revealed by instruments recorded in Liber 5545, Page 450 and in Liber 11257, Page 834. Items refer to a public access easement and are plotted hereon.

(12) An instrument entitled Right of Way Agreement

By and between R & S Realty Company, a Michigan co-partnership, Temperform Corporation, a Michigan corporation and A.J. Bartoletto and Anne J. Bartoletto, his wife
Recording No: Liber 6806, Page 674.

Reference is hereby made to said document for full particulars. Item refers to an access easement and is plotted hereon.

(13) Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: City of Novi
Recording No: Liber 7517, Page 556 and in Liber 7457, Page 641. Items refer to a sanitary sewer easement and are plotted hereon.

(14) Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: City of Novi
Recording No: Liber 7528, Page 642. Item refers to a sanitary easement and is plotted hereon.

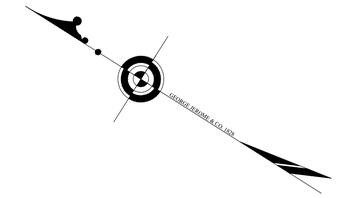
(15) Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

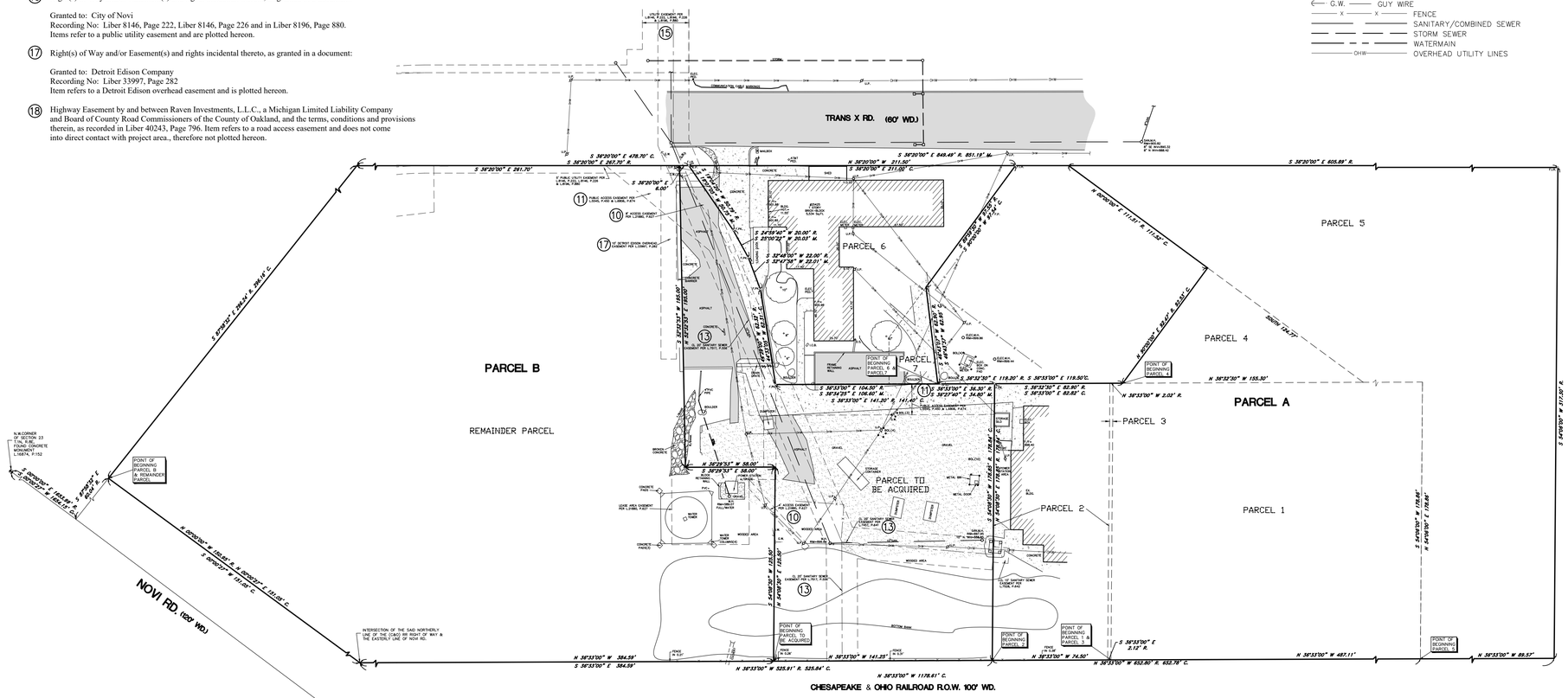
Granted to: City of Novi
Recording No: Liber 8146, Page 222, Liber 8146, Page 226 and in Liber 8196, Page 880.
Items refer to a public utility easement and are plotted hereon.

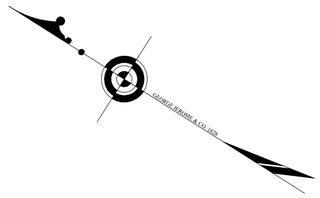
(17) Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Detroit Edison Company
Recording No: Liber 33997, Page 282
Item refers to a Detroit Edison overhead easement and is plotted hereon.

(18) Highway Easement by and between Raven Investments, L.L.C., a Michigan Limited Liability Company and Board of County Road Commissioners of the County of Oakland, and the terms, conditions and provisions therein, as recorded in Liber 40243, Page 796. Item refers to a road access easement and does not come into direct contact with project area., therefore not plotted hereon.

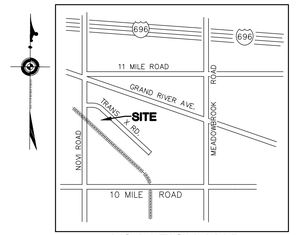



TRANS X RD. (60' WD.)
NOVI RD. (120' WD.)
CHESAPEAKE & OHIO RAILROAD R.O.W. 100' WD.
PARCEL B
REMAINDER PARCEL
PARCEL TO BE ACQUIRED
PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
PARCEL 5
PARCEL 6
PARCEL 7
PARCEL A
POINT OF BEGINNING PARCEL B & REMAINDER PARCEL
POINT OF BEGINNING PARCEL TO BE ACQUIRED
POINT OF BEGINNING PARCEL 2
POINT OF BEGINNING PARCEL 1 & PARCEL 3
POINT OF BEGINNING PARCEL 5
POINT OF BEGINNING PARCEL 7
N.W. CORNER OF SECTION 23 T1N, R1E CONCRETE MONUMENT L.16874, P.152
W. 1/4 CORNER OF SECTION 23 T1N, R1E FOUND IRON ROD IN IRON BOX L.17509, P.770
INTERSECTION OF THE SAID NORTHERLY LINE OF THE LOAD 66' RIGHT OF WAY & THE EASTERLY LINE OF NOVI RD.
S 38°20'00" E 478.70' C.
S 38°20'00" E 267.70' R.
S 38°20'00" E 261.70'
N 38°20'00" W 211.50' C.
S 38°20'00" E 211.50' C.
S 38°20'00" E 649.49' R. 651.18' M.
S 38°20'00" E 605.89' R.
N 38°20'00" E 111.51' R. 111.58' C.
S 38°20'00" E 6.00'
S 38°20'00" E 267.70' M.
S 38°20'00" E 478.70' M.
S 38°20'00" E 296.24' R. 295.16' C.
S 00°00'00" E 189.85' R. S 00°00'27" E 191.05' C.
S 00°00'27" E 1515.16' M.
S 00°00'27" E 3664.14' M.
S 00°00'27" E 3717.09' M.
S 38°20'00" E 296.24' C.
S 38°20'00" E 296.24' M.
S 38°20'00" E 295.16' C.
S 38°20'00" E 295.16' M.
S 38°20'00" E 2.12' R.
S 38°20'00" E 2.12' M.
S 38°20'00" E 2.12' C.
S 38°20'00" E 2.12

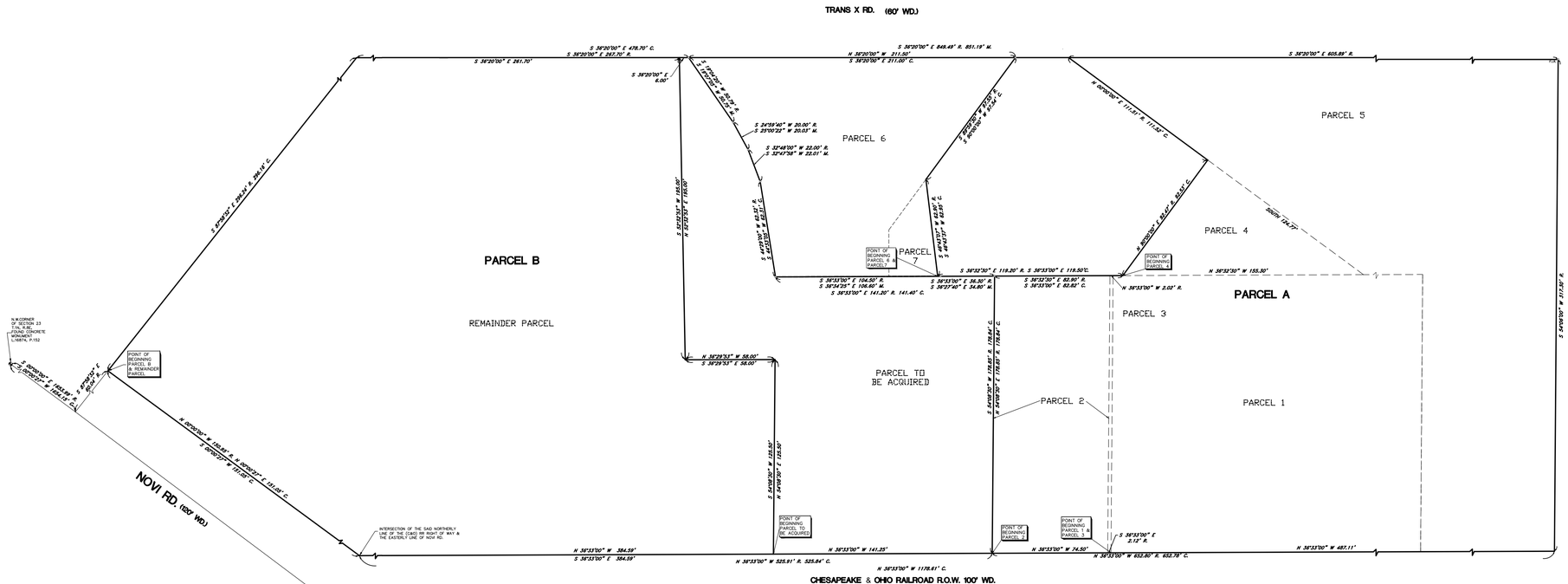


LEGEND

R.	RECORD
M.	MEASURED
C.	CALCULATED
F.I.R.	FOUND IRON ROD
H.	HEARNE BROTHERS
F.C.M.	FOUND CONCRETE MONUMENT
S.I.R.	SET IRON ROD
S.P.K.	SET P.K. NAIL
F.P.K.	FOUND P.K. NAIL
T/C	TOP OF CURB
G	GUTTER
FF	FINISHED FLOOR
T/W	TOP OF WALL
T/P	TOP OF PIPE
C.B.	CATCH BASIN
U.P.	UTILITY POLE
M.H.	MANHOLE
C.O.	CLEAN OUT
D.S.	DOWNSPOUT
L.P.	LIGHT POLE
L.L.	LANDSCAPE LIGHT
GVW	GATE VALVE AND WELL
WSV	WATER STOP VALVE
HYD.	FIRE HYDRANT
BOL.	BOLLARD
M.W.	MONITORING WELL
	SIGN
	NUMBER PARKING SPACES
	HANDICAP PARKING
G.W.	GUY WIRE
X	FENCE
	SANITARY/COMBINED SEWER
	STORM SEWER
	WATERMAIN
OHW	OVERHEAD UTILITY LINES



LOCATION MAP
NO SCALE


TRANS X RD. (60' WD.)
S 38°20'00" E 478.70' C.
S 38°20'00" E 267.70' R.
S 38°20'00" E 261.70'
S 38°20'00" E 6.00'
S 17°25'05" W 20.79' R.
S 17°25'05" W 20.79' M.
S 24°58'48" W 20.00' R.
S 25°00'22" W 20.03" M.
S 32°48'00" W 22.00' R.
S 32°47'58" W 22.01' M.
PARCEL 6
N 38°20'00" W 211.50'
S 38°20'00" E 211.08' C.
S 38°20'00" E 849.49' R. 851.19' M.
S 38°20'00" E 605.89' R.
N 60°06'56" E 111.51' R. 111.52' C.
S 29°53'04" E 63.52' R.
S 29°53'04" E 63.52' M.
S 29°53'04" E 63.52' C.
N 29°53'04" W 63.52' R.
N 29°53'04" W 63.52' M.
N 29°53'04" W 63.52' C.
S 29°53'04" E 63.52' R.
S 29°53'04" E 63.52' M.
S 29°53'04" E 63.52' C.
PARCEL 5
PARCEL 4
PARCEL A
PARCEL 3
PARCEL 2
PARCEL 1
PARCEL 7
PARCEL B
REMAINDER PARCEL
PARCEL TO BE ACQUIRED
POINT OF BEGINNING PARCEL 6 & REMAINDER PARCEL
POINT OF BEGINNING PARCEL 7
POINT OF BEGINNING PARCEL 5
POINT OF BEGINNING PARCEL 4
POINT OF BEGINNING PARCEL 3
POINT OF BEGINNING PARCEL 2
POINT OF BEGINNING PARCEL 1 & PARCEL 3
POINT OF BEGINNING PARCEL TO BE ACQUIRED
S 29°53'04" E 106.50' R.
S 38°34'29" E 106.60' M.
S 38°33'00" E 141.20' R. 141.40' C.
S 38°33'00" E 56.30' R.
S 38°27'40" E 34.80' M.
S 38°33'00" E 119.20' R. S 38°33'00" E 119.50'C.
S 38°33'00" E 82.90' R.
S 38°33'00" E 83.82' C.
N 38°33'00" W 2.02' R.
N 38°33'00" W 155.30'
S 54°58'00" W 317.00' R.
S 54°58'00" W 317.00' M.
S 54°58'00" W 317.00' C.
N 38°29'53" W 58.00'
S 38°29'53" E 58.00'
S 54°58'00" W 178.84' C.
N 54°58'00" W 178.83' R. 178.84' C.
S 54°58'00" W 178.83' R. 178.84' M.
S 54°58'00" W 178.84' C.
N 38°29'53" W 135.50'
N 54°58'00" E 135.50'
S 38°33'00" E 74.50'
N 38°33'00" W 74.50'
S 38°33'00" E 2.12' R.
N 38°33'00" W 632.80' R. 632.78' C.
N 38°33'00" W 384.59'
S 38°33'00" E 384.59'
N 38°33'00" W 525.91' R. 525.64' C.
N 38°33'00" W 141.25'
N 38°33'00" W 1178.61' C.
N 38°33'00" W 487.11'
S 38°33'00" E 487.11'
S 38°33'00" E 1178.61'
S 38°33'00" E 141.25'
S 38°33'00" E 525.91' R. 525.64' C.
S 38°33'00" E 384.59'
S 38°33'00" E 487.11'
S 38°20'00" E 261.70'
S 38°20'00" E 6.00'
S 38°20'00" E 478.70' C.
S 38°20'00" E 267.70' R.
S 38°20'00" E 849.49' R. 851.19' M.
S 38°20'00" E 211.08' C.
S 38°20'00" E 605.89' R.
S 54°58'00" W 317.00' R.
S 54°58'00" W 317.00' M.
S 54°58'00" W 317.00' C.
S 38°20'00" E 478.70' C.
S 38°20'00" E 267.70' R.
S 38°20'00" E 261.70'
S 38°20'00" E 6.00'

SCHEDULE B EXCEPTIONS (Fidelity National Title Company, LLC, Commitment No.:A0711601, Revision 3, Dated January 9, 2018)

(10) An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Affidavit of Interest
Lessor: Rainbow Coatings, Inc., a Michigan corporation
Lessee: Omnipotent Communications Midwest Operations L.L.C., a Delaware Limited Liability Company
Recording Date: October 5, 2000
Recording No: Liber 21880, Page 627, and the rights of others over an access easement and utility easement thereof. Item refers to a communication area leased easement and is plotted hereon.

(11) Rights of others over subject premises for ingress and egress, as revealed by instruments recorded in Liber 5545, Page 450 and in Liber 11257, Page 834. Items refer to a public access easement and are plotted hereon.

(12) An instrument entitled Right of Way Agreement

By and between R & S Realty Company, a Michigan co-partnership, Temperform Corporation, a Michigan corporation and A.J. Bartoletto and Anne J. Bartoletto, his wife
Recording No: Liber 6806, Page 674.

Reference is hereby made to said document for full particulars. Item refers to an access easement and is plotted hereon.

(13) Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: City of Novi
Recording No: Liber 7517, Page 556 and in Liber 7457, Page 641. Items refer to a sanitary sewer easement and are plotted hereon.

(14) Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: City of Novi
Recording No: Liber 7528, Page 642. Item refers to a sanitary easement and is plotted hereon.

(15) Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: City of Novi
Recording No: Liber 8146, Page 222, Liber 8146, Page 226 and in Liber 8196, Page 880.
Items refer to a public utility easement and are plotted hereon.

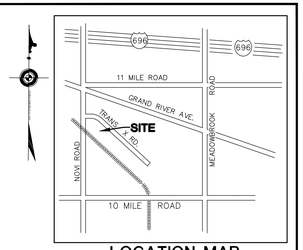
(17) Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Detroit Edison Company
Recording No: Liber 33997, Page 282
Item refers to a Detroit Edison overhead easement and is plotted hereon.

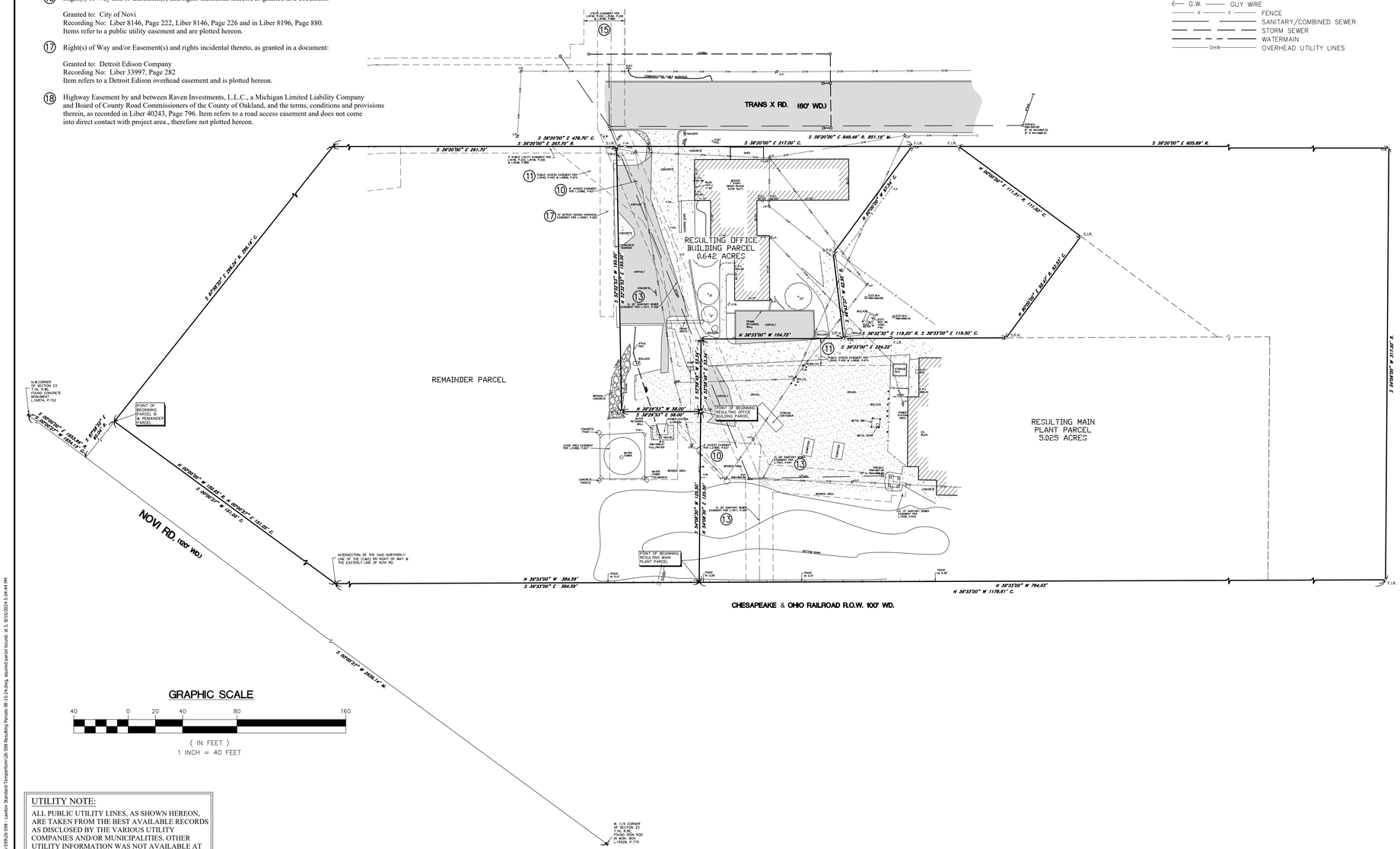
(18) Highway Easement by and between Raven Investments, L.L.C., a Michigan Limited Liability Company and Board of County Road Commissioners of the County of Oakland, and the terms, conditions and provisions therein, as recorded in Liber 40243, Page 796. Item refers to a road access easement and does not come into direct contact with project area., therefore not plotted hereon.

LEGEND

R.	RECORD
M.	MEASURED
C.	CALCULATED
F.I.R.	FOUND IRON ROD
H.	HEARNE BROTHERS
F.C.M.	FOUND CONCRETE MONUMENT
S.I.R.	SET IRON ROD
S.P.K.	SET P.K. NAIL
F.P.K.	FOUND P.K. NAIL
T/C	TOP OF CURB
G	GUTTER
FF	FINISHED FLOOR
T/W	TOP OF WALL
T/P	TOP OF PIPE
C.B.	CATCH BASIN
U.P.	UTILITY POLE
M.H.	MANHOLE
C.O.	CLEAN OUT
D.S.	DOWNSPOUT
L.P.	LIGHT POLE
L.L.	LANDSCAPE LIGHT
GVW	GATE VALVE AND WELL
WSV	WATER STOP VALVE
HYD.	FIRE HYDRANT
BOL.	BOLLARD
M.W.	MONITORING WELL
	SIGN
	NUMBER PARKING SPACES
	HANDICAP PARKING
G.W.	GUY WIRE
X	FENCE
	SANITARY/COMBINED SEWER
	STORM SEWER
	WATERMAIN
OHW	OVERHEAD UTILITY LINES



LOCATION MAP
NO SCALE



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FEET

UTILITY NOTE:

ALL PUBLIC UTILITY LINES, AS SHOWN HEREON, ARE TAKEN FROM THE BEST AVAILABLE RECORDS AS DISCLOSED BY THE VARIOUS UTILITY COMPANIES AND/OR MUNICIPALITIES. OTHER UTILITY INFORMATION WAS NOT AVAILABLE AT THE TIME OF SURVEY. NO GUARANTEE CAN BE GIVEN BY US AS TO THE ACCURACY OR COMPLETENESS THEREOF.

LEGAL DESCRIPTION

RESULTING MAIN PLANT PARCEL:

A Parcel of land being a part of the West ½ of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and being more particularly described as follows:

Commencing at the Northwesterly Corner of said Section 23, thence South 00 degrees 00 minutes 27 seconds West 1654.15 feet (recorded as South 00 degrees 00 minutes 00 seconds East 1653.99 feet); thence South 87 degrees 58 minutes 32 seconds East 60.04 feet to a point on the easterly line of Novi Road, 120 feet wide; thence South 00 degrees 00 minutes 27 seconds West 151.05 feet (recorded as South 00 degrees 00 minutes 00 seconds East 150.95 feet) along said easterly line of Novi Road to its intersection with the northeasterly line of the Chesapeake and Ohio (C & O) Railroad right of way, 100 feet wide; thence South 36 degrees 33 minutes 00 seconds East 384.59 feet along said C & O Railroad right of way to the Point of Beginning of this Parcel;

Thence North 54 degrees 08 minutes 30 seconds East 125.50 feet; Thence North 53 degrees 58 minutes 49 seconds East 53.34 feet; Thence South 36 degrees 33 minutes 00 seconds East 224.22 feet; Thence North 90 degrees 00 minutes 00 seconds East 92.53 feet; Thence North 00 degrees 00 minutes 00 seconds East 111.52 feet to a point on the southwesterly line of Trans X Road, 60 feet wide; Thence along said southwesterly line of Trans X Road, South 36 minutes 20 minutes 00 seconds East 605.89 feet; Thence South 54 degrees 06 minutes 00 seconds West 317.30 feet to a point on the northeasterly line of said C & O Railroad right of way, 100 feet wide; Thence along said C & O Railroad right of way, North 36 degrees 33 minutes 00 seconds West 794.03 feet to the Point of Beginning of this Parcel.

Said Parcel containing 5.025 acres, more or less.

RESULTING OFFICE BUILDING PARCEL:

A Parcel of land being a part of the West ½ of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and being more particularly described as follows:

Commencing at the Northwesterly Corner of said Section 23, thence South 00 degrees 00 minutes 27 seconds West 1654.15 feet (recorded as South 00 degrees 00 minutes 00 seconds East 1653.99 feet); thence South 87 degrees 58 minutes 32 seconds East 60.04 feet to a point on the easterly line of Novi Road, 120 feet wide; thence South 00 degrees 00 minutes 27 seconds West 151.05 feet (recorded as South 00 degrees 00 minutes 00 seconds East 150.95 feet) along said easterly line of Novi Road to its intersection with the northeasterly line of the Chesapeake and Ohio (C & O) Railroad right of way, 100 feet wide; thence South 36 degrees 33 minutes 00 seconds East 384.59 feet along said C & O Railroad right of way; thence North 54 degrees 08 minutes 30 seconds East 125.50 feet to the Point of Beginning of this Parcel;

Thence North 36 degrees 29 minutes 53 seconds West 58.00 feet; Thence North 52 degrees 32 minutes 53 seconds East 195.00 feet to a point on the southwesterly line of Trans X Road, 60 feet wide; Thence along said southwesterly line of Trans X Road, South 36 minutes 20 minutes 00 seconds East 217.00 feet; Thence North 90 degrees 00 minutes 00 seconds West 97.54 feet; Thence South 46 degrees 43 minutes 37 seconds West 62.95 feet; Thence North 36 degrees 33 minutes 00 seconds West 104.72 feet; Thence North 53 degrees 58 minutes 49 seconds West to the Point of Beginning of this Parcel.

Said Parcel containing 0.642 acres, more or less.

DATE:	BY	REVISIONS

DATE:	BY	REVISIONS

ACQUIRED PARCEL BOUNDARY

25425 TRANS X RD. & 25460 NOVI RD., CITY OF NOVI, WAYNE COUNTY, MICHIGAN

SURVEY BY R.S./ S.D.
DRAWN BY N.L.R.
CHECKED BY G.J.JR.
APPROVED BY G.J.JR.

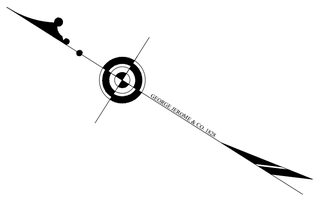
GEORGE JEROME & CO.
CONSULTING MUNICIPAL & CIVIL ENGINEERS • SURVEYORS
28304 HAYES ROSEVILLE, MI 48066 (586) 774-3000
www.GeorgeJerome.com

SCALE 1"=40' | FOR TEMPERFORM | DATE 07-25-24

ORDER NO. 26-598
FIELD BOOK 1436, P.50-52
DRAWING FILE NO.

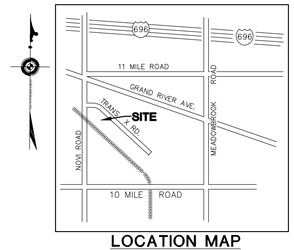
SHT. NO. 3 OF 4

\\Server-pc\Drive\2\26\26598\26-598 THRU 26-599\26-598 - Lawton Standard Temperform\26-598 Resulting Parcels 08-15-24.dwg, acquired parcel bound, -8.3, 8/14/2024 5:04:44 PM

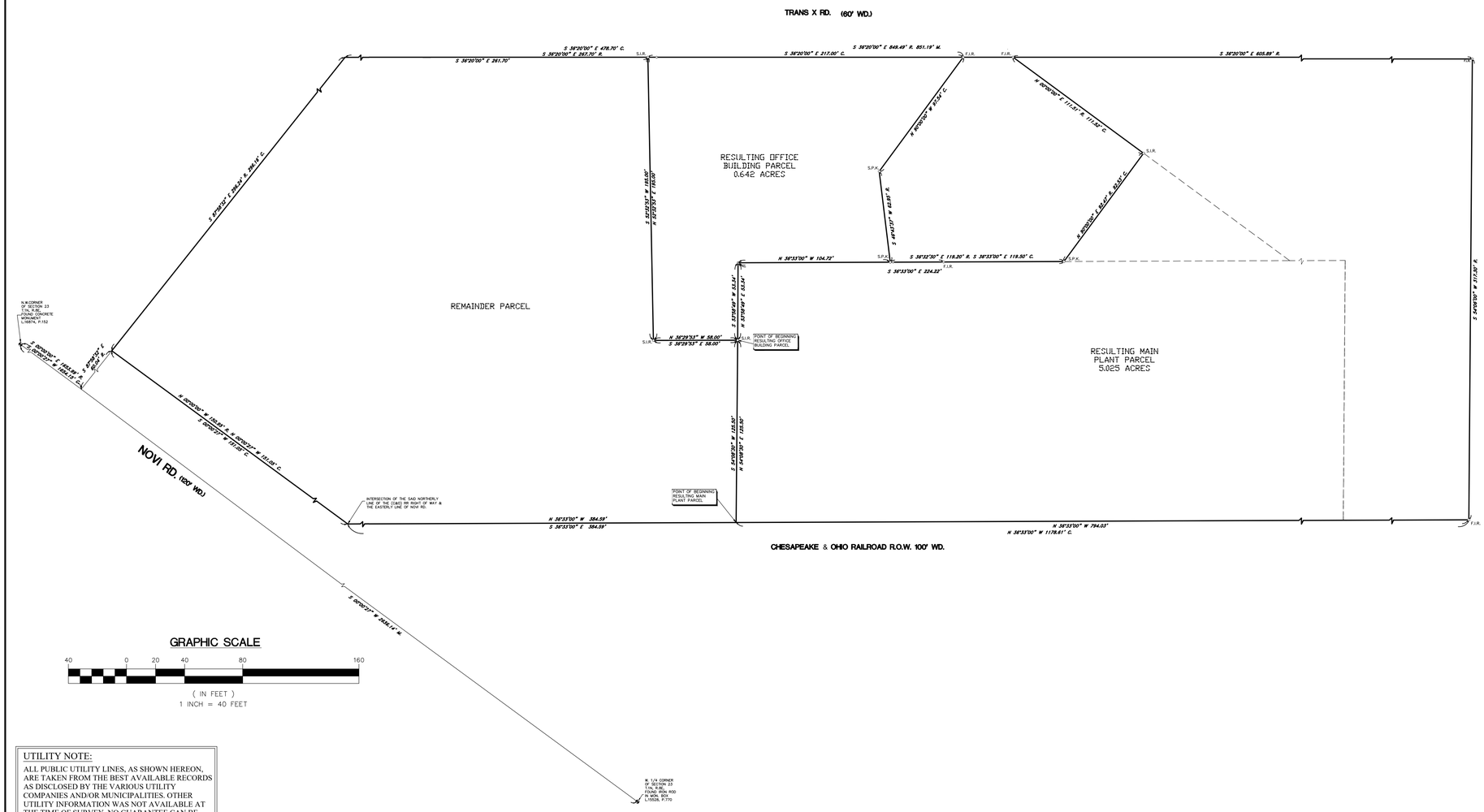


LEGEND

R.	RECORD
M.	MEASURED
C.	CALCULATED
F.I.R.	FOUND IRON ROD
H.	HEARNE BROTHERS
F.C.M.	FOUND CONCRETE MONUMENT
S.I.R.	SET IRON ROD
S.P.K.	SET P.K. NAIL
F.P.K.	FOUND P.K. NAIL
T/C	TOP OF CURB
G	GUTTER
FF	FINISHED FLOOR
T/W	TOP OF WALL
T/P	TOP OF PIPE
C.B.	CATCH BASIN
U.P.	UTILITY POLE
M.H.	MANHOLE
C.O.	CLEAN OUT
D.S.	DOWNSPOUT
L.P.	LIGHT POLE
L.L.	LANDSCAPE LIGHT
GVW	GATE VALVE AND WELL
WSV	WATER STOP VALVE
HYD.	FIRE HYDRANT
BOL.	BOLLARD
M.W.	MONITORING WELL
	SIGN
	NUMBER PARKING SPACES
	HANDICAP PARKING
G.W.	GUY WIRE
X	FENCE
	SANITARY/COMBINED SEWER
	STORM SEWER
	WATERMAIN
OHW	OVERHEAD UTILITY LINES



LOCATION MAP
NO SCALE



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)

1 INCH = 40 FEET

UTILITY NOTE:

ALL PUBLIC UTILITY LINES, AS SHOWN HEREON, ARE TAKEN FROM THE BEST AVAILABLE RECORDS AS DISCLOSED BY THE VARIOUS UTILITY COMPANIES AND/OR MUNICIPALITIES. OTHER UTILITY INFORMATION WAS NOT AVAILABLE AT THE TIME OF SURVEY. NO GUARANTEE CAN BE GIVEN BY US AS TO THE ACCURACY OR COMPLETENESS THEREOF.

LEGAL DESCRIPTION

RESULTING MAIN PLANT PARCEL:

A Parcel of land being a part of the West ½ of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and being more particularly described as follows:

Commencing at the Northwesterly Corner of said Section 23, thence South 00 degrees 00 minutes 27 seconds West 1654.15 feet (recorded as South 00 degrees 00 minutes 00 seconds East 1653.99 feet); thence South 87 degrees 58 minutes 32 seconds East 60.04 feet to a point on the easterly line of Novi Road, 120 feet wide; thence South 00 degrees 00 minutes 27 seconds West 151.05 feet (recorded as South 00 degrees 00 minutes 00 seconds East 150.95 feet) along said easterly line of Novi Road to its intersection with the northeasterly line of the Chesapeake and Ohio (C & O) Railroad right of way, 100 feet wide; thence South 36 degrees 33 minutes 00 seconds East 384.59 feet along said C & O Railroad right of way to the Point of Beginning of this Parcel;

Thence North 54 degrees 08 minutes 30 seconds East 125.50 feet; Thence North 53 degrees 58 minutes 49 seconds East 53.34 feet; Thence South 36 degrees 33 minutes 00 seconds East 224.22 feet; Thence North 90 degrees 00 minutes 00 seconds East 92.53 feet; Thence North 00 degrees 00 minutes 00 seconds East 111.52 feet to a point on the southwesterly line of Trans X Road, 60 feet wide; Thence along said southwesterly line of Trans X Road, South 36 minutes 20 minutes 00 seconds East 605.89 feet; Thence South 54 degrees 06 minutes 00 seconds West 317.30 feet to a point on the northeasterly line of said C & O Railroad right of way, 100 feet wide; Thence along said C & O Railroad right of way, North 36 degrees 33 minutes 00 seconds West 794.03 feet to the Point of Beginning of this Parcel.

Said Parcel containing 5.025 acres, more or less.

RESULTING OFFICE BUILDING PARCEL:

A Parcel of land being a part of the West ½ of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and being more particularly described as follows:

Commencing at the Northwesterly Corner of said Section 23, thence South 00 degrees 00 minutes 27 seconds West 1654.15 feet (recorded as South 00 degrees 00 minutes 00 seconds East 1653.99 feet); thence South 87 degrees 58 minutes 32 seconds East 60.04 feet to a point on the easterly line of Novi Road, 120 feet wide; thence South 00 degrees 00 minutes 27 seconds West 151.05 feet (recorded as South 00 degrees 00 minutes 00 seconds East 150.95 feet) along said easterly line of Novi Road to its intersection with the northeasterly line of the Chesapeake and Ohio (C & O) Railroad right of way, 100 feet wide; thence South 36 degrees 33 minutes 00 seconds East 384.59 feet along said C & O Railroad right of way; thence North 54 degrees 08 minutes 30 seconds East 125.50 feet to the Point of Beginning of this Parcel;

Thence North 36 degrees 29 minutes 53 seconds West 58.00 feet; Thence North 52 degrees 32 minutes 53 seconds East 195.00 feet to a point on the southwesterly line of Trans X Road, 60 feet wide; Thence along said southwesterly line of Trans X Road, South 36 minutes 20 minutes 00 seconds East 217.00 feet; Thence North 90 degrees 00 minutes 00 seconds West 97.54 feet; Thence South 46 degrees 43 minutes 37 seconds West 62.95 feet; Thence North 36 degrees 33 minutes 00 seconds West 104.72 feet; Thence South 53 degrees 58 minutes 49 seconds West to the Point of Beginning of this Parcel.

Said Parcel containing 0.642 acres, more or less.

DATE:	BY	REVISIONS	DATE:	BY	REVISIONS

ACQUIRED PARCEL BOUNDARY

25425 TRANS X RD. & 25460 NOVI RD., CITY OF NOVI, WAYNE COUNTY, MICHIGAN

SURVEY BY	R.S./ S.D.
DRAWN BY	N.L.R.
CHECKED BY	G.J.JR.
APPROVED BY	G.J.JR.

GEORGE JEROME & CO.
CONSULTING MUNICIPAL & CIVIL ENGINEERS • SURVEYORS
28304 HAYES ROSEVILLE, MI 48066 (586) 774-3000
www.GeorgeJerome.com

SCALE 1"=40'	FOR TEMPERFORM	DATE 07-25-24

ORDER NO.	26-598
FIELD BOOK	1436, P.50-52
DRAWING FILE NO.	

SHT. NO. **4** OF 4

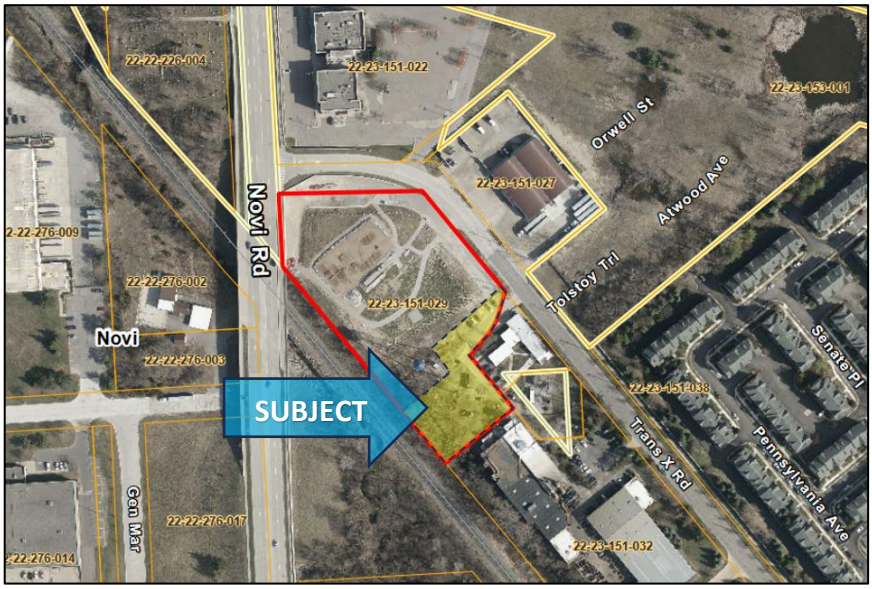
\\Server-pc\dfiles2\2600\2636 26-598 THRU 26-599\26-598 - Lawton Standard Temperform\26-598 Resulting Parcels 08-15-24.dwg, resulting parcel plat 4, 8/16/2024 5:05:16 PM

PHOTO OF PROPERTY
(CONCRETE PAD SHOWN IN RED)

PHOTO OF
INSTALLED CONCRETE PAD

DANGER
HIGH VOLTAGE
KEEP OUT

SUMMARY APPRAISAL



Aerial Photograph extracted from Oakland County Property Gateway

Part of Parent Parcel
25460 Novi Rd.
Novi, Michigan 48375

APPRAISAL REPORT

Date of Value January 30, 2024

Date of Report February 10, 2024

Prepared For
Mr. Bill Ruth, Project Manager
Temperform LLC
25425 Trans-X Road
Novi, MI 48375
Email: BRuth@temperform.com

Prepared By
R.S. Thomas & Associates, Inc. / *Harold Blake Co*
33580 Five Mile Road
Livonia, MI 48154
Telephone (734)422-5353
www.rsthbc-appraisers.com

February 10, 2024

Mr. Bill Ruth, Project Manager
Temperform LLC
25425 Trans-X Road
Novi, MI 48375
Email: BRuth@temperform.com

Re: Appraisal of Real Property
Part of Parent Parcel
25460 Novi Rd.
Novi, MI 48375
Parent Parcel ID # 50-22-23-151-029

Dear Mr. Ruth,

Pursuant to your request, we have performed an Appraisal Report of the captioned property and fully intend to follow the current guidelines of Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP) as established by the Appraisal Standards Board of the Appraisal Foundation. This report is not to be construed as a Restricted Appraisal Report. It is further understood the appraisers have no interest in the subject property and the fee is in no way dependent upon the value estimate concluded herein.

Based on the highest and best use of the subject property as of the date of value, the appraisers have utilized the sales comparison approach. The cost approach and income approach to value have been considered within the scope of the assignment, however, found not applicable. Business entity and any applicable licenses are not considered in this assignment. We have made an extraordinary assumption of the property free and clear of environmental hazards for the value conclusion. A further extraordinary assumption considers the parcel unaffected by wetlands. At the direction of the client, we have applied the hypothetical condition, the subject land as identified has been split from the parent parcel resulting in an irregular parcel adjacent to the properties at both 25475 & 25425 Trans X Road.

The purpose of this appraisal is to identify the current market value for the real estate. This is established with the last date of inspection by the appraiser on January 30, 2024, representing the date of value. The function of the report is to utilize the results for asset determination for

possible transfer of the property. The appraisal assignment is not based on a requested minimum valuation or a specific valuation. The intended use is for the private use of the client to assist in possible purchase of the property. The report is not intended nor can be utilized for any other use including but not limited to eminent domain, tax appeal or lending. This may lead to misleading conclusions.

The intended user of this report is identified as the Client only, and any authorized representatives of the Client. No other user is intended or authorized. After careful consideration of all pertinent facts and information pertaining to the valuation of subject property, the market value of the fee simple interest as of January 30, 2024, is

$68,000.00
Sixty-Eight Thousand Dollars

All data and analysis reported herein are subject to the statement of limiting conditions and assumptions included in this report. This report is not to be used for any other purpose or by any other person or entity other than the intended user or their duly authorized representatives. We have performed no appraisal of the subject within the three-year period immediately preceding acceptance of this assignment. Appraisers are required to be licensed/certified and are regulated by the Department of Licensing and Regulatory Affairs, Post Office Box 30018, Lansing Michigan 48909.

Respectfully submitted,

R.S. Thomas & Associates, Inc./*Harold Blake Co.*

Andrew Boettcher
Certified General Real Estate Appraiser
♦ Michigan Certified General Real Estate Appraiser - Permanent I.D. #1205003946

PLAN REVIEW CENTER REPORT

Planning Review

Trans-X Silo

JSP 23-11

May 16, 2023

PETITIONER

Temperform Corporation

REVIEW TYPE

Accessory Preliminary & Final Site Plan Review

PROPERTY CHARACTERISTICS

Section	23	
Site Location	East of Novi Road, West of Trans-X Road; 50-22-23-151-032	
Site School District	Novi Community School District	
Site Zoning	I-2 General Industrial	
Adjoining Zoning	North	I-2 General Industrial & RM-2 High-Density Multiple-Family
	East	RM-2 High-Density Multiple-Family
	West	I-2 General Industrial
	South	I-2 General Industrial
Current Site Use	Temperform Corporation	
Adjoining Uses	North	DTE Energy – Novi Substation; Main Street Village Apartments
	East	Main Street Village Apartments
	West	Gerber Collision & Glass; Enterprise Rent-A-Car
	South	Terry Sweeny & Co. (Construction Equipment Supplier)
Site Size	4.45 acres	
Plan Date	April 18, 2023	

PROJECT SUMMARY

The applicant is proposing to construct an approximately 53-foot-tall silo for the storage of sand. The proposed foundation of the silo is 144 square feet. The proposed silo would be located in the northwestern portion of the site.

RECOMMENDATION

Planning staff is currently recommending **denial** of the Accessory Preliminary & Final Site Plan. Several comments must be addressed on a revised submittal, and several ZBA variances will be required for final approval of the plans. Engineering is also recommending denial of the plans at this time (see Engineering Review Letter for further details and comments). Fire is recommending approval of the plans.

ORDINANCE REQUIREMENTS

This project was reviewed for compliance with the Zoning Ordinance, with respect to Article 3 (Zoning Districts), Article 4 (Use Standards), Article 5 (Site Standards), and any other areas of the ordinance, as noted. The plans show general compliance with ordinance requirements. Please address the items in **bold** in the next submittal.

1. Site Survey: **Location map must be to scale, showing section numbers, site location, major roads and railroads. Provide existing topography for the area where work is proposed (based on USGS datum with 2' contour intervals) extending a minimum of 100 feet beyond all side boundaries. Any on-site or off-site easements should be displayed as well.**

2. Accessory Structure Location (Section 4.19.2.A): Accessory structures shall be located in a rear yard, as regulated by this section of the Ordinance. **The proposed silo appears to be located partially within the interior side yard. This will require a ZBA variance.**

3. Accessory Structure Setbacks (Sections 4.19.2.A, 4.19.1.D, & 3.1.19.D): Accessory Structures shall meet the setback requirements of an accessory building (each accessory building shall meet all setback requirements for the zoning district in which the property is situated).
    a. Front Yard: Minimum for the I-2 district is 100 feet. Appears to comply (approx. 107 feet). **Please show the setback from the property line along Trans-X Road on the next submittal.**
    b. Rear Yard: Minimum for the I-2 district is 50 feet. The proposed setback is approximately 57 feet, which meets the ordinance
    c. Side Yard: Minimum for the I-2 district is 50 feet. **The proposed setback from the northern property line (interior side yard) is 7 feet and 5¾ inches. This does not meet the ordinance standard and will require a ZBA variance.**

4. Wetlands and Watercourse Protection Ordinance: Locations and boundaries of wetlands and wetland setbacks should be identified as defined in the Novi, Chapter 12, Article V of Code of Ordinances, and in Article 24, Schedule of Regulations, Footnote V of the Zoning Ordinance. Any proposed filling, draining, cutting, dredging or other alteration proposed for wetlands and setbacks must be graphically depicted and quantified in a table on the site plan. **Per the city's historic maps, the area appears to have included a stormwater basin which may now be classified as a regulated wetland. Please provide a detailed survey of the area where the new silo is proposed so the city's consultants can review it for impacts to regulated wetland buffer areas.**

5. Regulated Woodland Ordinance: The applicant shall show the location of all regulated woodlands as are shown on the Regulated Woodlands Map, trees 36" diameter-at-breast-height (dbh) and greater and/or as are otherwise controlled under Chapter 37 of the Novi Code of Ordinances. Alternative plans that preserve the most amount of quality areas of woodlands, any proposed cutting, clearing or retention of any vegetation from the ground up, replacement of regulated trees 8" dbh and greater, proposed grading limits, proposed tree protection measures, if any, pursuant to Ordinance requirements. **Per city records, the proposed silo appears to be close to a regulated woodland. Please provide a detailed survey of the area where the new silo is proposed so the city's consultants can review it for impacts to regulated woodland areas. Any regulated trees that are proposed to be removed should be shown on the plans. All regulated trees within 100 feet of the area of work should be shown as well.**

6. Sanitary Sewer: Our records show that there is an existing 8-inch sanitary on the north-west side of the property, adjacent to where the proposed slab will be installed. **The proposed slab shall not be located within the sanitary sewer easement. All Sanitary sewer easements shall be 20 feet wide. See Engineering Review for further details.**

7. Access Easement: It appears that the adjacent parcel owned by the City of Novi is being utilized for access to the area proposed for the silo. **Please provide any existing access easements authorizing the use of this parcel. See Engineering Review for further details.**

8. Soil Erosion and Sediment Control: **A SESC review is required. Include SESC measures on the plans, per the review checklist detailing all SESC requirements attached to this letter. An informal review will be completed with the Electronic Stamping Set once SESC plans are included in the submittal. See Engineering Review for further details.**

9. Signage: For sign permit information please contact Maureen Underhill at 248-347-0438 or munderhill@cityofnovi.org in the Code Compliance Division for more information.

OTHER REVIEWS

a. Engineering Review: Engineering is recommending **denial** of the Preliminary/Final Site Plan. See the engineering review letter for more information.
b. Fire Review: Fire is recommending **approval** of the Preliminary/Final Site Plan.

NEXT STEP: REVISED FINAL SITE PLAN SUBMITTAL

Please revise the plans to address issues raised in the Fire review. Refer to the letters for more details. Please submit the following for reconsideration:

1. A site plan revision application
2. **Three** copies of the revised site plan.
3. Response letter addressing all comments and refer to sheet numbers where the change is reflected.

ZONING BOARD OF APPEALS

A date for a Zoning Board of Appeals hearing for any variances, if necessary, will be determined by staff after a revised site plan is submitted and all outstanding comments have been addressed.

ELECTRONIC STAMPING SET SUBMITTAL AND RESPONSE LETTER

After receiving Planning Commission approval, please submit the following for Electronic Stamping Set approval:

1. Plans addressing the comments in all of the staff and consultant review letters in PDF format.
2. Response letter addressing all comments in ALL letters and ALL charts and **refer to sheet numbers where the change is reflected.**
3. Drafts of any legal documents (note that any on-site easements need to be submitted in draft form before stamping sets will be stamped).

STAMPING SET APPROVAL

Stamping sets are still required for this project. After receiving approval of the Electronic Stamping Set from City staff, the applicant should submit **7 size 24" x 36" copies, folded, with original signature and original seals**, to the Community Development Department for final Stamping Set approval.

CHAPTER 26.5

Chapter 26.5 of the City of Novi Code of Ordinances generally requires all projects be completed within two years of the issuance of any starting permit. Please contact Sarah Marchioni at 248-347-0430 for additional information on starting permits. The applicant should review and be aware of the requirements of Chapter 26.5 before starting construction.

If the applicant has any questions concerning the above review or the process in general, do not hesitate to contact me at 248-347-0579 or bpeacock@cityofnovi.org.

Ben Peacock

Ben Peacock, Planner

PLAN REVIEW CENTER REPORT

5/4/2023

Engineering Review

Trans-X Silo
JSP23-11

Applicant
Temperform Corporation

Review Type
Combined Preliminary and Final Site Plan

Property Characteristics

- Site Location: East of Novi Road, South of Grand River Ave.
- Site Size: 4.45 acres
- Plan Date: 4/18/2023
- Design Engineer: Fairway Engineering, LLC.

Project Summary

- Installation of Sand Silo and associated pavements.
- No changes to the existing onsite water main, sanitary sewer, or storm water collection system are proposed.

Recommendation
Approval of the Combined Preliminary and Final Site Plan is not recommended.

Comments:
The Combined Preliminary and Final Site Plan **does not** meet the general requirements of Chapter 11 with the following items to be addressed at the time of the revised Combined Preliminary and Final Site Plan submittal (further engineering detail will be required at the time of the final site plan submittal):

General

1. Our records show that there is an existing 8-inch sanitary on the north-west side of the property adjacent to the proposed slab will be installed; The proposed slab shall not be located within the sanitary sewer easement. All Sanitary sewer easements shall be 20 feet wide.
2. It appears that the adjacent parcel owned by the City of Novi is being utilized for access to the area proposed for the silo. Please provide any existing access easements authorizing the use of this parcel.

3. Provide a minimum of two ties to established section or quarter section corners.
4. Provide at least two reference benchmarks at intervals no greater than 1,200 feet. At least one referenced benchmark must be a City-established benchmark.
5. Provide a note on the plans stating that all work shall conform to the current City of Novi standards and specifications.

Soil Erosion and Sediment Control

6. A SESC review is required. Include SESC measures on the plans, per the review checklist detailing all SESC requirements attached to this letter. An informal review will be completed with the Electronic Stamping Set once SESC plans are included in the submittal.

The following must be provided at the time of Electronic Stamping Set submittal:

7. A letter from either the applicant or the applicant's engineer must be submitted with the Electronic Stamping Set highlighting the changes made to the plans addressing each of the comments listed above and indicating the revised sheets involved.
8. Provide the City's standard detail sheets for paving (2 sheets-rev. 03/05/2018). These details can be found on the City's website at this location: Engineering Standards and Construction Details | City of Novi

The following must be addressed following construction:

To the extent this review letter addresses items and requirements that require the approval of/or a permit from an agency or entity other than the City, this review shall not be considered an indication or statement that such approvals or permits will be issued.

Please contact Adam Yako at (248) 735-5695 with any questions.

Adam Yako
Project Engineer

cc: Ben Peacock, Community Development
Humna Anjum, Project Engineer
Ben Croy, City Engineer

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
Dave Staudt

Laura Marie Casey

Hugh Crawford

Justin Fischer

Brian Smith

Ericka Thomas

Interim City Manager
Victor Cardenas

Director of Public Safety
Chief of Police
Erick W. Zinser

Fire Chief
Jeffery R. Johnson

Assistant Chief of Police
Scott R. Baetens

Assistant Fire Chief
John B. Martin

April 27, 2023

TO: Barbara McBeth - City Planner
Lindsay Bell - Plan Review Center
Christian Carroll - Plan Review Center
Ben Peacock – Plan Review Center
Diana Shanahan – Planning Assistant

RE: Trans-X Silo

PSP# 23-014

Project Description:

Construct a silo at 25425 Trans-X Dr.

Comments:

Meets Fire Department Standards

Recommendation:

Approved

Sincerely,

Kevin S. Pierce-Fire Marshal
City of Novi – Fire Dept.

cc: file

Novi Public Safety Administration
45125 Ten Mile Road
Novi, Michigan 48375
248.348.7100
248.347.0590 fax

cityofnovi.org

PROPOSED SILO PLAN

SCALE: $\frac{1}{16}$"=1'

DATE	ISSUE	BY	DATE	ISSUE

PROPRIETOR:
TEMPERFORM CORPORATION
25425 TRANS X RD., NOVI,
OAKLAND COUNTY, MICHIGAN

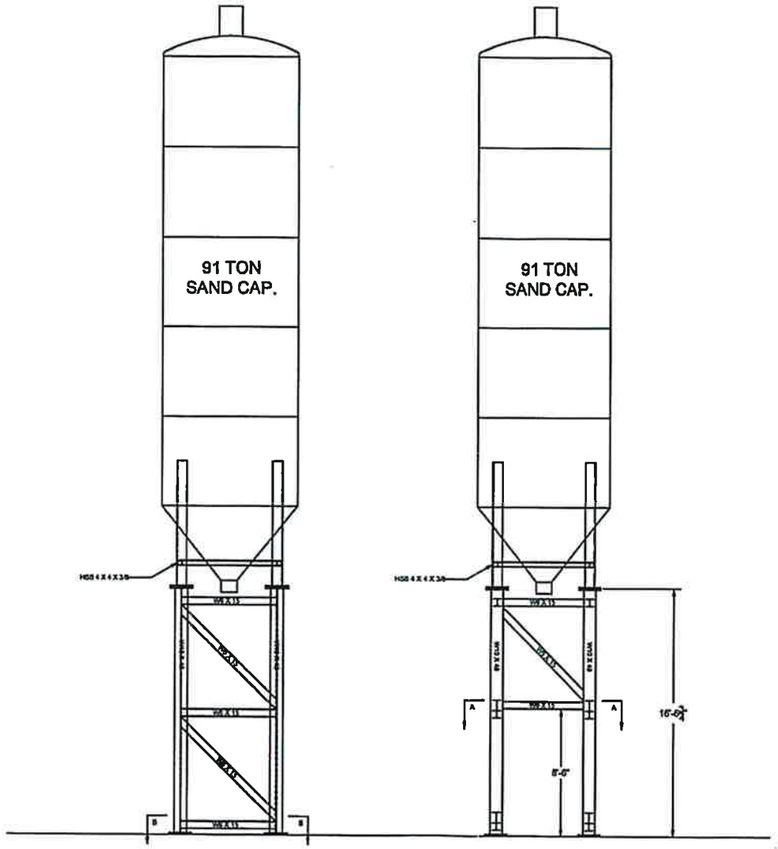
FAIRWAY ENGINEERING, LLC
LAND DEVELOPMENT - STRUCTURAL - GEOTECH
29525 BECK ROAD, SUITE 114 WIXOM, MI 48393-4743 (248) 214-5913

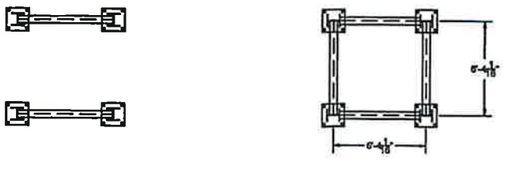
DATE	04/18/23	CKD. BY	DATE
DRAWN	AC		
DESIGN	MDM		

72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
CALL MISS DIG
800-482-7171
(TOLL FREE)

FOUNDATION PLAN
PROPOSED NEW SILO
TEMPERFORM CORPORATION
25425 TRANS X RD., NOVI, OAKLAND COUNTY, MICHIGAN

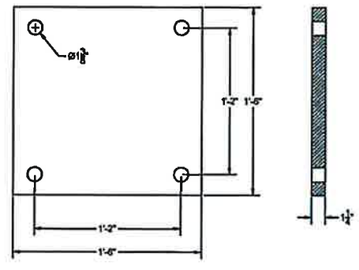
SCALE AS SHOWN
SHEET 1
FE23-2004





VIEW B-B

VIEW A-A



CAP AND BASE PLATE

THIS DRAWING IS AND REMAINS THE PROPERTY OF ONTARIO MECHANICAL LLC AND ITS USE IS FOR THE PURPOSE FOR WHICH IT WAS FURNISHED. THIS DRAWING AND ALL THE INFORMATION DISCLOSED IS CONFIDENTIAL, AND UNAUTHORIZED USE, INCLUDING COPYING OR DISCLOSURE TO THIRD PARTIES WITHOUT WRITTEN PERMISSION OF ONTARIO MECHANICAL LLC IS PROHIBITED.

ONTARIO MECHANICAL LLC
INDUSTRIAL FABRICATORS AND ERECTORS
2880 Park Ave West * Mansfield, OH 44906
P.O. Box 134 * Ontario, OH, 44862
Phone (419) 529-2578 * Fax (419) 529-2287

SAND SILO PROJECT (PRELIMINARY)

TEMPERFORM

REV	DESCRIPTION
X	XXX

SCALE 1/4"=1'	DATE	REF. DWG.	JOB NO. XX-XXX
DRAWN RVB	3/28/23	CUST. NO.	
CHECKED XXX		DWG. NO. XXXXXX	SHEET A / REV. 1
APP'D			

CITY OF NOVI CITY COUNCIL
FEBRUARY 10, 2025

SUBJECT: Consideration of approval of Change Order No. 2 to Ajax Paving Industries, Inc. for construction of an 11 Mile Road Pavement Preservation Overlay, Taft Road to Clark Street.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Recommending a cost-effective fix-pavement preservation overlay for 280K rather than a rehabilitation for 1.08M
- Total project costs are estimated at 280K
- The project will commence this spring /summer and will take 2-3 weeks to complete. All traffic will be maintained by flagging

	FY 2024/25
EXPENDITURE REQUIRED	**$ 238,928.07**
BUDGET **Major Street Fund 202-449.20-975.177**	**$ 315,000.00**
APPROPRIATION REQUIRED	**$ 0**
FUND BALANCE IMPACT	**$ 0**
Budget includes the current estimated total project costs for construction (design engineering, construction engineering, crew days, material testing, contingency, etc.), the out-the-door estimated budget is 280K	

BACKGROUND INFORMATION:

On May 20, 2024, City Council approved Change Order No. 3 to Ajax Paving Industries, Inc. to perform a Pavement Preservation Overlay (PPO) on Beck Road between 9 and 11 Mile Roads. The pavement on Beck Road from 9 Mile Road to 11 Mile Road was in poor condition. DPW staff have been using different maintenance options to extend the pavement life until an alternative Beck Road project comes to fruition. City staff recommended issuing a change order to the contractor of the 2023 Capital Preventative Maintenance (CPM) project, Ajax Paving. Ajax who agreed to hold unit

prices from the 2023 CPM project for the Beck Rd PPO, which resulted in significantly lower costs than what was estimated (approx. $1M less).

On August 12, 2024, City Council approved Change Order No. 1 to Ajax Paving Industries, Inc. to perform the same Pavement Preservation Overlay on 11 Mile Road, between Beck and Taft Roads, which required a similar course of action as Beck Road. Due to the relative location and economy of scale to Beck Road, it made sense to move forward with Ajax on this section of road also.

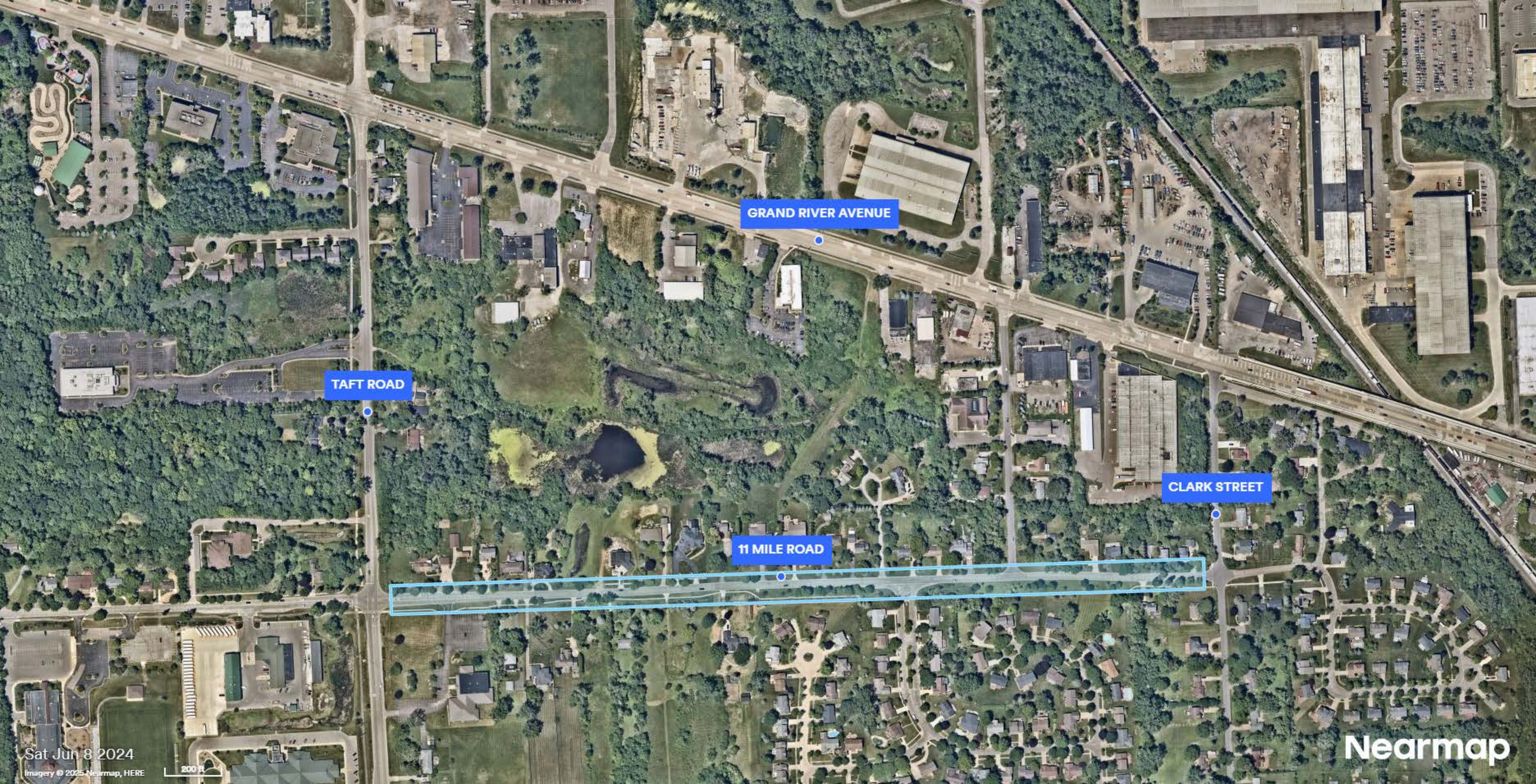
The timing and final product of Change Order No. 1 met was praised by residents in the neighboring subdivisions. Therefore, we are once again requesting this change order on 11 Mile, from Taft Road to Clark Street.

Furthermore, this section of 11 Mile Road (Taft Road to Clark Street) is currently budgeted for a ~$1.08M rehabilitation in the 2027-28 FY. Changing the project to a preservation overlay and completing it in the same contract will offset the costly reconstruction. As discussed in the Finance and Administration Committee, this allows flexibility for funding larger projects with unforeseen expanded costs (12 Mile Road Widening) in future fiscal years. There will be no impact to the capital road program fund balance this fiscal year since the costs are being covered by a combination of maintenance dollars and deferred project savings (moving Beck Road – 11Mile to Grand River from FY 2025/26 to FY 2026/27).

City engineering consultant, AECOM, provided a proposal for the construction administration, inspection crew days, and material testing services. The contract administration and geotechnical engineering services related to this project addition will be granted to the following pre-qualified firms using the fee percentages in the Agreements for Professional Engineering Services and Geotechnical Engineering Services for Public Projects.

AECOM		
Design	2.0% of the Change Order value ($238,928.07 x 0.02)	$4,778.56
Contract Administration	3.0% of the Change Order value ($238,928.07 x 0.03)	$7,167.84
Crew Days	$800 daily inspection fee X 5 days	$4,000.00
G2 Consulting Group, Inc. (G2)		
Material testing services	3.0% of the Change Order value ($238,928.07 X 0.03)	$7,167.84

RECOMMENDED ACTION: Approval of Change Order No. 2 to Ajax Paving Industries, Inc. for construction of an 11 Mile Road Pavement Preservation Overlay, Taft Road to Clark Street, in the amount of $238,928.07.


GRAND RIVER AVENUE
TAFT ROAD
CLARK STREET
11 MILE ROAD
Sat Jun 8 2024
Imagery © 2025 Nearmap, HERE
200 ft
Nearmap

WORK CHANGE DIRECTIVE & CHANGE ORDER No. 2

PURCHASE ORDER NO. 47474

Novi No.: 24-2303
CIP No.: N/A

Project:	BECK RD PPO (9 to 11 Mile) & 11 MILE RD PPO (Beck to Taft)

Owner:	City of Novi 26300 Lee BeGole Dr. Novi, Michigan 48375 (248) 735-5632
Engineer:	AECOM-Great Lakes 39575 Lewis Drive, Suite 400 Novi, Michigan 48377 (248) 204-5900
Contractor:	Ajax Paving Industries, Inc. 1957 Crooks Road, Suite A Troy, Michigan 48084 (248) 244-3300

This document hereby renders changes in the Work, changes in the Contract Time and changes in the Contract Price by adding, deducting and/or balancing individual Contract line items through a signed authorization of the Prime Contractor, Owner, and Engineer.

Drafted Date:	January 20, 2025

Reasoning: Adding the work that is to be completed on 11 Mile Rd between Taft Rd and Clark Rd. To be completed in the spring of 2025.

GL# 202-449.20-975.177

EXISTING CONTRACT ITEMS

Item No.	Division	Item Description	Unit	Unit Price	Quantity	Contract Price Add	Contract Price Deduct
0	1	"Crew Days" - Beck Rd PPO (9 to 10)	CD	$800.00		☐	☐
0	2	"Crew Days" - Beck Rd PPO (10 to 11)	CD	$800.00		☐	☐
0	3	"Crew Days" - 11 Mile PPO (Beck to Taft)	CD	$800.00		☐	☐
0	4	"Crew Days" - 11 Mile PPO (Taft to Clark)	CD	$800.00	5	☑	☐
0	5	"Crew Days" -	CD	$800.00		☐	☐
					Subtotals	$0.00	$0.00
					Total		$0.00

NEW CONTRACT ITEMS

Item No.	Division	Item Description	Unit	Unit Price	Quantity	Contract Price Add	Contract Price Deduct
400	4	Mobilization - 11 Mile Rd (Taft to Clark)	LS	$21,000.00	1	$21,000.00	
401	4	Pre-construction Audio-Visual - 11 (T - C)	LS	$925.00	1	$925.00	
402	4	Erostion Ctrl, Inlet Protection, Fabric Drop	Ea	$100.00	18	$1,800.00	
403	4	Cold Milling HMA Surface	Syd	$2.98	8184	$24,388.32	
404	4	HMA, 4EMH	Ton	$117.25	991	$116,194.75	
405	4	Base Repairs	Syd	$30.00	164	$4,920.00	
406	4	Curb and Gutter, Rem	Ft	$20.00	35	$700.00	
407	4	Curb and Gutter, Conc	Ft	$120.00	35	$4,200.00	
408	4	Dr Structure Cover, Type K	Ea	$1,200.00	3	$3,600.00	
409	4	DPS Structure Cover, Adj, Case 1	Ea	$1,600.00	7	$11,200.00	
410	4	Pavement Markings - 11 Mile (Taft to Clark)	LS	$8,500.00	1	$8,500.00	
411	4	Maintaininng Traffic - 11 Mile (Taft to Clark)	LS	$41,500.00	1	$41,500.00	
					Subtotals	$238,928.07	$0.00
					Total		**$238,928.07**

Increase/Decrease in Contract Price	**$238,928.07**
Original Contract Amount	**$1,449,236.05**
Sum of Previous Approved Change Orders	**-$104,245.47**
Revised Contract Amount	**$1,583,918.65**

THE CHANGES ADDRESSED BY THIS CHANGE ORDER HEREBY ADJUSTS THE CONTRACT TIME BY:

Benjamin J. Kohler

Digitally signed by: Benjamin J. Kohler
DN: CN = Benjamin J. Kohler email = bkohler@ajaxpaving.com C = US O = Ajax Paving Industries, Inc. OU = Estimating
Date: 2025.01.20 09:05:57 -05'00'

Accepted By: _____
Ajax Paving Industries, Inc.

Conti, Dominic

Digitally signed by Conti, Dominic
DN: cn=Conti, Dominic, ou=USCHG1, email=Dominic.Conti@aecom.com
Date: 2025.01.20 09:12:35 -05'00'

Prepared By: _____
AECOM-Great Lakes

Digitally signed by Aaron Staup
Date: 2025.01.21 07:56:03 -05'00'

Reviewed By: _____
Aaron J. Staup, Construction Engineer

Approved By: _____
Tracey Marzonie, Purchasing Manager

CITY OF NOVI CITY COUNCIL
FEBRUARY 10, 2025

SUBJECT: Consideration of approval of the final payments to Asphalt Specialists, Inc. for the 2022 and 2023 Neighborhood Road Program – Asphalt Streets.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Bid out as a two-year contract (2022 and 2023).
- Several 'alternates' were included with both contract years.

FINANCIAL IMPACT

	FY 2024-25
EXPENDITURE REQUIRED	**$ 239,295.63**
BUDGET **203 LOCAL STREET FUND** 2022 NRP- Asphalt	 **$ 85,476.94 Retainage**
2023 NRP- Asphalt	**$ 101,336.00 Expense** **$ 52,482.69 Retainage**
APPROPRIATION REQUIRED	**$0**
FUND BALANCE IMPACT	**$0**

BACKGROUND INFORMATION:

The asphalt streets portion of the Neighborhood Road Program (NRP) was advertised, bid, and awarded for a two-year contract to capture unit prices and lower the logistical costs of bidding and design separately. This process also allowed the City flexibility regarding the scheduling of different project areas. The NRP work includes both asphalt rehabilitation and reconstruction of local roadways in an effort to preserve the longevity of the existing roadways in the City's network.

The following streets were selected and completed as part of the 2022 asphalt program: Park Place Drive, Roberts Road, Lochmoor Lane, Groveland Street, Glenhurst Street, Mulberry Lane, Christina Lane, Sandstone Drive, and Marks Drive, Philip Drive, and Todd Lane (added as Alternates to the contract).

The following streets were selected and completed as part of the 2023 asphalt program: Glenwood Drive, Woodham Drive (north of Ten Mile Road), Lannys Road, Clark Street, Stone Road, two segments of Galway Drive, and Veranda Drive (added as an Alternate to the contract).

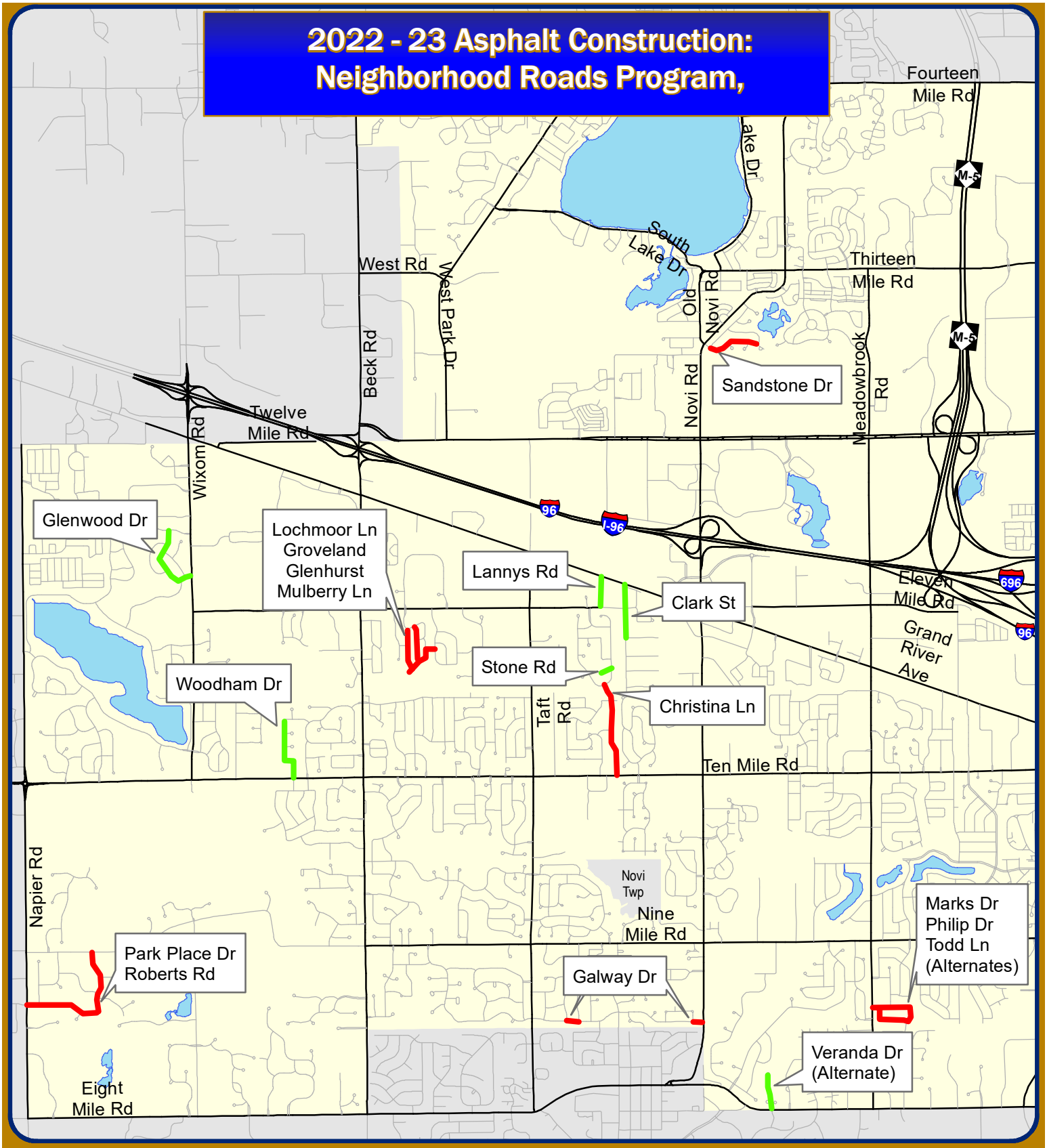
This two-year construction contract was awarded at the April 25, 2022, City Council meeting to Asphalt Specialists, Inc., in the amount of $2,329,191.00. Staff worked with the engineering consultant for this project, Spalding DeDecker & Associates, to review and verify the final contract amounts of $85,476.94 and $153,818.69 that are due to the contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, January 23, 2025).

For the 2022 program, there were four (4) approved change orders issued resulting in an overall increase of $285,968.31 or 20.1% over the awarded amount. The approved change orders resulted in a final contract price of $1,705,835.81 for the 2022 contract.

For the 2023 program, there were three (3) approved change orders issued resulting in an overall increase of $216,066.35 or 23.8% over the awarded amount. The approved change orders resulted in a final contract price of $1,125,389.85 for the 2023 contract.

RECOMMENDED ACTION: Approval of the final payments to Asphalt Specialists, Inc. for the 2022 and 2023 Neighborhood Road Program – Asphalt Streets in the amount of $85,476.94 and $153,818.69, respectively, plus interest earned on retainage.

2022 - 23 Asphalt Construction: Neighborhood Roads Program,



Map Author: Rebecca Runkel
Date: April 6, 2022
Project: 2022-23 NRP Asphalt
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

- 2022 Asphalt Program
- 2023 NRP Asphalt Program

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

Feet
0 800 1,600 3,200 4,800
1 inch = 4,080 feet

2022 NEIGHBORHOOD ROAD PROGRAM – ASPHALT STREETS

Before – Christina Lane, north of Ten Mile Road, looking south

Before – Galway Drive, just west of Novi Road, looking east

Before – Groveland Road (Lochmoor Village) looking north

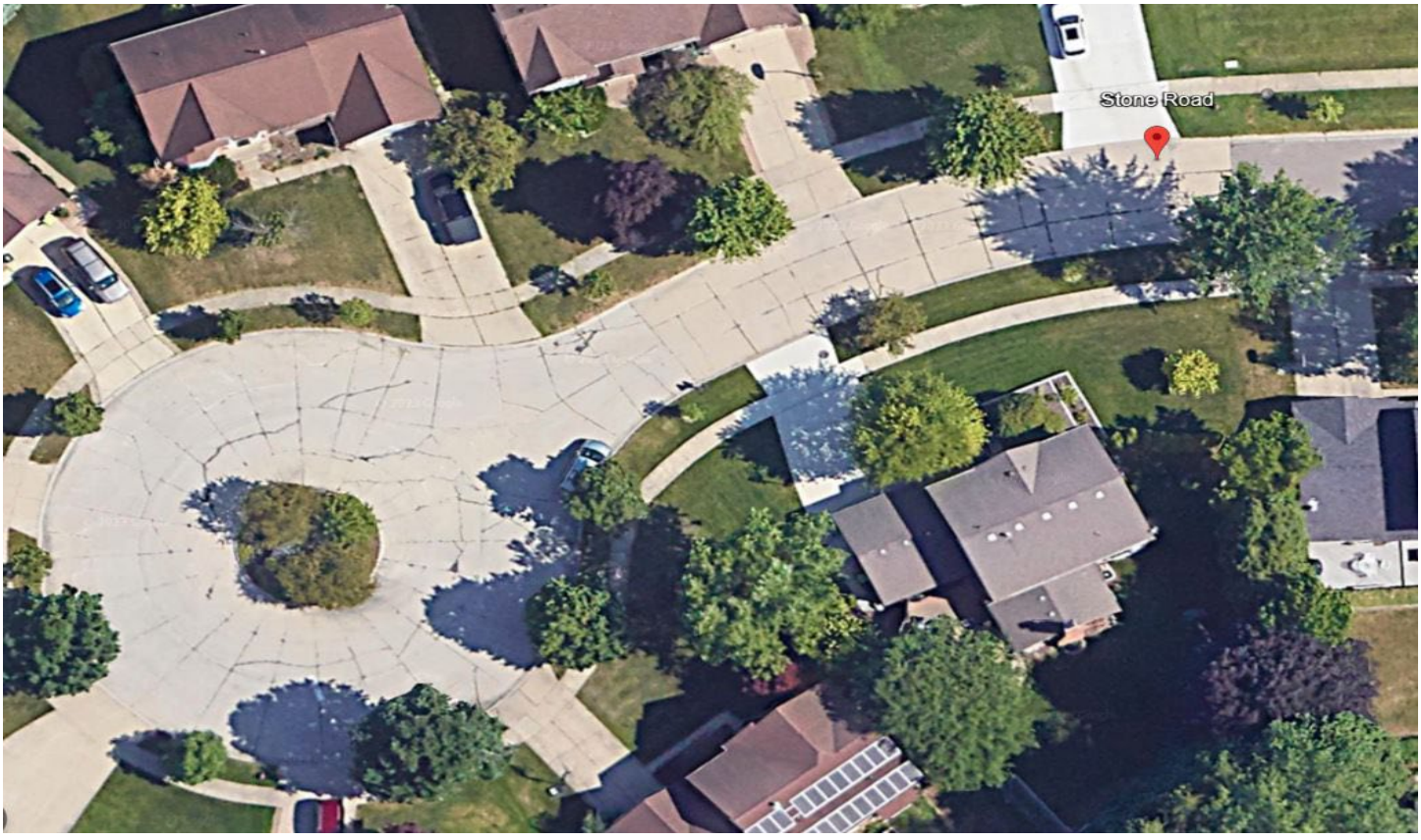
After – Christina Lane, north of Ten Mile Road, looking north

After – Christina Lane, north of Concord Drive, looking south

After – Galway Drive, east of Connemara Drive, looking west

2023 NEIGHBORHOOD ROAD PROGRAM – ASPHALT STREETS

Before – Glenwood Drive, west of Wixom Road, looking east



Before – Stone Road (aerial) – Concrete

Before – Veranda Drive (Yerkes Manor), north of 8 Mile, looking north

After – Glenwood Drive, west of Wixom Road, looking north

After – Stone Road, west of Buckminster Drive, looking west (Asphalt)

After – Veranda Drive (Yerkes Manor), north of 8 Mile Road, looking south

After – Clark Street, north of 11 Mile Road, looking south

After – Lanny's Road, north of 11 Mile Road, looking north

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

January 22, 2025

Aaron Staup, Construction Engineer
City of Novi
Department of Public Works
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: ***2022 and 2023 Neighborhood Roads - Asphalt – Asphalt Specialists, Inc.*** **- Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the 2022 and 2023 Neighborhood Roads - Asphalt Projects:

1. Applications for Final Payment
2. Contractor's Sworn Statements
3. Waivers of Lien
4. Consents of Surety to Final Payment
5. Bond Rider – Total Project Cost for 2-years

The closing documents appear to be in order. The Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final check. 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
Enclosure
C: Cortney Hanson, Clerk (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Megan Mikus, Deputy Director of Public Works (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

CITY OF NOVI

Balance Due This Payment = $ 85,476.94

PURCHASE ORDER NO.
97003

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: 2022 Neighborhood Road Program - Asphalt Streets
NOVI PROJECT NO.: 22-2101
CIP NO.: 102-01
PAYMENT NO.: FINAL

OWNER: City of Novi, 45175 W. Ten Mile Road, Novi, Michigan 48375
ENGINEER: Spalding DeDecker, 905 South Boulevard East, Rochester, Michigan 48037, (248) 844-5400
CONTRACTOR: Asphalt Specialists, Inc. (ASI), 1780 E. Highwood Street, Pontiac, Michigan 48340, (248) 334-4570

CONTRACT AMOUNT
ORIGINAL: $1,419,867.50
REVISED: $1,705,835.81

FINAL COMPLETION DATES
ORIGINAL: October 31, 2022
REVISED:
ACTUAL:

DATES OF ESTIMATE
FROM: July 1, 2023
TO: December 5, 2024

SECTION 1. **COST OF COMPLETED WORK TO DATE**

Item No.	2022 NRP - Asphalt Streets - Base Bid GL# 203-449.30-974.233 Description of Item	Unit	CONTRACT ITEMS (Original) Quantity	Cost/Unit	Total Amt	CONTRACT ITEMS (Revised) Quantity	Cost/Unit	Total Amt	THIS PERIOD Quantity	Amount	%	TOTAL TO DATE Quantity	Amount	%
0	Crew Days - Division 1	CD	73.00	$ 700.00	$ 51,100.00	91.00	$ 700.00	$ 63,700.00				100.00	$ 70,000.00	110%
0	Crew Days - Division 2	CD	0.00	$ 700.00		0.00	$ 700.00	$ -				0.00		
0	Crew Days - Division 3	CD	0.00	$ 700.00		0.00	$ 700.00	$ -				0.00		
0	Crew Days - Division 4	CD	0.00	$ 700.00		0.00	$ 700.00	$ -				0.00		
0	Crew Days - Division 5	CD	0.00	$ 700.00		0.00	$ 700.00	$ -				0.00		
	TOTAL CREW DAYS		**73.00**	**$ 700.00**	**$ 51,100.00**	**91.00**	**$ 700.00**	**$ 63,700.00**	**0.00**			**100.00**	**$ 70,000.00**	**110%**
1	Bonds, Insurance & Mobilization (5%)	LS	1.00	$ 53,000.00	$ 53,000.00	1.00	$ 53,000.00	$ 53,000.00				1.00	$ 53,000.00	100%
2	Pre-Construction Audio/Visual	LS	1.00	$ 3,500.00	$ 3,500.00	1.00	$ 3,500.00	$ 3,500.00				1.00	$ 3,500.00	100%
3	Soil Erosion Control Measures	LS	1.00	$ 5,500.00	$ 5,500.00	1.00	$ 5,500.00	$ 5,500.00				1.00	$ 5,500.00	100%
4	Temporary Traffic Control	LS	1.00	$ 4,500.00	$ 4,500.00	1.00	$ 4,500.00	$ 4,500.00				1.00	$ 4,500.00	100%
5	Tree Protection Fencing	LF	100.00	$ 6.00	$ 600.00	0.00	$ 6.00	$ -				0.00		
6	Conduit, Schedule 40, 4-inch	LF	300.00	$ 17.00	$ 5,100.00	0.00	$ 17.00	$ -				0.00		
7	Underdrain, 6-inch, w/Geotextile Wrap	LF	500.00	$ 21.00	$ 10,500.00	213.00	$ 21.00	$ 4,473.00				213.00	$ 4,473.00	100%
8	HMA Surface, Remove, Modified	SY	2201.00	$ 12.00	$ 26,412.00	10529.39	$ 12.00	$ 126,352.68				10529.39	$ 126,352.68	100%
9	Cold Milling HMA Surface	SY	44373.00	$ 2.75	$ 122,025.75	52183.05	$ 2.75	$ 143,503.39				52183.05	$ 143,503.39	100%
10	Sidewalk, Remove, Modified	SY	448.00	$ 14.00	$ 6,272.00	338.16	$ 14.00	$ 4,734.24				338.16	$ 4,734.24	100%
11	Dr Structure, Remove	EA	2.00	$ 550.00	$ 1,100.00	2.00	$ 550.00	$ 1,100.00				2.00	$ 1,100.00	100%
12	Subgrade Undercut (As Needed)	CY	147.00	$ 70.00	$ 10,290.00	0.00	$ 70.00	$ -				0.00		
13	Sewer, Rem, 24-inch to 48-inch	LF	36.00	$ 30.00	$ 1,080.00	44.00	$ 30.00	$ 1,320.00				44.00	$ 1,320.00	100%
14	Structure Rehab Type 1: Point-Up	EA	26.00	$ 275.00	$ 7,150.00	14.00	$ 275.00	$ 3,850.00				14.00	$ 3,850.00	100%
15	Structure Rehab Type 2: Cover Adjust	EA	20.00	$ 800.00	$ 16,000.00	4.00	$ 800.00	$ 3,200.00				4.00	$ 3,200.00	100%
16	Structure Rehab Type 3: Reconstruct	EA	2.00	$ 975.00	$ 1,950.00	0.00	$ 975.00	$ -				0.00		
17	Sewer, RCP Cl IV, 24-inch	LF	36.00	$ 125.00	$ 4,500.00	44.00	$ 125.00	$ 5,500.00				44.00	$ 5,500.00	100%
18	Agg Base, 6-inch, Limestone	SY	506.00	$ 14.00	$ 7,084.00	312.84	$ 14.00	$ 4,379.76				312.84	$ 4,379.76	100%
19	Agg Base, 8-inch, Limestone	SY	2140.00	$ 10.00	$ 21,400.00	5301.30	$ 10.00	$ 53,013.00				5301.30	$ 53,013.00	100%
20	Dr Structure, 48-inch Diameter	EA	2.00	$ 3,800.00	$ 7,600.00	2.00	$ 3,800.00	$ 7,600.00				2.00	$ 7,600.00	100%
21	HMA, 4EML	TON	2745.00	$ 105.00	$ 288,225.00	2598.44	$ 105.00	$ 272,836.20				2598.44	$ 272,836.20	100%
22	HMA, 5EML	TON	4727.00	$ 125.00	$ 590,875.00	5032.69	$ 125.00	$ 629,086.25				5032.69	$ 629,086.25	100%
23	Curb and Gutter, Conc, Remove	LF	2932.00	$ 20.00	$ 58,640.00	3146.50	$ 20.00	$ 62,930.00				3146.50	$ 62,930.00	100%
24	Curb and Gutter, Conc, Modified	LF	2932.00	$ 40.00	$ 117,280.00	3763.50	$ 40.00	$ 150,540.00				3763.50	$ 150,540.00	100%
	TOTAL THIS SHEET				$ 1,370,583.75			$ 1,540,918.52		$ -			$ 1,540,918.52	100%

CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: 2022 Neighborhood Road Program - Asphalt Streets
NOVI PROJECT NO.: 22-2101
CIP NO.: 102-01
PAYMENT NO.: FINAL

SECTION 1. **COST OF COMPLETED WORK TO DATE**

Item No.	2022 NRP - Asphalt Streets - Base Bid, Continued GL# 203-203.00-864.233 Description of Item	Unit	CONTRACT ITEMS (Original) Quantity	Cost/Unit	Total Amt	CONTRACT ITEMS (Revised) Quantity	Cost/Unit	Total Amt	THIS PERIOD Quantity	Amount	%	TOTAL TO DATE Quantity	Amount	%
25	Sidewalk, Conc, 4-inch	SF	287.00	$ 6.75	$ 1,937.25	2274.02	$ 6.75	$ 15,349.64				2274.02	$ 15,349.64	100%
26	ADA Ramp, Conc, 6-inch	SF	3726.00	$ 6.75	$ 25,150.50	1853.78	$ 6.75	$ 12,513.02				1853.78	$ 12,513.02	100%
27	ADA Detectable Warning Plate	SF	382.00	$ 28.00	$ 10,696.00	399.00	$ 28.00	$ 11,172.00				399.00	$ 11,172.00	100%
28	Restoration	LS	1.00	$ 10,000.00	$ 10,000.00	1.00	$ 10,000.00	$ 10,000.00				1.00	$ 10,000.00	100%
29	Permit Allowance	DLR	1500.00	$ 1.00	$ 1,500.00	0.00	$ 1.00					0.00		

CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: 2022 Neighborhood Road Program - Asphalt Streets
NOVI PROJECT NO.: 22-2101
CIP NO.: 102-01
PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1. **COST OF COMPLETED WORK TO DATE**

Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS Quantity	Cost/Unit	Total Amt	THIS PERIOD Quantity	Amount	%	TOTAL TO DATE Quantity	Amount	%
30	Agg Base, 4-inch, Limestone	SY	1	0	3648.85	$ 7.25	$ 26,454.16				3648.85	$ 26,454.16	100%
31	GeoGrid	SY	1	0	3864.00	$ 3.27	$ 12,635.28				3864.00	$ 12,635.28	100%
32	Subgrade Undercut (As-Needed) 1x3	CY	1	0	801.00	$ 75.00	$ 60,075.00				801.00	$ 60,075.00	100%
33	Hand Patch HMA	SY	1	0	568.70	$ 26.00	$ 14,786.20				568.70	$ 14,786.20	100%
34	_Geogrid, Adjustment	SY	1	0	3864.00	$ 0.50	$ 1,932.00				3864.00	$ 1,932.00	100%
35			0	0	0.00	$ -	$ -				0.00	$ -	
36			0	0	0.00	$ -	$ -				0.00	$ -	
37			0	0	0.00	$ -	$ -				0.00	$ -	
38			0	0	0.00	$ -	$ -				0.00	$ -	
39			0	0	0.00	$ -	$ -				0.00	$ -	
40			0	0	0.00	$ -	$ -				0.00	$ -	
41			0	0	0.00	$ -	$ -				0.00	$ -	
42			0	0	0.00	$ -	$ -				0.00	$ -	
43			0	0	0.00	$ -	$ -				0.00	$ -	
44			0	0	0.00	$ -	$ -				0.00	$ -	
45			0	0	0.00	$ -	$ -				0.00	$ -	
46			0	0	0.00	$ -	$ -				0.00	$ -	
47			0	0	0.00	$ -	$ -				0.00	$ -	
48			0	0	0.00	$ -	$ -				0.00	$ -	
49			0	0	0.00	$ -	$ -				0.00	$ -	
50			0	0	0.00	$ -	$ -				0.00	$ -	
51			0	0	0.00	$ -	$ -				0.00	$ -	
52			0	0	0.00	$ -	$ -				0.00	$ -	
53			0	0	0.00	$ -	$ -				0.00	$ -	
54			0	0	0.00	$ -	$ -				0.00	$ -	
55			0	0	0.00	$ -	$ -				0.00	$ -	
56			0	0	0.00	$ -	$ -				0.00	$ -	
57			0	0	0.00	$ -	$ -				0.00	$ -	
	TOTAL FROM THIS SHEET						$ 115,882.64		$ -			$ 115,882.64	
	TOTAL FROM OTHER SHEETS				$ 1,419,867.50		$ 1,589,953.17		$ -			$ 1,589,953.17	
	GRAND TOTAL				**$ 1,419,867.50**		**$ 1,705,835.81**		**$ -**			**$ 1,705,835.81**	**100%**

CITY OF NOVI

PURCHASE ORDER NO.
97003

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2022 Neighborhood Road Program - Asphalt Streets
NOVI PROJECT NO.: 22-2101
CIP NO.: 102-01
PAYMENT NO.: FINAL

Original Contract Amount:			$	1,419,867.50
Change Orders:			$	285,968.31
Adjusted Contract Amount to Date:			$	1,705,835.81
Total Cost of Work Performed to Date:			$	1,705,835.81
MINUS Retainage:		0%	$	-
MINUS Inspection "Crew Days":	To Date	100.00	$	6,300.00
	This Pay	0.00		
Net Amt. Earned of Contract and Extra Work to Date:			$	1,699,535.81
MINUS L.D.'s:	# of days over =		$	-
	$ amount/day =	$1,500		
Subtotal:			$	1,699,535.81
ADD Incentive "Crew Days", if under:			$	-
Subtotal:			$	1,699,535.81
MINUS Amount of Previous Payments:			$	1,614,058.87

1	$	**246,152.47**
2	$	**556,815.22**
3	$	**811,091.18**
4	$	-
5	$	-
6	$	-
7	$	-
8	$	-
9	$	-
10	$	-

BALANCE DUE THIS PAYMENT: **$ 85,476.94**

CHANGE ORDERS

No.	Date		Amount
1	June 27, 2022	$	250,972.44
	August 16, 2022	$	179,865.75
3	December 12, 2022	$	(141,166.98)
4	November 25, 2024	$	(3,702.90)
5			
6			
7			
8			
9			
10			
	TOTAL:	**$**	**285,968.31**

Inspection "Crew Days" Allowed per Contract:	73.00
Additional "Crew Days" per Change Orders:	18.00
Total Inspection "Crew Days" Allowed:	91.00
Inspection "Crew Days" Used to Date:	100.00
Inspection "Crew Days" Remaining:	-9.00

CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT:	2022 Neighborhood Road Program - Asphalt Streets	**NOVI PROJECT NO.:**	22-2101	**PAYMENT NO.:**	FINAL
		CIP NO.:	102-01		

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all leins, claims, security interest, and encumberences (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lein, claim security interest, or encumberence); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Asphalt Specialists, Inc. (ASI)
CONTRACTOR - Electronic Signature Certification

Spalding DeDecker
CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

☐ All Full Unconditional Waivers of lien have been received from each subcontractor and/or supplier, reviewed and approved by the Consultant. Also, attached to this Final Payment is a copy of the Contractor's Sworn Statement, Consent of Surety, and a new Maintenance and Guarantee Bond (if the amount is greater than the final contract price) or a Maintenance Bond Rider covering the difference between the final contract price and the awarded amount.

WORK CHANGE DIRECTIVE & CHANGE ORDER No. 4

PURCHASE ORDER NO. 97003

NOVI NO.: 22-2101
CIP NO.: 102-01

Project:	**2022 Neighborhood Road Program - Asphalt Streets**

Owner:	City of Novi 26300 Lee BeGole Dr. Novi, Michigan 48375 (248) 735-5632
Engineer:	Spalding DeDecker 905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400
Contractor:	Asphalt Specialists, Inc. (ASI) 1780 E. Highwood Street Pontiac, Michigan 48340 (248) 334-4570

This document hereby renders changes in the Work, changes in the Contract Time and changes in the Contract Price by adding, deducting and/or balancing individual Contract line items through a signed authorization of the Prime Contractor, Owner, and Engineer.

Drafted Date:	**November 25, 2024**

Reasoning:	Final Balancing

EXISTING CONTRACT ITEMS

Item No.	Division	Item Description	Unit	Unit Price	Quantity	Contract Price Add	Contract Price Deduct
0	1	"Crew Days" - Base Bid	CD	$700.00		☐	☐
0	2	"Crew Days" -	CD	$700.00		☐	☐
0	3	"Crew Days" -	CD	$700.00		☐	☐
0	4	"Crew Days" -	CD	$700.00		☐	☐
0	5	"Crew Days" -	CD	$700.00		☐	☐
					Subtotals	$0.00	$0.00
					Total		**$0.00**

NEW CONTRACT ITEMS

Item No.	Division	Item Description	Unit	Unit Price	Quantity	Contract Price	
						Add	Deduct
12	1	Subgrade Undercut (As Needed)	CY	$70.00	31.47		$2,202.90
29	1	Permit Allowance	DLR	$1.00	1500		$1,500.00

CITY OF NOVI

Balance Due This Payment = $ 153,818.69

PURCHASE ORDER NO.
97279

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: 2023 Neighborhood Road Program - Asphalt Streets
NOVI PROJECT NO.: 23-2101
CIP NO.: 102-01
PAYMENT NO.: FINAL

OWNER: City of Novi, 45175 W. Ten Mile Road, Novi, Michigan 48375
ENGINEER: Spalding DeDecker, 905 South Boulevard East, Rochester, Michigan 48037, (248) 844-5400
CONTRACTOR: Asphalt Specialists, Inc. (ASI), 1780 E. Highwood Street, Pontiac, Michigan 48340, (248) 334-4570

CONTRACT AMOUNT
ORIGINAL: $909,323.50
REVISED: $1,125,389.85

FINAL COMPLETION DATES
ORIGINAL: September 21, 2023
REVISED:
ACTUAL:

DATES OF ESTIMATE
FROM: June 30, 2024
TO: July 17, 2024

SECTION 1. **COST OF COMPLETED WORK TO DATE**

Item No.	2023 NRP - Asphalt Streets - Base Bid GL# 203-449.30-974.243 Description of Item	Unit	CONTRACT ITEMS (Original) Quantity	Cost/Unit	Total Amt	CONTRACT ITEMS (Revised) Quantity	Cost/Unit	Total Amt	THIS PERIOD Quantity	Amount	%	TOTAL TO DATE Quantity	Amount	%
0	Crew Days - Division 1	CD	65.00	$ 700.00	$ 45,500.00	65.00	$ 700.00	$ 45,500.00				66.00	$ 46,200.00	102%
0	Crew Days - Division 2	CD	0.00	$ 700.00		0.00	$ 700.00	$ -				0.00		
0	Crew Days - Division 3	CD	0.00	$ 700.00		0.00	$ 700.00	$ -				0.00		
0	Crew Days - Division 4	CD	0.00	$ 700.00		0.00	$ 700.00	$ -				0.00		
0	Crew Days - Division 5	CD	0.00	$ 700.00		0.00	$ 700.00	$ -				0.00		
	TOTAL CREW DAYS		**65.00**	**$ 700.00**	**$ 45,500.00**	**65.00**	**$ 700.00**	**$ 45,500.00**	**0.00**			**66.00**	**$ 46,200.00**	**102%**
1	Bonds, Insurance & Mobilization (5%)	LS	1.00	$ 42,000.00	$ 42,000.00	1.00	$ 42,000.00	$ 42,000.00				1.00	$ 42,000.00	100%
2	Pre-Construction Audio/Visual	LS	1.00	$ 2,000.00	$ 2,000.00	0.00	$ 2,000.00	$ -				0.00		
3	Soil Erosion Control Measures	LS	1.00	$ 4,000.00	$ 4,000.00	1.00	$ 4,000.00	$ 4,000.00				1.00	$ 4,000.00	100%
4	Temporary Traffic Control	LS	1.00	$ 5,000.00	$ 5,000.00	1.00	$ 5,000.00	$ 5,000.00				1.00	$ 5,000.00	100%
5	Tree Protection Fencing	LF	100.00	$ 6.00	$ 600.00	0.00	$ 6.00	$ -				0.00		
6	Conduit, Schedule 40, 4-inch	LF	300.00	$ 17.00	$ 5,100.00	0.00	$ 17.00	$ -				0.00		
7	Underdrain, 6-inch w/Geotextile Wrap	LF	500.00	$ 21.00	$ 10,500.00	797.00	$ 21.00	$ 16,737.00				797.00	$ 16,737.00	100%
8	Pavement, Remove, Modified	SY	1432.00	$ 12.50	$ 17,900.00	1653.50	$ 12.50	$ 20,668.75				1653.50	$ 20,668.75	100%
9	HMA Surface, Remove, Modified	SY	1106.00	$ 12.00	$ 13,272.00	4820.70	$ 12.00	$ 57,848.40				4820.70	$ 57,848.40	100%
10	Cold Milling HMA Surface	SY	23619.00	$ 2.75	$ 64,952.25	30454.00	$ 2.75	$ 83,748.50				30454.00	$ 83,748.50	100%
11	Driveway, Remove, Modified	SY	75.00	$ 21.00	$ 1,575.00	0.00	$ 21.00	$ -				0.00		
12	Sidewalk, Remove, Modified	SY	481.00	$ 14.00	$ 6,734.00	375.56	$ 14.00	$ 5,257.84				375.56	$ 5,257.84	100%
13	Subgrade Undercut (As Needed)	CY	53.00	$ 70.00	$ 3,710.00	0.00	$ 70.00	$ -				0.00		
14	Structure Rehab Type 1: Point-Up	EA	5.00	$ 275.00	$ 1,375.00	3.00	$ 275.00	$ 825.00				3.00	$ 825.00	100%
15	Structure Rehab Type 2: Cover Adjust	EA	35.00	$ 800.00	$ 28,000.00	3.00	$ 800.00	$ 2,400.00				3.00	$ 2,400.00	100%
16	Structure Cover, Type SAN	EA	1.00	$ 700.00	$ 700.00	1.00	$ 700.00	$ 700.00				1.00	$ 700.00	100%
17	Agg Base, 6-inch, Limestone	SY	485.00	$ 14.00	$ 6,790.00	375.56	$ 14.00	$ 5,257.84				375.56	$ 5,257.84	100%
18	Agg Base, 8-inch, Limestone	SY	5982.00	$ 10.00	$ 59,820.00	6097.40	$ 10.00	$ 60,974.00				6097.40	$ 60,974.00	100%
19	HMA, 4EML	TON	820.00	$ 105.00	$ 86,100.00	959.22	$ 105.00	$ 100,718.10				959.22	$ 100,718.10	100%
20	HMA, 5EML	TON	3421.00	$ 125.00	$ 427,625.00	3854.42	$ 125.00	$ 481,802.50				3854.42	$ 481,802.50	100%
21	Curb and Gutter, Conc, Remove	LF	1085.00	$ 20.00	$ 21,700.00	2780.60	$ 20.00	$ 55,612.00	1695.60	$ 33,912.00	61%	2780.60	$ 55,612.00	100%
22	Curb and Gutter, Conc, Modified	LF	1085.00	$ 40.00	$ 43,400.00	2770.60	$ 40.00	$ 110,824.00	1685.60	$ 67,424.00	61%	2770.60	$ 110,824.00	100%
23	Driveway, Nonreinf Conc, 6-inch	SY	75.00	$ 50.00	$ 3,750.00	0.00	$ 50.00	$ -				0.00		
24	ADA Ramp, Conc, 6-inch	SF	4099.00	$ 6.75	$ 27,668.25	3380.21	$ 6.75	$ 22,816.42				3380.21	$ 22,816.42	100%
	TOTAL THIS SHEET				$ 884,271.50			$ 1,077,190.35		$ 101,336.00			$ 1,077,190.35	100%

CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: 2023 Neighborhood Road Program - Asphalt Streets
NOVI PROJECT NO.: 23-2101
CIP NO.: 102-01
PAYMENT NO.: FINAL

SECTION 1. **COST OF COMPLETED WORK TO DATE**

Item No.	2023 NRP - Apshalt Streets - Base Bid, Continued GL# 203-449.30-974.243 Description of Item	Unit	CONTRACT ITEMS (Original) Quantity	Cost/Unit	Total Amt	CONTRACT ITEMS (Revised) Quantity	Cost/Unit	Total Amt	THIS PERIOD Quantity	Amount	%	TOTAL TO DATE Quantity	Amount	%
25	ADA Detectable Warning Plate	SF	484.00	$ 28.00	$ 13,552.00	374.00	$ 28.00	$ 10,472.00				374.00	$ 10,472.00	100%
26	Restoration	LS	1.00	$ 10,000.00	$ 10,000.00	1.00	$ 10,000.00	$ 10,000.00				1.00	$ 10,000.00	100%
27	Permit Allowance	DLR	1500.00	$ 1.00	$ 1,500.00	0.00	$ 1.00					0.00		
	TOTAL FROM THIS SHEET				$ 25,052.00			$ 20,472.00		$ -			$ 20,472.00	
	TOTAL FROM OTHER SHEET				$ 884,271.50			$ 1,077,190.35		$ 101,336.00			$ 1,077,190.35	
	SUBTOTAL				$ 909,323.50			$ 1,097,662.35		$ 101,336.00			$ 1,097,662.35	100%

CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: 2023 Neighborhood Road Program - Asphalt Streets
NOVI PROJECT NO.: 23-2101
CIP NO.: 102-01
PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1. **COST OF COMPLETED WORK TO DATE**

Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS Quantity	Cost/Unit	Total Amt	THIS PERIOD Quantity	Amount	%	TOTAL TO DATE Quantity	Amount	%
28	_Subgrade Undercut, 1x3	CY	1	203-449.30-974.243	350.20	$ 75.00	$ 26,265.00				350.20	$ 26,265.00	100%
29	_Electrical Investigation	DLR	1	203-449.30-974.243	1462.50	$ 1.00	$ 1,462.50				1462.50	$ 1,462.50	100%
30			0	0	0.00	$ -	$ -				0.00	$ -	
31			0	0	0.00	$ -	$ -				0.00	$ -	
32			0	0	0.00	$ -	$ -				0.00	$ -	
33			0	0	0.00	$ -	$ -				0.00	$ -	
34			0	0	0.00	$ -	$ -				0.00	$ -	
35			0	0	0.00	$ -	$ -				0.00	$ -	
36			0	0	0.00	$ -	$ -				0.00	$ -	
37			0	0	0.00	$ -	$ -				0.00	$ -	
38			0	0	0.00	$ -	$ -				0.00	$ -	
39			0	0	0.00	$ -	$ -				0.00	$ -	
40			0	0	0.00	$ -	$ -				0.00	$ -	
41			0	0	0.00	$ -	$ -				0.00	$ -	
42			0	0	0.00	$ -	$ -				0.00	$ -	
43			0	0	0.00	$ -	$ -				0.00	$ -	
44			0	0	0.00	$ -	$ -				0.00	$ -	
45			0	0	0.00	$ -	$ -				0.00	$ -	
46			0	0	0.00	$ -	$ -				0.00	$ -	
47			0	0	0.00	$ -	$ -				0.00	$ -	
48			0	0	0.00	$ -	$ -				0.00	$ -	
49			0	0	0.00	$ -	$ -				0.00	$ -	
50			0	0	0.00	$ -	$ -				0.00	$ -	
51			0	0	0.00	$ -	$ -				0.00	$ -	
52			0	0	0.00	$ -	$ -				0.00	$ -	
53			0	0	0.00	$ -	$ -				0.00	$ -	
54			0	0	0.00	$ -	$ -				0.00	$ -	
55			0	0	0.00	$ -	$ -				0.00	$ -	
	TOTAL FROM THIS SHEET						$ 27,727.50		$ -			$ 27,727.50	
	TOTAL FROM OTHER SHEETS				$ 909,323.50		$ 1,097,662.35		$ 101,336.00			$ 1,097,662.35	
	GRAND TOTAL				**$ 909,323.50**		**$ 1,125,389.85**		**$ 101,336.00**			**$ 1,125,389.85**	**100%**

CITY OF NOVI

PURCHASE ORDER NO.
97279

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2023 Neighborhood Road Program - Asphalt Streets
NOVI PROJECT NO.: 23-2101
CIP NO.: 102-01
PAYMENT NO.: FINAL

Original Contract Amount:		$	909,323.50
Change Orders:		$	216,066.35
Adjusted Contract Amount to Date:		$	1,125,389.85
Total Cost of Work Performed to Date:		$	1,125,389.85
MINUS Retainage:	0%	$	-
MINUS Inspection "Crew Days": To Date	66.00	$	700.00
This Pay	0.00		
Net Amt. Earned of Contract and Extra Work to Date:		$	1,124,689.85
MINUS L.D.'s: # of days over =		$	-
$ amount/day =	$1,500		
Subtotal:		$	1,124,689.85
ADD Incentive "Crew Days", if under:		$	-
Subtotal:		$	1,124,689.85
MINUS Amount of Previous Payments:		$	970,871.16

1	$	**723,405.93**
2	$	**90,219.61**
3	$	**157,245.62**
4		
5		
6		
7		
8		
9		
10		

BALANCE DUE THIS PAYMENT: **$ 153,818.69**

CHANGE ORDERS

No.	Date		Amount
1	August 31, 2023	$	95,704.85
	May 3, 2024	$	44,625.50
3	July 17, 2024	$	75,736.00
4			
5			
6			
7			
8			
9			
10			
	TOTAL:	**$**	**216,066.35**

Inspection "Crew Days" Allowed per Contract:	65.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	65.00
Inspection "Crew Days" Used to Date:	66.00
Inspection "Crew Days" Remaining:	-1.00

CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT:	2023 Neighborhood Road Program - Asphalt Streets	**NOVI PROJECT NO.:**	23-2101	**PAYMENT NO.:**	FINAL
		CIP NO.:	102-01		

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all leins, claims, security interest, and encumberences (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lein, claim security interest, or encumberence); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Asphalt Specialists, Inc. (ASI)
CONTRACTOR - Electronic Signature Certification

Spalding DeDecker
CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

☐ All Full Unconditional Waivers of lien have been received from each subcontractor and/or supplier, reviewed and approved by the Consultant. Also, attached to this Final Payment is a copy of the Contractor's Sworn Statement, Consent of Surety, and a new Maintenance and Guarantee Bond (if the amount is greater than the final contract price) or a Maintenance Bond Rider covering the difference between the final contract price and the awarded amount.

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No HGMW-25-177-2101

PROJECT: *(Name and address)*
2022-2023 HMA NRP

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATED:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☒
OTHER: ☐

TO OWNER: *(Name and address)*
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375-3024

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)
Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038
, SURETY,

on bond of
(Insert name and address of Contractor)
Asphalt Specialists LLC
1780 E. Highwood
Pontiac, MI 48340
, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375-3024
, OWNER,
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 12/12/2024
(Insert in writing the month followed by the numeric date and year.)

Hudson Insurance Company
(Surety)

(Signature of authorized representative)

Susan L Small, Attorney-In-Fact
(Printed name and title)

Attest:
(Seal):

AIA Document G707™ – 1994. Copyright © 1982 and 1994 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 17:40:28 ET on 03/06/2019 under Order No. 2290361541 which expires on 05/23/2019, and is not for resale.
(3B9ADA60)
User Notes:

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint **Alan P. Chandler, Robert Trobec, Jeffrey A. Chandler, Ian J. Donald**

Susan L. Small, John L. Budde, Krista L. Pocket

of the State of Michigan

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars ($25,000,000.00).**

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 02 day of June, 20 22 at New York, New York.

(Corporate seal)

HUDSON INSURANCE COMPANY

Attest.....
Dina Daskalakis No. 01MU6067553
Corporate Secretary

By.....
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 02 day of June, 20 22 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

.....
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 12th day of December, 2024.

(Corporate seal)

By.....
Dina Daskalakis, Corporate Secretary

RIDER

TO BE ATTACHED TO AND FORM PART OF

BOND NO. HGMW-25-177-2101

IN FAVOR OF City of Novi

ON BEHALF OF Asphalt Specialists LLC

EFFECTIVE 5/3/2022

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

THE SURETY, Hudson Insurance Company hereby gives its consent to:

Increase bond amount to $2,831,224.66 from $2,425,791.00

EFFECTIVE: 12/12/2024

PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified and that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

SIGNED, AND SEALED 12/12/2024

Hudson Insurance Company

Surety

Susan L Small Attorney-in-Fact

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint **Alan P. Chandler, Robert Trobec, Jeffrey A. Chandler, Ian J. Donald**

Susan L. Small, John L. Budde, Krista L. Pocket

of the State of Michigan

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars ($25,000,000.00).**

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 02 day of June, 20 22 at New York, New York.

(Corporate seal)

HUDSON INSURANCE COMPANY

Attest.....
Dina Daskalakis No. 01MU6067553
Corporate Secretary

By.....
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 02 day of June, 20 22 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

.....
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 12th day of December, 2024.

(Corporate seal)

By.....
Dina Daskalakis, Corporate Secretary

SWORN STATEMENT

STATE OF MICHIGAN
COUNTY OF OAKLAND) SS

Diane Palazzola, being duly sworn, deposes and says:

That he or she makes the Sworn Statement on behalf of Asphalt Specialists, Inc., who is the (subcontractor) for an improvement to the following described real property situated in Oakland County, MI and described as follows:

Novi Neighborhood – ASI # 22161
(2022)

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (subcontractor) has (subcontracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows:

Name of Subcontractor, supplier, or laborer	Type of improvement furnished	Total contract price	Amount already paid	Amount currently owing	
Cadillac	Asphalt	693,418.12	693,418.12	0.00	
Merlo	Concrete	149,326.55	149,326.55	0.00	
Outdoor Accents	Restoration	42,988.43	42,988.43	0.00	
Stoneco	Aggregate	36,356.49	36,356.49	0.00	
All labor, fringes, payroll taxes, and other payroll obligations paid in full					
TOTALS		922,089.59	922,089.59	0.00	

(Some columns are not applicable to all persons listed)

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement.

Deponent further says that he or she makes the foregoing statement as the (subcontractor) or as Agent of the (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of contraction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Complied Laws.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

Diane Palazzola
Diane Palazzola – Credit Manager

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPLIED LAWS.

Subscribed and sworn to before me this 23rd day of August, 2024.

Rita J. Thomas Notary Public, Oakland County Michigan
My Commission expires: 7-10-29

Rita J. Thomas
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires 07-10-2029
Acting in the County of OAKLAND

2022

Cadillac Asphalt LLC

FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH: Asphalt Specialists, Inc
(other contracting party)

TO PROVIDE Asphalt Material

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Novi Neighborhood

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

✓

Cadillac Asphalt LLC

Linda L Kukola Digitally signed by Linda L Kukola Date: 2024.07.15 08:50:45 -04'00'

(signature of lien claimant)
Linda L Kukola
Credit Manager

SIGNED ON: 7/15/24

ADDRESS: 39255 Country Club Dr Suite B20

Farmington Hills, MI

TELEPHONE: 734-777-4531

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
RETAIN A COPY

2022

WAIVER OF LIEN

My/our contract with: Asphalt Specialists, Inc. to provide Labor and Materials
Job # 22161
For the improvement to: HMA Novi

(Check One)

_____**PARTIAL CONDITIONAL**

I hereby waive my/our construction lien to the amount of $_____, for labor/materials provided through_____This waiver, together with all previous waivers, if any, does not cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of $_____.

_____**PARTIAL UNCONDITIONAL**

I hereby waive my/our construction lien to the amount of $_____, for labor/materials provided through 11/30/2023 This waiver, together with all previous waivers, if any, does not cover all amounts due to me/us for contract improvement provided through the date shown above.

_____**FULL CONDITIONAL**

I hereby waive my/our construction lien to the amount of $_____, for labor/materials provided through_____. This waiver, together with all previous waivers, if any, does cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of $_____.

_X_**FULL UNCONDITIONAL**

Having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released. If the owner or lessee of the property of the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone or personally, to verify that it is authentic.

DATE: July 12, 2024
SIGNATURE: Kimberly A. Tyler
PRINT NAME: Kimberly A. Tyler Accts. Rec. Manager

PHONE: 248-714-5486
COMPANY: Merlo Construction Co., Inc.
ADDRESS: 4964 Techinical Dr., Milford, MI 48381

DO NOT SIGN BLANK FORM

2022

WAIVER OF LIEN

My/our contract with: Asphalt Specialists to provide Restoration
Job # 22161
For the improvement to: Novi Neighborhood

(Check One)

_____PARTIAL CONDITIONAL

I hereby waive my/our construction lien to the amount of $_____, for labor/materials provided through_____This waiver, together with all previous waivers, if any, does not cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of $_____.

_____PARTIAL UNCONDITIONAL

I hereby waive my/our construction lien to the amount of $_____, for labor/materials provided through _____. This waiver, together with all previous waivers, if any, does not cover all amounts due to me/us for contract improvement provided through the date shown above.

_____FULL CONDITIONAL

I hereby waive my/our construction lien to the amount of $_____, for labor/materials provided through_____. This waiver, together with all previous waivers, if any, does cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of $_____.

_X_FULL UNCONDITIONAL

Having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released. If the owner or lessee of the property of the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone or personally, to verify that it is authentic.

DATE: December 10, 2024
SIGNATURE: _____
PRINT NAME: Nick Pruitt
Signee Title: CAO

PHONE: 248-939-6253
COMPANY: Outdoor Accents
ADDRESS: 42780 W. 10 Mile, Novi MI 48375

DO NOT SIGN BLANK FORM

2022

STONECO
A CRH COMPANY

FULL UNCONDITIONAL WAIVER

My/our contract with Asphalt Specialists, Inc. to provide materials for the improvement of the property described as 22-161 Novi Neighborhood has been fully paid and satisfied. By signing this waiver, all my/our construction lien or bond rights against the described property are waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Stoneco of Michigan

By: Nicolette Mollohan, AR Credit
(signature of lien/bond claimant)

Nicolette Mollohan
Address: 2575 S. Haggerty Rd., Suite 100
Canton, MI 48188

Telephone: 734-787-5814

Signed on: 7/12/2024 (date)

DO NOT SIGN BLANK OR IMCOMPLETE FORMS. RETAIN A COPY

SWORN STATEMENT

STATE OF MICHIGAN
COUNTY OF OAKLAND) SS

Diane Palazzola, being duly sworn, deposes and says:

That he or she makes the Sworn Statement on behalf of Asphalt Specialists, Inc., who is the (subcontractor) for an improvement to the following described real property situated in Oakland County, MI and described as follows:

Novi Neighborhood – ASI # 22161
(2023)

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (subcontractor) has (subcontracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows:

Name of Subcontractor, supplier, or laborer	Type of improvement furnished	Total contract price	Amount already paid	Amount currently owing	
Cadillac	Asphalt	455,312.17	455,312.17	0.00	
Merlo	Concrete	0.00	0.00	0.00	
Outdoor Accents	Restoration	38,915.01	38,915.01	0.00	
Stoneco	Aggregate	56,734.68	56,734.68	0.00	
All labor, fringes, payroll taxes, and other payroll obligations paid in full					
TOTALS		550,961.86	550,961.86	0.00	

(Some columns are not applicable to all persons listed)

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement.

Deponent further says that he or she makes the foregoing statement as the (subcontractor) or as Agent of the (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of contraction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Complied Laws.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

Diane Palazzola

Diane Palazzola – Credit Manager

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPLIED LAWS.

Subscribed and sworn to before me this 23rd day of August, 2024.

Rita J. Thomas Notary Public, Oakland County Michigan

My Commission expires: 7-10-29

Rita J. Thomas
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires 07-10-2029
Acting in the County of OAKLAND

2023

Cadillac Asphalt LLC

FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH: **Asphalt Specialists, Inc**
(other contracting party)

TO PROVIDE Asphalt Material

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Novi Neighborhood

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

✓

Cadillac Asphalt LLC

Linda L Kukola Digitally signed by Linda L Kukola Date: 2024.07.15 08:50:45 -04'00'

(signature of lien claimant)
Linda L Kukola
Credit Manager

SIGNED ON: 7/15/24

ADDRESS: 39255 Country Club Dr Suite B20

Farmington Hills, MI

TELEPHONE: 734-777-4531

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
RETAIN A COPY

2023

WAIVER OF LIEN

My/our contract with: Asphalt Specialists, Inc. to provide Labor and Materials
Job # 22161
For the improvement to: HMA Novi

(Check One)

_____**PARTIAL CONDITIONAL**

I hereby waive my/our construction lien to the amount of $_____, for labor/materials provided through_____This waiver, together with all previous waivers, if any, does not cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of $_____.

_____**PARTIAL UNCONDITIONAL**

I hereby waive my/our construction lien to the amount of $_____, for labor/materials provided through 11/30/2023 This waiver, together with all previous waivers, if any, does not cover all amounts due to me/us for contract improvement provided through the date shown above.

_____**FULL CONDITIONAL**

I hereby waive my/our construction lien to the amount of $_____, for labor/materials provided through_____. This waiver, together with all previous waivers, if any, does cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of $_____.

X **FULL UNCONDITIONAL**

Having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released. If the owner or lessee of the property of the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone or personally, to verify that it is authentic.

DATE: July 12, 2024
SIGNATURE: Kimberly A. Tyler
PRINT NAME: Kimberly A. Tyler Accts. Rec. Manager

PHONE: 248-714-5486
COMPANY: Merlo Construction Co., Inc.
ADDRESS: 4964 Techinical Dr., Milford, MI 48381

DO NOT SIGN BLANK FORM

2023

WAIVER OF LIEN

My/our contract with: Asphalt Specialists to provide Restoration
Job # 22161
For the improvement to: Novi Neighborhood

(Check One)

_____PARTIAL CONDITIONAL

I hereby waive my/our construction lien to the amount of $_____, for labor/materials provided through_____This waiver, together with all previous waivers, if any, does not cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of $_____.

_____PARTIAL UNCONDITIONAL

I hereby waive my/our construction lien to the amount of $_____, for labor/materials provided through _____. This waiver, together with all previous waivers, if any, does not cover all amounts due to me/us for contract improvement provided through the date shown above.

_____FULL CONDITIONAL

I hereby waive my/our construction lien to the amount of $_____, for labor/materials provided through_____. This waiver, together with all previous waivers, if any, does cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of $_____.

_X_FULL UNCONDITIONAL

Having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released. If the owner or lessee of the property of the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone or personally, to verify that it is authentic.

DATE: December 10, 2024
SIGNATURE: _____
PRINT NAME: Nick Pruitt
Signee Title: CAO

PHONE: 248-939-6253
COMPANY: Outdoor Accents
ADDRESS: 42780 W. 10 Mile, Novi MI 48375

DO NOT SIGN BLANK FORM

2023

STONECO
A CRH COMPANY

FULL UNCONDITIONAL WAIVER

My/our contract with Asphalt Specialists, Inc. to provide materials for the improvement of the property described as 22-161 Novi Neighborhood has been fully paid and satisfied. By signing this waiver, all my/our construction lien or bond rights against the described property are waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Stoneco of Michigan

By: Nicolette Mollohan, AR Credit
(signature of lien/bond claimant)
Nicolette Mollohan
Address: 2575 S. Haggerty Rd., Suite 100
Canton, MI 48188

Telephone: 734-787-5814

Signed on: 7/12/2024 (date)

DO NOT SIGN BLANK OR IMCOMPLETE FORMS. RETAIN A COPY

CITY OF NOVI CITY COUNCIL
FEBRUARY 10, 2025

SUBJECT: Consideration of approval to award engineering design services to AECOM for the design of Village Wood Road Reconstruction, Cranbrooke Drive to Haggerty Road.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- $113,228 requested for engineering design
- Scope includes asphalt reconstruction, curb and gutter replacement, ditch enclosure, and 6-foot sidewalk on the north side of the road.
- Design of the project will begin following the award, with construction expected to start in spring 2026.

FINANCIAL IMPACT

	FY 2024/25	FY 2025/26	Total
EXPENDITURE REQUIRED	**$ 102,091.95 Road** **$ 11,136.13 Drain**	**-**	**$ 102,091.95 Road** **$ 11,136.13 Drain**
BUDGET **Local Street Fund 203-449.30-975.155** **Drain Fund 211-445.00-975.126**	 **$112,250.00** **$ 15,165.00**	 **$ 1,917,161.00** **$ 236,750.00**	 **$ 2,053,471.00** **$ 251,915** **$ 2,286,837.58 TOTAL**
APPROPRIATION REQUIRED	**$0**	**$0**	**$0**
FUND BALANCE IMPACT	**$0**	**$0**	**$0**
• Budget includes current estimated total project costs (geotechnical services, construction, construction engineering, crew days, material testing, contingency, etc.), which is $2.286M. Geotechnical investigation will be performed during the engineering design phase.			

BACKGROUND INFORMATION:

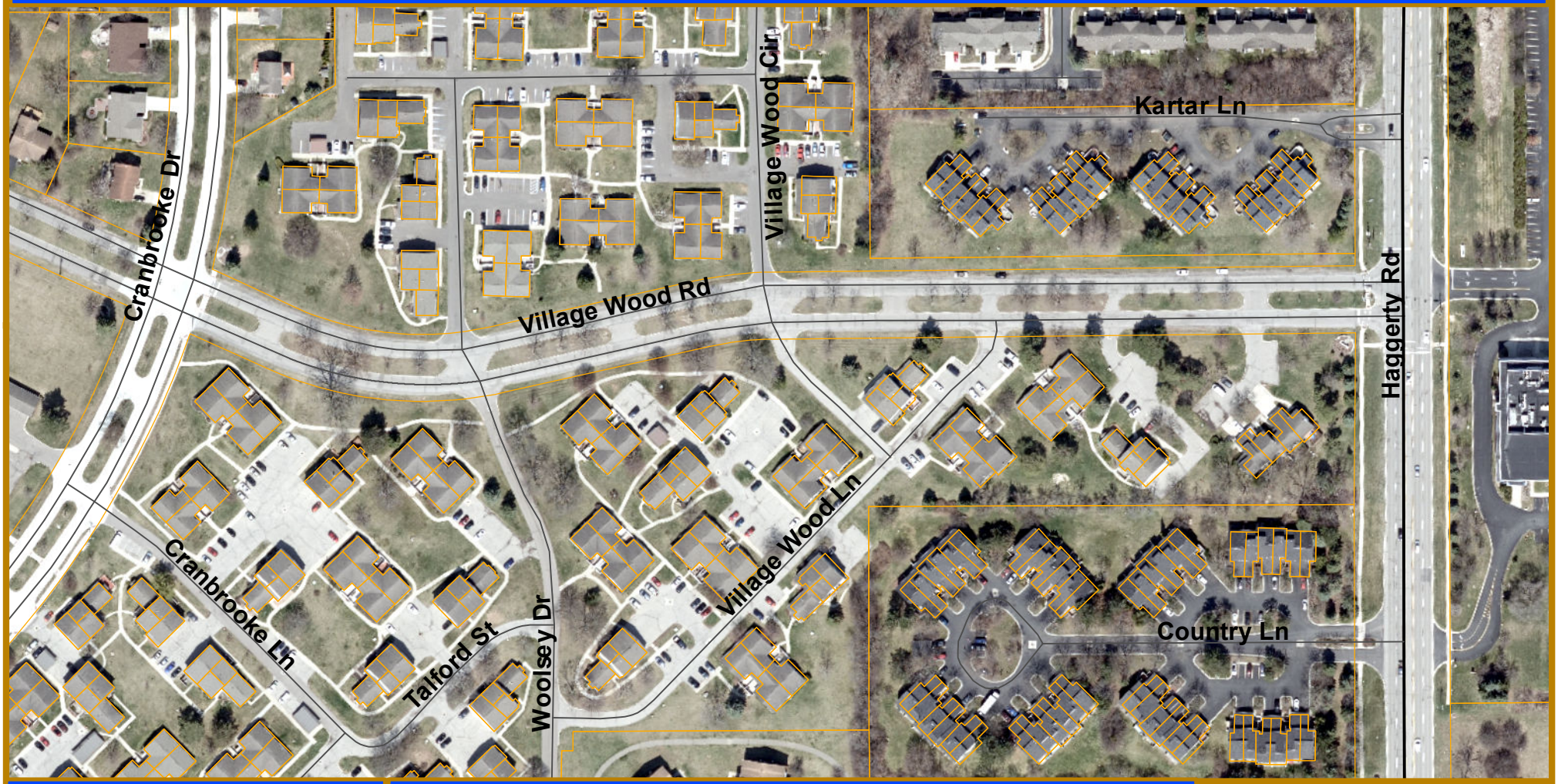
Village Wood Road is a local residential collector road off Haggerty Road, north of 9 Mile Road. The asphalt pavement is in poor condition and needs reconstruction. The proposed project scope includes asphalt reconstruction, curb and gutter replacement, ditch enclosure (addressing Section 25 drainage), and a 6-foot sidewalk on the north side of the road.

AECOM prepared a scope of services for design of Village Wood Reconstruction. The attached proposal outlines the detailed scope of services. The design fee will be $113,228 (6.5% of the estimated construction cost of $1,741,970.45). Design of the project will begin following the award, with construction expected to start in spring 2026.

RECOMMENDED ACTION: Approval to award engineering design services to AECOM for the design of Village Wood Road Reconstruction, Cranbrooke Drive to Haggerty Road, in the amount of $113,228.

Village Wood Road Reconstruction

Cranbrooke Drive to Haggerty Road



Map Author: Runkel
Date:1-30-25
Project: Village Wood Rd
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.

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

January 17, 2025

Ms. Rebecca Runkel
City of Novi
Field Services Complex
26300 Lee Begole Drive
Novi, MI 48375

Reference: Scope and Fee Letter for
Village Wood Road Reconstruction

Dear Ms. Runkel,

AECOM is pleased to submit this proposal for the above referenced project. The work to be completed in this project is the reconstruction of Village Wood Road from Cranbrooke Drive to Haggerty Rd. The proposed roadway will be asphalt with concrete curb and gutter in the median islands and outside of the road. This construction will also add enclosed storm sewer within the project limits. Lastly, construction will add a 6' sidewalk. The current plan is to place the sidewalk on the north side of the road, but further analysis for cost and feasibility will be performed as survey and design progresses.

The following tasks will be completed for the projects:

Initial Meeting and Scope Verification

The intent of this task is to meet with the City and verify the limits and scope of work for the project. The city will establish the desired work to be completed. AECOM will then perform a field review of the site to determine the best approach and any other elements of work that would be required.

Survey and Base Plans

The intent of this task is to provide topographic survey and base mapping as needed for the proposed design work. We anticipate that a full topographic survey will be required for the entirety of the project. AECOM will prepare plans and project manual in accordance with MDOT methods and timeline.

AECOM will prepare base plans (30% - 40% complete) to identify the major design features. These plans will also be used to further the utility investigation and resolution of potential conflicts. Base plans will include the results of the survey information, utility information received in response to our solicitations for information, and a preliminary estimate.

AECOM will obtain existing utility data with a design ticket through the MISS DIG system. In addition, AECOM will distribute the base plan design set to the utility companies that have indicated that they have facilities in the project area. We will incorporate the additional information that utility companies provide to AECOM into the plan set.

Preliminary Plans

Incorporating the information obtained from the above tasks, we will prepare the preliminary plan sets (90%) in accordance with City requirements. Soil boring/pavement core information will be included in the plans. This submittal will include items such as the typical cross sections, materials/quantities, and details. A Project Manual and preliminary updated cost estimate will also be prepared and submitted for each contract.

AECOM Great Lakes, Inc.
39575 Lewis Drive, Suite 400
Novi, MI 48377
Tel: 248.204-5900
Fax:248.204.5901

Final Plans and Proposal

Incorporating comments from the City, AECOM will develop the final plans submittal, including the plan sets, Project Manual, and cost estimates.

Schedule

Concept Plans (To Novi)	August, 2025
Final Plans (Ready to be submitted for advertisement)	October, 2025
Out to bid	November, 2025
Construction	Spring, 2026

Construction

AECOM will provide full time inspection, contract administration, and staking as required for the projects. Materials Testing during construction will be performed by a geotechnical engineering firm hired directly by the City under the direction of AECOM.

Estimated Fees:

AECOM will provide Design Engineering services and Contract Administration services per the 2022-2027 Engineering Fees Table.

The estimated cost of work for this project was determined by approximate quantities established through field visits as well as satellite imagery. The estimated unit prices used were developed from average unit prices from recently bid MDOT projects.

Village Wood Road Design Fee: $1,741,970.45 (Construction Cost) x 6.50% = $113,228.08

We understand that fees for construction phase services will be determined after a construction contract is awarded and that the City will pay the geotechnical firm for soil borings/cores, and materials testing during construction directly.

Please contact me if you have any questions or wish to discuss this submittal.

Sincerely,

AECOM Great Lakes, Inc.

Sean Kelsch, PE
Vice-President

CITY OF NOVI CITY COUNCIL
FEBRUARY 10, 2025

SUBJECT: Consideration of approval of the final payment to Pamar Enterprises, Inc. for the Wixom Road Sanitary Sewer Replacement and Wixom/Drakes Bay Lift Station Improvements project.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

KEY HIGHLIGHTS:

- Construction was performed on budget and on time.
- Upsized approximately 2,800-feet of sanitary sewer.
- Upgraded two associated sanitary lift stations.

FINANCIAL IMPACT

	FY 2024/25
EXPENDITURE REQUIRED	**$ 290,670.19**
BUDGET Water & Sewer Fund	**$ 21,288.20 Expense** **$ 269,381.99 Retainage**
APPROPRIATION REQUIRED	**$0**
FUND BALANCE IMPACT	**$0**

BACKGROUND INFORMATION:

The 2014 Sanitary Sewer Capacity Assessment identified two sections of sanitary sewer between the Drakes Bay lift station and the Lanny's lift station with insufficient capacity to handle current flow rates. Spalding DeDecker completed a preliminary study for upsizing these sewer sections, which identified the need to replace 1,200-feet of 18-inch diameter sewer with 21-inch, and the need to replace 1,600-feet of 12-inch diameter sewer with 15-inch. This project will prevent surcharging from existing users and will also be able to handle additional development in this area of the City. Additionally, the existing sanitary pumps and generators in the Drakes Bay and Wixom Lift Stations were also upsized and upgraded to handle the increased flow rates.

This project was originally planned for FY 2023-24 construction; however, staff advanced the timeline to better accommodate construction with the upcoming Wixom Road Rehabilitation project.

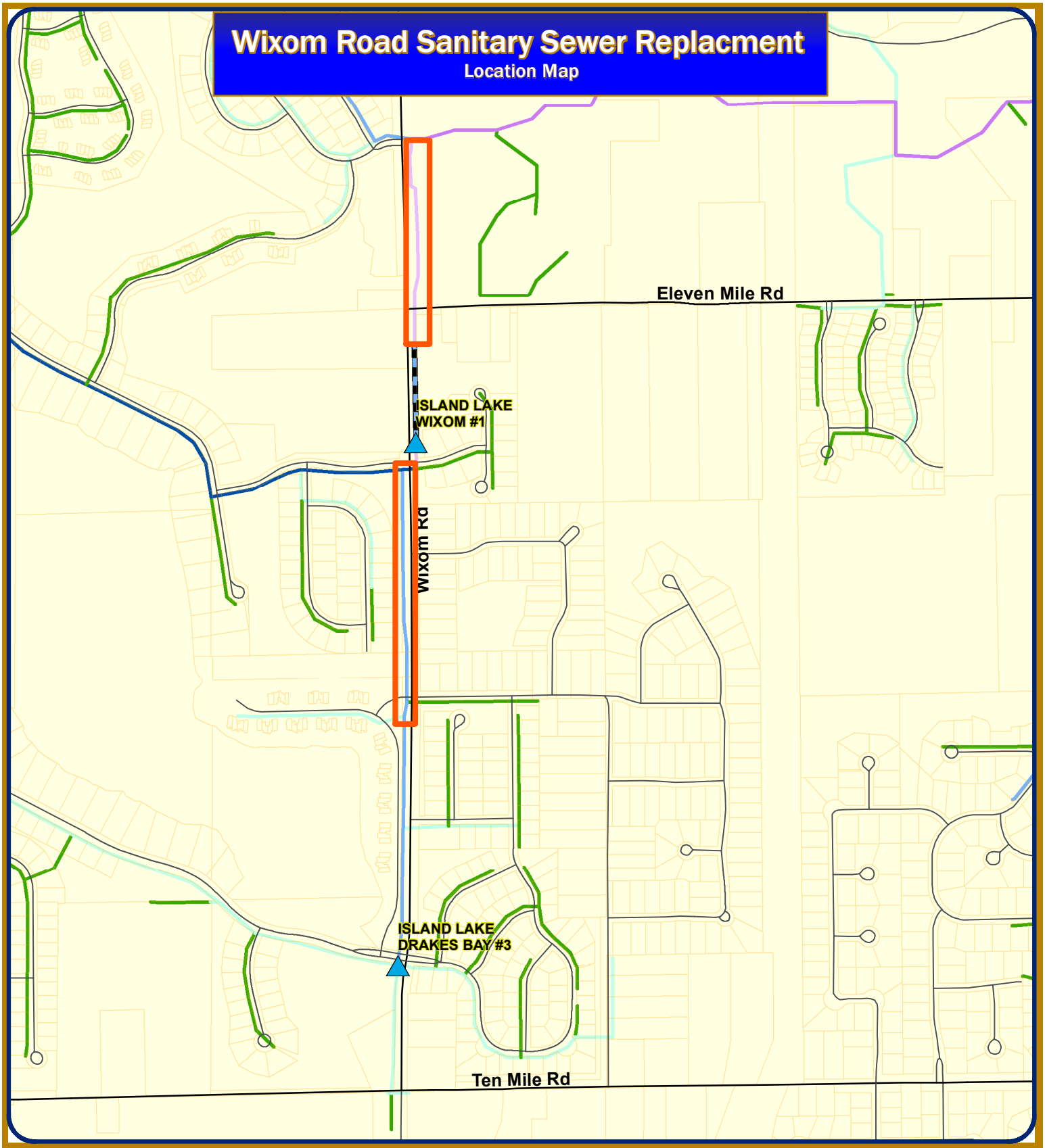
The construction contract was awarded at the December 19, 2022 City Council meeting to Pamar Enterprises, Inc., in the amount of $5,414,736.53. Staff worked with the engineering consultant for this project, Spalding DeDecker & Associates, to review and verify the final contract amount of $290,670.19 that is due to the contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, January 17, 2025).

There were six (6) approved change orders issued resulting in an overall decrease of $5,808.59 or 0.11% under the awarded amount. The approved change orders resulted in a final contract price of $5,408,927.94 for the contract.

RECOMMENDED ACTION: Approval of the final payment to Pamar Enterprises, Inc. for the Wixom Road Sanitary Sewer Replacement and Wixom/Drakes Bay Lift Station Improvements project, in the amount of $290,670.19, plus interest earned on retainage.

Wixom Road Sanitary Sewer Replacment

Location Map



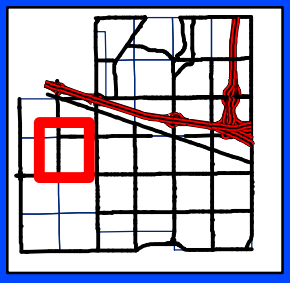
Map Author: R. Runkel
Date: 12/4/20
Project: Wixom Rd Sanitary Sewer
Version #: v1.0

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.

Map Legend

- Sanitary Lift Station
- Force Main: 6", 8", 12"
- Sanitary Gravity Main: 8.0", 10.0", 12.0", 15.0", 18.0", 21.0"



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

Feet
0 175 350 700 1,050

1 inch = 875 feet

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

January 17, 2025

Aaron Staup, Construction Engineer
City of Novi
Department of Public Works
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: ***Wixom Road Sanitary Replacement & Drakes Bay Pump Station Improvements – Pamar Enterprises, Inc.*** **- Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the Wixom Road Sanitary Replacement & Drakes Bay Pump Station Improvements Project:

1. Application for Final Payment
2. Contractor's Sworn Statement
3. Waivers of Lien
4. Consent of Surety to Final Payment

The closing documents appear to be in order. The original Maintenance Bond is sufficient for the final contract price. The Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final check. 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
Enclosure
C: Cortney Hanson, Clerk (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Megan Mikus, Deputy Director of Public Works (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

CITY OF NOVI

Balance Due This Payment = **$ 290,670.19**

PURCHASE ORDER NO. **97248**

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: Wixom Sanitary Replacement & Drakes Bay/Wixom Pump Station Improvements

NOVI PROJECT NO.: 23-1201
CIP NO.: WTS010 & WTS011

PAYMENT NO.: FINAL

OWNER: City of Novi, 45175 W. Ten Mile Road, Novi, Michigan 48375

ENGINEER: Spalding DeDecker, 905 South Boulevard East, Rochester, Michigan 48037, (248) 844-5400

CONTRACTOR: Pamar Enterprises, Inc., 31604 Pamar Court, New Haven, Michigan 48048, (586) 749-8593

CONTRACT AMOUNT

ORIGINAL: $5,414,736.53

REVISED: $5,408,927.94

FINAL COMPLETION DATES

ORIGINAL: November 30, 2023
REVISED: May 31, 2024
ACTUAL:

DATES OF ESTIMATE

FROM: October 20, 2024
TO: December 11, 2024

SECTION 1. **COST OF COMPLETED WORK TO DATE**

Item No.	DIVISION 1 - WIXOM ROAD SEWER REPLACEMENT GL# 592-536.00-976.110 Description of Item	Unit	CONTRACT ITEMS (Original) Quantity	Cost/Unit	Total Amt	CONTRACT ITEMS (Revised) Quantity	Cost/Unit	Total Amt	THIS PERIOD Quantity	Amount	%	TOTAL TO DATE Quantity	Amount	%
0	Crew Days - Division 1 - Wixom Road	CD	101.00	$ 800.00	$ 80,800.00	101.00	$ 800.00	$ 80,800.00				130.00	$ 104,000.00	129%
0	Crew Days - Division 2 - Drakes PS	CD	34.00	$ 800.00	$ 27,200.00	36.00	$ 800.00	$ 28,800.00				6.00	$ 4,800.00	17%
0	Crew Days - Division 3 - Wixom PS	CD	39.00	$ 800.00	$ 31,200.00	42.00	$ 800.00	$ 33,600.00				21.50	$ 17,200.00	51%
0	Crew Days - Division 4	CD	0.00	$ 800.00		0.00	$ 800.00	$ -				0.00		
0	Crew Days - Division 5	CD	0.00	$ 800.00		0.00	$ 800.00	$ -				0.00		
	TOTAL CREW DAYS		**174.00**	**$ 800.00**	**$ 139,200.00**	**179.00**	**$ 800.00**	**$ 143,200.00**	**0.00**			**157.50**	**$ 126,000.00**	**88%**
101	Bonds, Insurance & Mobilization	LS	1.00	$ 385,000.00	$ 385,000.00	1.00	$ 385,000.00	$ 385,000.00				1.00	$ 385,000.00	100%
102	Pre-Construction Audio/Visual	LS	1.00	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00	$ 1,500.00				1.00	$ 1,500.00	100%
103	Soil Erosion Control Measures	LS	1.00	$ 5,500.00	$ 5,500.00	0.00	$ 10,500.00	$ -				0.00		
104	Temp Traffic Control Devices	LS	1.00	$ 75,000.00	$ 75,000.00	1.00	$ 75,000.00	$ 75,000.00				1.00	$ 75,000.00	100%
105	Clearing and Grubbing	LS	1.00	$ 9,000.00	$ 9,000.00	1.00	$ 9,000.00	$ 9,000.00				1.00	$ 9,000.00	100%
106	Tree Protection Fencing	LF	400.00	$ 7.00	$ 2,800.00	1085.00	$ 7.00	$ 7,595.00				1085.00	$ 7,595.00	100%
107	Bypass Pumping	LS	1.00	$ 356,000.00	$ 356,000.00	1.00	$ 356,000.00	$ 356,000.00				1.00	$ 356,000.00	100%
108	Subgrade Undercutting	CY	200.00	$ 49.00	$ 9,800.00	63.70	$ 49.00	$ 3,121.30				63.70	$ 3,121.30	100%
109	Tree, Rem, 6-inch to 18-inch	EA	7.00	$ 500.00	$ 3,500.00	0.00	$ 500.00	$ -				0.00		
110	Sewer, Rem, 24-inch to 48-inch	LF	94.00	$ 120.00	$ 11,280.00	0.00	$ 120.00	$ -				0.00		
111	Sanitary Sewer Lead, Remove	LF	151.00	$ 65.00	$ 9,815.00	147.00	$ 65.00	$ 9,555.00				147.00	$ 9,555.00	100%
112	Curb and Gutter, Remove	LF	24.00	$ 25.00	$ 600.00	575.00	$ 25.00	$ 14,375.00				575.00	$ 14,375.00	100%
113	Pavement, Remove	SY	359.00	$ 38.00	$ 13,642.00	0.00	$ 38.00	$ -				0.00		
114	Sidewalk, Remove	SY	26.00	$ 18.00	$ 468.00	0.00	$ 18.00	$ -				0.00		
115	Structure Tap	EA	32.00	$ 100.00	$ 3,200.00	5.00	$ 100.00	$ 500.00				5.00	$ 500.00	100%
116	Pipe Bursting, 18-inch HDPE DR11	LF	1664.00	$ 897.00	$ 1,492,608.00	0.00	$ 897.00	$ -				0.00		
117	Sanitary Sewer, 21-inch SDR 26	LF	94.00	$ 909.00	$ 85,446.00	0.00	$ 909.00	$ -				0.00		
118	Pipe Bursting, 22-inch HDPE DR11	LF	1448.00	$ 909.00	$ 1,316,232.00	0.00	$ 909.00	$ -				0.00		
119	Electrofusion Coupling, 6-inch	EA	15.00	$ 1,000.00	$ 15,000.00	0.00	$ 1,000.00	$ -				0.00		
120	San Sewer, Service Lead, PVC, 6-inch	LF	149.00	$ 356.00	$ 53,044.00	216.50	$ 356.00	$ 77,074.00				216.50	$ 77,074.00	100%
121	Internal Drop Connection	EA	1.00	$ 4,530.00	$ 4,530.00	0.00	$ 3,500.00	$ -				0.00		
122	Manhole Bench Reconstruction	EA	18.00	$ 0.01	$ 0.18	0.00	$ 0.01	$ -				0.00		
123	Manhole Lining	EA	18.00	$ 0.01	$ 0.18	0.00	$ 0.01	$ -				0.00		
124	Str. Rehab Type 1: Point-Up Structure	EA	17.00	$ 0.01	$ 0.17	0.00	$ 0.01	$ -				0.00		
	TOTAL THIS SHEET				$ 3,853,965.53			$ 938,720.30		$ -			$ 938,720.30	100%

CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: Wixom Sanitary Replacement & Drakes Bay/Wixom Pump Station Improvements
NOVI PROJECT NO.: 23-1201
CIP NO.: WTS010 & WTS011
PAYMENT NO.: FINAL

SECTION 1. **COST OF COMPLETED WORK TO DATE**

Item No.	DIVISION 1 - WIXOM ROAD SEWER REPLACEMENT GL# 592-536.00-976.110 Description of Item	Unit	CONTRACT ITEMS (Original) Quantity	Cost/Unit	Total Amt	CONTRACT ITEMS (Revised) Quantity	Cost/Unit	Total Amt	THIS PERIOD Quantity	Amount	%	TOTAL TO DATE Quantity	Amount	%
125	Sewer, Cl IV, RCP, 36-inch	LF	32.00	$ 450.00	$ 14,400.00	0.00	$ 450.00					0.00		
126	Curb and Gutter, Conc, Det F4	LF	22.00	$ 70.00	$ 1,540.00	0.00	$ 70.00					0.00		
127	HMA, 36A	TON	44.00	$ 200.00	$ 8,800.00	0.00	$ 200.00					0.00		
128	HMA, 13A	TON	89.00	$ 200.00	$ 17,800.00	0.00	$ 200.00					0.00		
129	HMA, 5E1	TON	17.00	$ 250.00	$ 4,250.00	0.00	$ 250.00					0.00		
130	HMA, 4C	TON	11.00	$ 250.00	$ 2,750.00	0.00	$ 250.00					0.00		
131	HMA, 3C	TON	28.00	$ 200.00	$ 5,600.00	0.00	$ 200.00					0.00		
132	ADA Ramp, Conc, 6-inch	SF	240.00	$ 20.00	$ 4,800.00	0.00	$ 20.00					0.00		
133	Agg Base, 21AA Limestone, 6-inch	SY	309.00	$ 46.00	$ 14,214.00	0.00	$ 46.00					0.00		
134	Agg Base, 21AA Limestone, 8-inch	SY	42.00	$ 55.00	$ 2,310.00	0.00	$ 55.00					0.00		
135	Detectable Warning Surface	SF	16.00	$ 60.00	$ 960.00	40.00	$ 60.00	$ 2,400.00				40.00	$ 2,400.00	100%
136	Tree Replacement	EA	11.00	$ 650.00	$ 7,150.00	0.00	$ 650.00					0.00		
137	Restoration	LS	1.00	$ 89,000.00	$ 89,000.00	0.00	$ 127,000.00					0.00		
	TOTAL FROM THIS SHEET				$ 173,574.00			$ 2,400.00		$ -			$ 2,400.00	
	TOTAL FROM OTHER SHEET				$ 3,853,965.53			$ 938,720.30		$ -			$ 938,720.30	
	SUBTOTAL				$ 4,027,539.53			$ 941,120.30		$ -			$ 941,120.30	100%

CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: Wixom Sanitary Replacement & Drakes Bay/Wixom Pump Station Improvements
NOVI PROJECT NO.: 23-1201
CIP NO.: WTS010 & WTS011
PAYMENT NO.: FINAL

SECTION 1. **COST OF COMPLETED WORK TO DATE**

Item No.	DIVISION 2 - DRAKES BAY PUMP STATION IMPROV. GL# 592-536.00-976.110 Description of Item	Unit	CONTRACT ITEMS (Original) Quantity	Cost/Unit	Total Amt	CONTRACT ITEMS (Revised) Quantity	Cost/Unit	Total Amt	THIS PERIOD Quantity	Amount	%	TOTAL TO DATE Quantity	Amount	%
201	Bonds, Insurance & Mobilization	LS	1.00	$ 55,000.00	$ 55,000.00	1.00	$ 55,000.00	$ 55,000.00				1.00	$ 55,000.00	100%
202	Pre-Construction Audio-Visual	LS	1.00	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00	$ 1,500.00				1.00	$ 1,500.00	100%
203	Soil Erosion Control Measures	LS	1.00	$ 1,900.00	$ 1,900.00	1.00	$ 1,900.00	$ 1,900.00				1.00	$ 1,900.00	100%
204	Temp Traffic Control Devices	LS	1.00	$ 12,100.00	$ 12,100.00	1.00	$ 12,100.00	$ 12,100.00				1.00	$ 12,100.00	100%
205	Concrete Pad Removal	SF	124.00	$ 3.00	$ 372.00	50.00	$ 3.00	$ 150.00				50.00	$ 150.00	100%
206	Existing Generator, Remove	EA	1.00	$ 13,939.00	$ 13,939.00	1.00	$ 13,939.00	$ 13,939.00				1.00	$ 13,939.00	100%
207	Remove Electrical and Controls	LS	1.00	$ 9,648.00	$ 9,648.00	1.00	$ 9,648.00	$ 9,648.00				1.00	$ 9,648.00	100%
208	Generator Upgrade	LS	1.00	$ 156,749.00	$ 156,749.00	1.00	$ 156,749.00	$ 156,749.00				1.00	$ 156,749.00	100%
209	Controls Cabinet, Complete	LS	1.00	$ 26,477.00	$ 26,477.00	1.00	$ 26,477.00	$ 26,477.00				1.00	$ 26,477.00	100%
210	Electrical, Complete	LS	1.00	$ 45,760.00	$ 45,760.00	1.00	$ 45,760.00	$ 45,760.00				1.00	$ 45,760.00	100%
211	Concrete Pad, Complete	SF	125.00	$ 73.00	$ 9,125.00	108.00	$ 73.00	$ 7,884.00				108.00	$ 7,884.00	100%
212	Remove Existing Pump	EA	2.00	$ 11,234.00	$ 22,468.00	2.00	$ 11,234.00	$ 22,468.00				2.00	$ 22,468.00	100%
213	Pump Installation, Complete	EA	2.00	$ 98,970.00	$ 197,940.00	2.00	$ 98,970.00	$ 197,940.00				2.00	$ 197,940.00	100%
502	Pump Pedestal Replace (Alt No. 2)	EA	2.00	$ 7,800.00	$ 15,600.00	2.00	$ 7,800.00	$ 15,600.00				2.00	$ 15,600.00	100%
	TOTAL FROM THIS SHEET				$ 568,578.00			$ 567,115.00		$ -			$ 567,115.00	
	TOTAL FROM OTHER SHEETS				$ 4,027,539.53			$ 941,120.30		$ -			$ 941,120.30	
	SUBTOTAL				$ 4,596,117.53			$ 1,508,235.30		$ -			$ 1,508,235.30	100%

CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: Wixom Sanitary Replacement & Drakes Bay/Wixom Pump Station Improvements
NOVI PROJECT NO.: 23-1201
CIP NO.: WTS010 & WTS011
PAYMENT NO.: FINAL

SECTION 1. **COST OF COMPLETED WORK TO DATE**

Item No.	DIVISION 3 - WIXOM ROAD PUMP STATION IMPROV. GL# 592-536.00-976.110 Description of Item	Unit	CONTRACT ITEMS (Original) Quantity	Cost/Unit	Total Amt	CONTRACT ITEMS (Revised) Quantity	Cost/Unit	Total Amt	THIS PERIOD Quantity	Amount	%	TOTAL TO DATE Quantity	Amount	%
301	Bonds, Insurance & Mobilization	LS	1.00	$ 78,000.00	$ 78,000.00	1.00	$ 78,000.00	$ 78,000.00				1.00	$ 78,000.00	100%
302	Pre-Construction Audio-Visual	LS	1.00	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00	$ 1,500.00				1.00	$ 1,500.00	100%
303	Soil Erosion Control Measures	LS	1.00	$ 1,900.00	$ 1,900.00	1.00	$ 1,900.00	$ 1,900.00				1.00	$ 1,900.00	100%
304	Temp Traffic Control Devices	LS	1.00	$ 5,050.00	$ 5,050.00	1.00	$ 5,050.00	$ 5,050.00				1.00	$ 5,050.00	100%
305	Pavement, Remove	SY	76.00	$ 40.00	$ 3,040.00	64.00	$ 40.00	$ 2,560.00				64.00	$ 2,560.00	100%
306	Curb and Gutter, Remove	LF	93.00	$ 25.00	$ 2,325.00	93.00	$ 25.00	$ 2,325.00				93.00	$ 2,325.00	100%
307	Clear & Grub	SY	108.00	$ 15.00	$ 1,620.00	108.00	$ 15.00	$ 1,620.00				108.00	$ 1,620.00	100%
308	Tree Protection Fencing	LF	20.00	$ 12.00	$ 240.00	0.00	$ 12.00	$ -				0.00	$ -	
309	Existing Generator, Remove	EA	1.00	$ 21,980.00	$ 21,980.00	1.00	$ 21,980.00	$ 21,980.00				1.00	$ 21,980.00	100%
310	Remove Electrical and Controls	LS	1.00	$ 10,647.00	$ 10,647.00	1.00	$ 10,647.00	$ 10,647.00				1.00	$ 10,647.00	100%
311	Agg Base, 21AA Limestone, 8-inch	SY	185.00	$ 55.00	$ 10,175.00	0.00	$ 55.00	$ -				0.00	$ -	
312	Subgrade Undercutting (As Needed)	CY	15.00	$ 70.00	$ 1,050.00	0.00	$ 70.00	$ -				0.00	$ -	
313	HMA, 5E1	TON	32.00	$ 560.00	$ 17,920.00	27.00	$ 560.00	$ 15,120.00				27.00	$ 15,120.00	100%
314	HMA, 4C	TON	32.00	$ 303.00	$ 9,696.00	48.00	$ 303.00	$ 14,544.00				48.00	$ 14,544.00	100%
315	Curb Ramp Opening, Conc	LF	93.00	$ 129.00	$ 11,997.00	103.00	$ 129.00	$ 13,287.00				103.00	$ 13,287.00	100%
316	Generator Upgrade	LS	1.00	$ 298,670.00	$ 298,670.00	1.00	$ 298,670.00	$ 298,670.00				1.00	$ 298,670.00	100%
317	Controls Cabinet, Complete	LS	1.00	$ 26,477.00	$ 26,477.00	1.00	$ 26,477.00	$ 26,477.00				1.00	$ 26,477.00	100%
318	Electrical, Complete	LS	1.00	$ 62,760.00	$ 62,760.00	1.00	$ 62,760.00	$ 62,760.00				1.00	$ 62,760.00	100%
319	Remove Existing Pump	EA	2.00	$ 11,234.00	$ 22,468.00	2.00	$ 11,234.00	$ 22,468.00				2.00	$ 22,468.00	100%
320	Pump Installation, Complete	EA	2.00	$ 98,690.00	$ 197,380.00	2.00	$ 98,690.00	$ 197,380.00				2.00	$ 197,380.00	100%
321	By-Pass Valve, Complete	EA	1.00	$ 7,890.00	$ 7,890.00	1.00	$ 7,890.00	$ 7,890.00				1.00	$ 7,890.00	100%
322	Restoration	LS	1.00	$ 10,234.00	$ 10,234.00	1.00	$ 10,234.00	$ 10,234.00				1.00	$ 10,234.00	100%
601	Pump Pedestal Replace (Alt. No. 3)	EA	2.00	$ 7,800.00	$ 15,600.00	2.00	$ 7,800.00	$ 15,600.00				2.00	$ 15,600.00	100%
	TOTAL FROM THIS SHEET				$ 818,619.00			$ 810,012.00		$ -			$ 810,012.00	
	TOTAL FROM OTHER SHEETS				$ 4,596,117.53			$ 1,508,235.30		$ -			$ 1,508,235.30	
	SUBTOTAL				$ 5,414,736.53			$ 2,318,247.30		$ -			$ 2,318,247.30	100%

CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: Wixom Sanitary Replacement & Drakes Bay/Wixom Pump Station Improvements
NOVI PROJECT NO.: 23-1201
CIP NO.: WTS010 & WTS011
PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1. **COST OF COMPLETED WORK TO DATE**

Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS Quantity	Cost/Unit	Total Amt	THIS PERIOD Quantity	Amount	%	TOTAL TO DATE Quantity	Amount	%
139	Soil Erosion Control Measures (OC)	LS	1	592-536.00-976.110	1.00	$ 10,500.00	$ 10,500.00				1.00	$ 10,500.00	100%
140	Tree, Rem, 6 inch to 18 inch (OC)	EA	1	592-536.00-976.110	39.00	$ 300.00	$ 11,700.00				39.00	$ 11,700.00	100%
141	Sewer, Rem 24 inch to 48 inch (OC)	FT	1	592-536.00-976.110	0.00	$ 48.00	$ -				0.00	$ -	
142	Sanitary Sewer, Rem (OC)	FT	1	592-536.00-976.110	1808.00	$ 34.00	$ 61,472.00				1808.00	$ 61,472.00	100%
143	Sanitary Structure, Rem (OC)	EA	1	592-536.00-976.110	12.00	$ 550.00	$ 6,600.00				12.00	$ 6,600.00	100%
144	Pavt, Rem (OC)	SY	1	592-536.00-976.110	1359.58	$ 14.00	$ 19,034.12				1359.58	$ 19,034.12	100%
145	Sidewalk, Rem (OC)	SY	1	592-536.00-976.110	110.96	$ 17.00	$ 1,886.32				110.96	$ 1,886.32	100%
146	Sanitary Sewer, 21 inch SDR 26 (OC)	FT	1	592-536.00-976.110	1562.00	$ 690.00	$ 1,077,780.00				1562.00	$ 1,077,780.00	100%
147	Sanitary Sewer, 18 inch SDR 26 (OC)	FT	1	592-536.00-976.110	1707.00	$ 700.00	$ 1,194,900.00				1707.00	$ 1,194,900.00	100%
148	Internal Drop Connection (OC)	EA	1	592-536.00-976.110	1.00	$ 3,500.00	$ 3,500.00				1.00	$ 3,500.00	100%
149	Sanitary Sewer Structures (OC)	EA	1	592-536.00-976.110	17.00	$ 4,500.00	$ 76,500.00				17.00	$ 76,500.00	100%
150	Sewer, CL IV, RCP, 48 inch (OC)	FT	1	592-536.00-976.110	0.00	$ 556.00	$ -				0.00	$ -	
151	Water Main Conflict, 16 inch (OC)	FT	1	592-536.00-976.110	0.00	$ 500.00	$ -				0.00	$ -	
152	Curb and Gutter, Conc, Det F4 (OC)	FT	1	592-536.00-976.110	280.00	$ 65.00	$ 18,200.00				280.00	$ 18,200.00	100%
153	Curb Ramp Opening, Conc (OC)	FT	1	592-536.00-976.110	20.00	$ 65.00	$ 1,300.00				20.00	$ 1,300.00	100%
154	HMA, 36A (OC)	TON	1	592-536.00-976.110	59.07	$ 191.00	$ 11,282.37				59.07	$ 11,282.37	100%
155	HMA, 13A (OC)	TON	1	592-536.00-976.110	91.51	$ 191.00	$ 17,478.41				91.51	$ 17,478.41	100%
156	HMA, 5E1 (OC)	TON	1	592-536.00-976.110	207.86	$ 241.00	$ 50,094.26	15.20	$ 3,663.20	7%	207.86	$ 50,094.26	100%
157	HMA, 4C (OC)	TON	1	592-536.00-976.110	311.92	$ 241.00	$ 75,172.72				311.92	$ 75,172.72	100%
158	HMA, 3C (OC)	TON	1	592-536.00-976.110	59.27	$ 195.00	$ 11,557.65				59.27	$ 11,557.65	100%
159	ADA Ramp, Conc, 6 inch (OC)	SF	1	592-536.00-976.110	1198.60	$ 18.00	$ 21,574.80				1198.60	$ 21,574.80	100%
160	Sidewalk, Conc, 4 inch (OC)	SF	1	592-536.00-976.110	0.00	$ 14.00	$ -				0.00	$ -	
161	Aggregate Base, 21AA LS, 6 inch (OC)	SY	1	592-536.00-976.110	2285.44	$ 26.00	$ 59,421.44				2285.44	$ 59,421.44	100%
162	Aggregate Base, 21AA LS, 4 inch (OC)	SY	1	592-536.00-976.110	0.00	$ 22.00	$ -				0.00	$ -	
163	Aggregate Base, 21AA LS, 8 inch (OC)	SY	1	592-536.00-976.110	2007.09	$ 34.00	$ 68,241.06				2007.09	$ 68,241.06	100%
164	Guardrail, Rem (OC)	FT	1	592-536.00-976.110	30.00	$ 5.00	$ 150.00				30.00	$ 150.00	100%
165	Guardrail, Type A (OC)	FT	1	592-536.00-976.110	40.00	$ 62.00	$ 2,480.00				40.00	$ 2,480.00	100%
166	Tree Replacement (OC)	EA	1	592-536.00-976.110	47.00	$ 375.00	$ 17,625.00	47.00	$ 17,625.00	100%	47.00	$ 17,625.00	100%
167	Restoration Wixom Road Sanitary (OC)	LS	1	592-536.00-976.110	1.00	$ 127,000.00	$ 127,000.00				1.00	$ 127,000.00	100%
324	Aggregate Base, 21AA LS, 8 inch (OC)	SY	1	592-536.00-976.110	185.00	$ -	$ -				0.00	$ -	
325	_Pavement Markings	LS	1	592-536.00-976.110	1.00	$ 2,503.38	$ 2,503.38				1.00	$ 2,503.38	100%
326	_Water Service Restoration	LS	1	592-536.00-976.110	1.00	$ 10,706.25	$ 10,706.25				1.00	$ 10,706.25	100%
327	_Storm Sewer Installation	LS	1	592-536.00-976.110	1.00	$ 19,209.69	$ 19,209.69				1.00	$ 19,209.69	100%
328	_Concrete Pad Removal WR	SF	3	592-536.00-976.110	78.00	$ 4.50	$ 351.00				78.00	$ 351.00	100%
329	_Concrete Pad, Complete WR	SF	3	592-536.00-976.110	78.00	$ 109.50	$ 8,541.00				78.00	$ 8,541.00	100%
330	_Wixom PS Storm Sewer Installation	LS	3	592-536.00-976.110	1.00	$ 19,364.22	$ 19,364.22				1.00	$ 19,364.22	100%
331	_PS Valve Replacements WR	LS	3	592-536.00-976.110	1.00	$ 53,954.76	$ 53,954.76				1.00	$ 53,954.76	100%
332	_PS Slide Rail Credit WR	DLR	3	592-536.00-976.110	-5001.24	$ 1.00	$ (5,001.24)				-5001.24	$ (5,001.24)	100%
333	_PS Valve Replacements DB	LS	2	592-536.00-976.110	1.00	$ 38,464.08	$ 38,464.08				1.00	$ 38,464.08	100%
334	_PS Slide Rail Credit DB	DLR	2	592-536.00-976.110	-2862.65	$ 1.00	$ (2,862.65)				-2862.65	$ (2,862.65)	100%
	TOTAL FROM THIS SHEET						$ 3,090,680.64		$ 21,288.20			$ 3,090,680.64	
	TOTAL FROM OTHER SHEETS			$ 5,414,736.53			$ 2,318,247.30		$ -			$ 2,318,247.30	
	GRAND TOTAL			**$ 5,414,736.53**			**$ 5,408,927.94**		**$ 21,288.20**			**$ 5,408,927.94**	**100%**

CITY OF NOVI

PURCHASE ORDER NO.
97248

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Wixom Sanitary Replacement & Drakes Bay/Wixom Pump Station Improvements
NOVI PROJECT NO.: 23-1201
CIP NO.: WTS010 & WTS011
PAYMENT NO.: FINAL

Original Contract Amount:			$	5,414,736.53
Change Orders:			$	(5,808.59)
Adjusted Contract Amount to Date:			$	5,408,927.94
Total Cost of Work Performed to Date:			$	5,408,927.94
MINUS Retainage:		0%	$	-
MINUS Inspection "Crew Days":	To Date	157.50	$	-
	This Pay	0.00		
Net Amt. Earned of Contract and Extra Work to Date:			$	5,408,927.94
MINUS L.D.'s:	# of days over =		$	-
	$ amount/day =	$1,500		
Subtotal:			$	5,408,927.94
ADD Incentive "Crew Days", if under:			$	-
Subtotal:			$	5,408,927.94
MINUS Amount of Previous Payments:			$	5,118,257.75

1	$	1,207,813.41
2	$	395,395.81
3	$	525,459.60
4	$	508,439.76
5	$	637,152.38
6	$	122,668.33
7	$	777,942.00
8	$	723,447.73
9	$	219,938.73
10		

BALANCE DUE THIS PAYMENT: **$ 290,670.19**

CHANGE ORDERS

No.	Date		Amount
1	September 7, 2023	$	95,823.47
	April 19, 2024	$	81,395.32
3	August 16, 2024	$	77,209.74
4	June 20, 1997	$	35,601.43
5	9/26/, 2024	$	(317,126.75)
6	November 22, 2024	$	21,288.20
7			
8			
9			
10			
	TOTAL:	**$**	**(5,808.59)**

Inspection "Crew Days" Allowed per Contract:	174.00
Additional "Crew Days" per Change Orders:	5.00
Total Inspection "Crew Days" Allowed:	179.00

CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT:	Wixom Sanitary Replacement & Drakes Bay/Wixom Pump Station Improvements	**NOVI PROJECT NO.:**	23-1201	**PAYMENT NO.:**	FINAL
		CIP NO.:	WTS010 & WTS011		

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all leins, claims, security interest, and encumberences (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lein, claim security interest, or encumberence); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Pamar Enterprises, Inc.
CONTRACTOR - Electronic Signature Certification

Spalding DeDecker
CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

☐ All Full Unconditional Waivers of lien have been received from each subcontractor and/or supplier, reviewed and approved by the Consultant. Also, attached to this Final Payment is a copy of the Contractor's Sworn Statement, Consent of Surety, and a new Maintenance and Guarantee Bond (if the amount is greater than the final contract price) or a Maintenance Bond Rider covering the difference between the final contract price and the awarded amount.

830-23

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No.: 107731574

PROJECT: *(Name and address)*
Wixom Road Sanitary Sewer Replacement & Drakes Bay & Wixom Road Pump Station Reconstruction

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: **Construction**

CONTRACT DATED:

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
SURETY: ☒
OTHER: ☒

TO OWNER: *(Name and address)*
City of Novi
45175 West Ten Mile Road
Novi, MI 48375

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

, SURETY,

on bond of
(Insert name and address of Contractor)

Pamar Enterprises, Inc.
31604 Pamar Court
New Haven, MI 48048

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Novi
45175 West Ten Mile Road
Novi, MI 48375

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **11 November 2024**
(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company of America
(Surety)

(Signature of authorized representative)

Attest:
(Seal):

Holly Nichols, Attorney-in-Fact
(Printed name and title)

AIA Document G707™ – 1994. Copyright © 1982 and 1994 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Nicholas Ashburn, Anne M Barick, Robert D Heuer, Paul Hurley, Michael D Lechner, Mark Madden, Richard S McGregor, and Holly Nichols of Rochester Hills, Michigan, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

HARTFORD, CONN.

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 11th day of November , 2024 .

HARTFORD, CONN.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SWORN STATEMENT

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

Brian Olesky , being duly sworn, deposes and says:
That he/she makes the Sworn Statement on behalf of **Pamar Enterprises, Inc.** who is the contractor for an improvement to the following described real property situated in Oakland County,State of Michigan and described as follows:

830-23 Novi - Wixom Rd & Drakes Bay PS

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for:

NAME OF SUBCONTRACTOR SUPPLIER OR LABORER	TYPE OF IMPROVEMENT FURNISHED	TOTAL CONTRACT PRICE	AMOUNT ALREADY PAID	AMOUNT CURRENTLY OWING	BALANCE TO COMPLETE	AMOUNT OF LABORER WAGES DUE BUT UNPAID	LABORER FRINGE BENEFITS AND WITHHOLDING
Ajax Materials Corp	Supplier	$ 2,884.53	$ 2,884.53	$ -			
Al's Asphalt Paving Co, Inc	Subcontractor	$ 189,464.53	$ 189,464.53	$ -			
American Pavement Sawing, LLC	Subcontractor	$ 1,323.10	$ 1,323.10	$ -			
Aqua Turf Irrigation & Snow Services, LLC	Subcontractor	$ 4,910.60	$ 4,910.60	$ -			
Ashley Land Development Co. Inc.	Supplier	$ 42,032.40	$ 42,032.40	$ -			
Contractors Connection, Inc	Supplier	$ 1,423.05	$ 1,423.05	$ -			
CSM Mechanical, LLC	Subcontractor	$ 660,419.35	$ 660,419.35	$ -			
Dani's Transport	Trucking	$ 58,459.45	$ 58,459.45	$ -			
Duke's Root Control, Inc	Subcontractor	$ 3,256.25	$ 3,256.25	$ -			
EDW C Levy Co	Supplier	$ 1,720.91	$ 1,720.91	$ -			
EJ USA, Inc	Supplier	$ 9,756.90	$ 9,756.90	$ -			
ETNA Supply	Supplier	$ 219,644.49	$ 219,644.49	$ -			
FMG Concrete Cutting, Inc	Subcontractor	$ 2,354.00	$ 2,354.00	$ -			
Future Fabricating/Fence	Subcontractor	$ 4,320.00	$ 4,320.00	$ -			
GIP Pipe Products Inc	Supplier	$ 2,966.75	$ 2,966.75	$ -			
GM & Sons Inc	Subcontractor	$ 40,827.60	$ 40,827.60	$ -			
Hanes Geo Components	Supplier	$ 4,566.27	$ 4,566.27	$ -			
J&M Construction Corp	Subcontractor	$ 4,720.05	$ 4,720.05	$ -			
Knights Transport, LLC	Trucking	$ 6,215.00	$ 6,215.00	$ -			
Lion's Transport, Inc	Trucking	$ 3,102.00	$ 3,102.00	$ -			
Mack Industries, Inc	Supplier	$ 65,282.95	$ 65,282.95	$ -			
Mersino Dewatering, LLC	Subcontractor	$ 311,697.34	$ 311,697.34	$ -			
Michigan Pipe Inspection, Inc	Subcontractor	$ 5,462.50	$ 5,462.50	$ -			
National Industrial Maintenance, Inc	Subcontractor	$ 2,632.50	$ 2,632.50	$ -			
Owen Tree Service Inc	Subcontractor	$ 11,700.00	$ 11,700.00	$ -			
Pavement Recycling, Inc	Subcontractor	$ 4,500.00	$ 4,500.00	$ -			
PK Contracting, Inc	Subcontractor	$ 2,334.42	$ 2,334.42	$ -			
State Barricades, Inc	Subcontractor	$ 13,122.20	$ 13,122.20	$ -			
Stoneco of Michigan	Supplier	$ 1,592.14	$ 1,592.14	$ -			
Sylvania Minerals	Supplier	$ 50,533.83	$ 50,533.83	$ -			
Troy Aggregate Carriers Inc	Trucking	$ 3,515.50	$ 3,515.50	$ -			
All other stock materials, labor and fringes are paid in full thru date below.							
Sworn Statement as of	12/10/2024						

(Some columns are not applicable to all persons listed)

Continued on Page 2.

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement.

I make this statement as the **(contractor)** **(subcontractor)** or as _____ of the **(contractor) (subcontractor)** to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under section 109 of the construction lien act, 1980 PA497, MCL 570.1109.

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109, TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

Brian Olesky
Vice President

Subscribed and sworn to before me this
23 day of December, 2024

Notary Public

Macomb County, Michigan

My commission expires: 3.16.2025

ANGELA STANLEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Mar 16, 2025
ACTING IN COUNTY OF Macomb

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 2,884.53
2. Amount paid pursuant to previous Waivers:	$ 2,884.53
3. Amount paid pursuant to this Waiver:	$ 0.00
4. Amount remaining unpaid:	$ 0.00

Ajax Materials Corporation

1957 Crooks Road Suite A
Troy, Michigan 48084

Signature: Dawn M Bittner
Its: Staff Accountant
Date: 11/12/2024

Dawn Bittner, Staff Accountant
248-244-3300

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 1,782.53*** for labor/materials provided through: ***11/21/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 1,782.53*** for labor/materials provided through: ***11/21/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 189,464.52
2. Amount paid pursuant to previous Waivers:	$ 187,681.99
3. Amount paid pursuant to this Waiver:	$ 1,782.53
4. Amount remaining unpaid:	$ 0.00

Al's Asphalt Paving Co, Inc

25500 Brest Road
Taylor, Michigan 48180

Signature: EDWARD SWANSON
Digitally signed by EDWARD SWANSON
Date: 2024.11.22 11:15:43 -05'00'

Its: PRESIDENT

Date: 11/22/24

734-946-4502

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 1,323.10
2. Amount paid pursuant to previous Waivers:	$ 1,323.10
3. Amount paid pursuant to this Waiver:	$ 0.00
4. Amount remaining unpaid:	$ 0.00

American Pavement Sawing, LLC

25500 Brest Road
Taylor, Michigan 48180

Signature: Jenna Segasser
Its: Office Manager
Date: 11-12-24

Jenna Segasser, Office Manager
734-266-1770

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 2,000.81*** for labor/materials provided through: ***09/01/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 2,000.81*** for labor/materials provided through: ***09/01/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 4,910.60
2. Amount paid pursuant to previous Waivers:	$ 2,909.79
3. Amount paid pursuant to this Waiver:	$ 2,000.81
4. Amount remaining unpaid:	$ 0.00

Aqua Turf Irrigation and Snow Services

78 Homestead Lane
Imlay City, Michigan 48444

Signature: _____
Its: Pres
Date: 9/12/24

Todd Sands, President
810-721-0037

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 42,032.40
2. Amount paid pursuant to previous Waivers:	$ 42,032.40
3. Amount paid pursuant to this Waiver:	$ 0.00
4. Amount remaining unpaid:	$ 0.00

Ashley Land Development Co, Inc

3333 Muir
Milford, Michigan 48380

Signature: Amy Young
Its: Bookkeeper
Date: November 11, 2024

Amy Young, Bookkeeper
248-684-1260

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 1,423.05
2. Amount paid pursuant to previous Waivers:	$ 1,423.05
3. Amount paid pursuant to this Waiver:	$ 0.00
4. Amount remaining unpaid:	$ 0.00

Contractors Connection

2644 Auburn Road
Shelby Township, Michigan 48317

Signature: Kimberly M. Vaughn
Digitally signed by Kimberly M. Vaughn
Date: 2024.11.13 16:01:08 -05'00'

Its: Office Manager

Date: 11/13/2024

586-726-9690

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 121,873.88*** for labor/materials provided through: ***09/30/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 121,873.88*** for labor/materials provided through: ***09/30/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 660,419.35
2. Amount paid pursuant to previous Waivers:	$ 538,545.47
3. Amount paid pursuant to this Waiver:	$ 121,873.88
4. Amount remaining unpaid:	$ 0.00

CSM Mechanical, LLC

1235 Holden AvenueMilford,
Michigan 48381

Signature: Lorrie Morris
Its: Accounting Manager
Date: 11/15/2024

Lorrie Morris, Accounting Manager
248-302-2078

23-11533
24-B291

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 58,459.45
2. Amount paid pursuant to previous Waivers:	$ 58,459.45
3. Amount paid pursuant to this Waiver:	$ 0.00
4. Amount remaining unpaid:	$ 0.00

Dani's Transport

5700 Ready Road
South Rockwood, Michigan 48179

Signature: Jamie L Lindley
Its: OFFICE MANAGER
Date: 11/11/2024

Jamie Lindley, Office Manager
734-379-9100

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 1,237.50*** for labor/materials provided through: ***02/29/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 1,237.50*** for labor/materials provided through: ***02/29/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 3,256.25
2. Amount paid pursuant to previous Waivers:	$ 2,018.75
3. Amount paid pursuant to this Waiver:	$ 1,237.50
4. Amount remaining unpaid:	$ 0.00

Duke's Root Control, Inc

15155 Fogg Street
Plymouth, Michigan 48170

Signature: Samantha Harris
Its: Office Manager
Date: 3/15/2024

Samantha Harris, Office Manager
734-921-3054

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 1,720.91
2. Amount paid pursuant to previous Waivers:	$ 1,720.91
3. Amount paid pursuant to this Waiver:	$ 0.00
4. Amount remaining unpaid:	$ 0.00

Edward C Levy

5700 Ready Road
South Rockwood, Michigan 48179

Signature: Connie McCullough
Its: Asst Credit Mgr
Date: 11-11-2024

Connie McCullough, Asst. Credit Manager
313-429-5389

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 9,756.90
2. Amount paid pursuant to previous Waivers:	$ 9,756.90
3. Amount paid pursuant to this Waiver:	$ 0.00
4. Amount remaining unpaid:	$ 0.00

EJ USA, Inc

P.O. Box 644873
Pittsburgh, Pennsylvania 15264-4873

Signature: Darrel VanLoo
Its: Credit Manager
Date: 11/11/24

Darrel VanLoo, Credit Manager
231-536-2261

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 219,644.49
2. Amount paid pursuant to previous Waivers:	$ 219,644.49
3. Amount paid pursuant to this Waiver:	$ 0.00
4. Amount remaining unpaid:	$ 0.00

ETNA Supply

P.O. Box 772107
Detroit, Michigan 48277-2107

Signature: vvanderstel@EtnaSupply.com Digitally signed by vvanderstel@EtnaSupply.com Date: 2024.12.10 13:39:40 -05'00'

Its: Credit

Date: 12/10/24

Vonda VanderStel,
Accounting and
Credit Support
Specialist
616-514-5236

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 1,089.00*** for labor/materials provided through: ***02/28/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 1,089.00*** for labor/materials provided through: ***02/28/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 1,089.00
2. Amount paid pursuant to previous Waivers:	$ 0.00
3. Amount paid pursuant to this Waiver:	$ 1,089.00
4. Amount remaining unpaid:	$ 0.00

FMG Concrete Cutting, Inc

3515 South Old US 23 Highway
Brighton, Michigan 48114

Signature: Laura Perkins
Its: agent
Date: 3.7.2024

Laura Perkins, Agent
810-227-3650

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 432.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 432.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 4,320.00
2. Amount paid pursuant to previous Waivers:	$ 3,888.00
3. Amount paid pursuant to this Waiver:	$ 432.00
4. Amount remaining unpaid:	$ 0.00

Future Fence Company

23450 Regency Park Drive
Warren, Michigan 48089

Signature: Joshua Wilson Digitally signed by Joshua Wilson Date: 2024.12.19 12:57:35 -05'00'

Its: Accounts Receivable

Date: 12/19/2024

586-755-0900

Enterprises®
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 218,676.23
2. Amount paid pursuant to previous Waivers:	$ 218,676.23
3. Amount paid pursuant to this Waiver:	$ 0.00
4. Amount remaining unpaid:	$ 0.00

GIP Pipe Products Inc

20501 Goddard Road
Taylor, Michigan 48180

Signature: _____
Its: AR
Date: 11-11-24

Monica Marshall, AR
734-287-1000

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 4,082.76*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 4,082.76*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 40,827.60
2. Amount paid pursuant to previous Waivers:	$ 36,744.84
3. Amount paid pursuant to this Waiver:	$ 4,082.76
4. Amount remaining unpaid:	$ 0.00

GM & Sons, Inc

46900 West Road
Novi, Michigan 48377

Signature: _____

Its: President

Date: 11/14/2024

Hugo Gallegos, President
248-956-7939

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 4,566.27
2. Amount paid pursuant to previous Waivers:	$ 4,566.27
3. Amount paid pursuant to this Waiver:	$ 0.00
4. Amount remaining unpaid:	$ 0.00

Hanes Geo Components

500 North McLin Creek Road
P.O. Box 457
Conover, North Carolina 28613

Signature: _____
Its: Toby Brutsman, Credit Manager
Date: November 11, 2024

828-466-8114

Pamar Enterprises, Inc.
53021 Gratiot, New Haven, MI 48048

I/we have a contract with Pamar Enterprises, Inc. to provide certain labor and/or materials for the improvement to the property described as: *830-23 Novi - Wixom Rd & Drakes Bay PS*

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of *$ 2,443.05* for labor/materials provided through: *03/04/2024* . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of *$ 2,443.05* for labor/materials provided through: *03/04/2024* . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 4,720.05
2. Amount paid pursuant to previous Waivers:	$ 2,277.00
3. Amount paid pursuant to this Waiver:	$ 2,443.05
4. Amount remaining unpaid:	$ 0.00

J&M Construction Corp

P.O. Box 175
New Hudson, Michigan 48165

Signature: Mary Ann Hamilton
Its: Office Manager
Date: 3/11/2024

Mary Ann Hamilton, Office Manager
248-685-0757

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 6,215.00
2. Amount paid pursuant to previous Waivers:	$ 6,215.00
3. Amount paid pursuant to this Waiver:	$ 0.00
4. Amount remaining unpaid:	$ 0.00

Knights Transport, LLC

23224 Recreation Street
Saint Clair Shores, Michigan 48082

Signature: Tim Bugay
Its: Pres.
Date: 12-20-2024

Tim Bugay, President
586-817-4057

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** : This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 3,102.00
2. Amount paid pursuant to previous Waivers:	$ 3,102.00
3. Amount paid pursuant to this Waiver:	$ 0.00
4. Amount remaining unpaid:	$ 0.00

Lion's Transport, Inc

50349 Riverside Drive
Macomb, Michigan 48044

Signature: Tihomir Llic
Its: V.P.
Date: 19-12-24

Tihomir Llic, Owner
586-995-1317

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 65,282.95
2. Amount paid pursuant to previous Waivers:	$ 65,282.95
3. Amount paid pursuant to this Waiver:	$ 0.00
4. Amount remaining unpaid:	$ 0.00

Mack Industries, Inc

8265 White Lake Road
White Lake, Michigan 48386

Signature: Brad Newton

Its: Credit Manager

Date: 11/12/24

Brad Newton
248-620-7400

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 115,654.76*** for labor/materials provided through: ***09/30/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 115,654.76*** for labor/materials provided through: ***09/30/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 311,697.34
2. Amount paid pursuant to previous Waivers:	$ 196,042.58
3. Amount paid pursuant to this Waiver:	$ 115,654.76
4. Amount remaining unpaid:	$ 0.00

Mersino Dewatering, Inc

900 North Squirrel Road, Suite 210
Auburn Hills, Michigan 48326

Signature: Joan Miller
Its: Office Mgr
Date: 11/15/24

Joan Miller, Office Manager
810-678-8085

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 995.50*** for labor/materials provided through: ***02/14/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 995.50*** for labor/materials provided through: ***02/14/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 4,397.50
2. Amount paid pursuant to previous Waivers:	$ 3,402.00
3. Amount paid pursuant to this Waiver:	$ 995.50
4. Amount remaining unpaid:	$ 0.00

Michigan Pipe Inspection, Inc

3508 Armour Street
Port Huron, Michigan 48060

Signature: Digitally signed by Steve Patterson Date: 2024.02.22 18:57:46 -05'00'

Its: President

Date: February 22, 2024

810-404-8925

Pamar Enterprises®
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 2,632.50
2. Amount paid pursuant to previous Waivers:	$ 2,632.50
3. Amount paid pursuant to this Waiver:	$ 0.00
4. Amount remaining unpaid:	$ 0.00

National Industrial Maintenance, Inc

4400 Stecker
Dearborn, Michigan 48126-9170

Signature: BRIAN MALINOWSKI
Its: VICE PRESIDENT
Date: 11-13-2024

Brian Malinowski, Vice President
313-945-6464

Pamar Enterprises, Inc.®
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 1,170.00*** for labor/materials provided through: ***02/12/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract Improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 1,170.00*** for labor/materials provided through: ***02/12/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract Improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 11,700.00
2. Amount paid pursuant to previous Waivers:	$ 10,530.00
3. Amount paid pursuant to this Waiver:	$ 1,170.00
4. Amount remaining unpaid:	$ 0.00

Owen Tree Service, Inc

225 North George Lake Road
Attica, Michigan 48412

Signature: Randy J Owens
Its: President
Date: 4/30/2024

Randy Owens, President
810-724-6651

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with Pamar Enterprises, Inc. to provide certain labor and/or materials for the improvement to the property described as: *830-23 Novi - Wixom Rd & Drakes Bay PS*

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of *$ 4,500.00* for labor/materials provided through: *02/19/2024* . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract Improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of *$ 4,500.00* for labor/materials provided through: *02/19/2024* . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract Improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 4,500.00
2. Amount paid pursuant to previous Waivers:	$ 0.00
3. Amount paid pursuant to this Waiver:	$ 4,500.00
4. Amount remaining unpaid:	$ 0.00

Pavement Recycling, Inc

36 Turrill Road
Lapeer, Michigan 48446

Signature: Cody VanHevel
Its: Operations Manager
Date: 3-11-24

Cody VanHevel, Operations Manager
810-245-5700

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***12/19/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***12/19/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 2,334.42
2. Amount paid pursuant to previous Waivers:	$ 2,334.42
3. Amount paid pursuant to this Waiver:	$ 0.00
4. Amount remaining unpaid:	$ 0.00

PK Contracting, Inc

1965 Barrett Dr
Troy, Michigan 48084-5372

Signature: _____
Its: _____
Date: 12-20-24

P.K. Contracting
1965 Barrett Dr.
Troy, MI 48084
Kimberly A. Tomattl
Agent

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 13,122.20
2. Amount paid pursuant to previous Waivers:	$ 13,122.20
3. Amount paid pursuant to this Waiver:	$ 0.00
4. Amount remaining unpaid:	$ 0.00

State Barricades, Inc

24806 Industrial Drive
Warren, Michigan 48089

Signature: Courtnie Bouchard
Its: Secretary
Date: 11/12/2024

Courtnie Bouchard, Secretary
586-756-8282

STONECO
A CRH COMPANY

FULL UNCONDITIONAL WAIVER

My/our contract with Pamar Enterprises, Inc. to provide materials for the improvement of the property described as 830-23 Novi - Wixom Rd & Drakes Bay PS has been fully paid and satisfied. By signing this waiver, all my/our construction lien or bond rights against the described property are waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Stoneco of Michigan

By: Lisa Lucio
(signature of lien/bond claimant)

Address: 2575 S. Haggerty Rd., Suite 100
Canton, MI 48188

Telephone: 734-294-1190

Lisa Lucio, Credits and Collections

Signed on: 11-12-24 (date)

DO NOT SIGN BLANK OR IMCOMPLETE FORMS. RETAIN A COPY

Great Lakes Aggregates Companies

Sylvania Minerals • Recycled Aggregates

PO Box 406 ♦ 5699 Ready Road ♦ South Rockwood, MI 48179 ♦ Phone 734-783-7400

FULL UNCONDITIONAL WAIVER

My/our contract with Pamar Enterprises, Inc
(Other Contracting Party)

To provide Aggregate Material

For the improvement to the property described as:

830-23 - Novi - Wixom Rd & Drakes Bay PS

Having been fully paid and satisfied, all my/our construction lien rights against subject property are hereby waived and released.

If the owner of lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us. The owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally to verify that it is authentic.

Sylvania Minerals, LLC

Melissa Zielinski

Melissa Zielinski, Office Manger
(Signature of Lien Claimant)

Signed On: November 12, 2024

Address: 5699 Ready Road, PO Box 406
South Rockwood, MI 48179
Telephone: (734) 783-7416
Fax: (734) 379-0311

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

Pamar Enterprises, Inc.
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: ***830-23 Novi - Wixom Rd & Drakes Bay PS***

(CHECK ONE)

☐ **PARTIAL CONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

☐ **PARTIAL UNCONDITIONAL WAIVER**
I hereby waive my/our construction lien to the amount of ***$ 0.00*** for labor/materials provided through: ***11/11/2024*** . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

☐ **FULL CONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

☑ **FULL UNCONDITIONAL WAIVER**
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	$ 3,515.50
2. Amount paid pursuant to previous Waivers:	$ 3,515.50
3. Amount paid pursuant to this Waiver:	$ 0.00
4. Amount remaining unpaid:	$ 0.00

Troy Aggregate Carriers, Inc

6075 Elmridge Drive
Sterling Heights, Michigan 48313

Signature: J Ron Henshaw
Its: managment
Date: 11/12/24

Ron Henshaw, Management
586-446-9200

CITY OF NOVI CITY COUNCIL
FEBRUARY 10, 2025

SUBJECT: Consideration of a resolution requested by Lake Area Homeowners Association's to participate in the Michigan Department of Natural Resources Goose Nest Destruction Program for Walled Lake and Shawood Lake.

SUBMITTING DEPARTMENT: City Manager

KEY HIGHLIGHTS:

- Canadian geese are federally protected by the Migratory Bird Treaty Act. Disturbing nests with goose eggs present can be done only under special permit, which can be applied for only when other techniques have been unsuccessful.
- The Lakes Area Homeowners Association (LAHA) is submitting a permit application for the Canadian Goose Nest/Egg Destruction Program to the Michigan Department of Natural Resources (MDNR).
- Their application is required to be accompanied by a resolution from the local government, in this case, City of Novi, for the permit to be issued by the MDNR.
- City Council previously approved resolutions supporting LAHA in their goose management efforts in 2014 and 2020.

BACKGROUND INFORMATION:

The Lakes Area Homeowners Association (LAHA), which represents homeowners living around Walled Lake and Shawood Lake, has proposed to apply to the Michigan Department of Natural Resources (MDNR) for a permit to participate in the Canada Goose Nest/Egg Destruction Program. In the attached letter, LAHA is requesting a resolution of support from the City of Novi, which MDNR requires to accompany LAHA's application. The City Council approved similar requests by LAHA on December 8, 2014, and February 24, 2020.

The enclosed information circular from the MDNR provides additional information about the program. According to the MDNR, nest destruction is an effective means to encourage migration of adult geese breeding to the north. LAHA has not identified specific locations for nest destruction but will be contacting property owners once the locations are determined to seek permission.

If approved, the goose nest destruction would occur for the next five years. LAHA would fund, administer, and coordinate the effort with Goose Busters, a State of Michigan DNR licensed contractor, and would require no funding or additional effort from the City beyond consideration of this resolution. LAHA is also required to notify any lakefront landowners or sites with multiple property owners of ongoing activities.

RECOMMENDED ACTION: Approval of a resolution supporting the Lake Area Homeowners Association's request to participate in the Michigan Department of Natural Resources Goose Nest Destruction Program for Walled Lake and Shawood Lake.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION REGARDING ASSISTANCE FROM THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES IN THE REMOVAL OF NUISANCE GEESE FROM WALLED LAKE AND SHAWOOD LAKE

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 February 10, 2024, 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 Council of the City of Novi, Michigan has received complaints of an overpopulation of geese inhabiting Walled Lake and Shawood Lake; and

WHEREAS, the City Council has determined that geese create unhealthy and unsightly conditions around Walled Lake for our residents; and

WHEREAS, the City Council is of the opinion that goose nest destruction programs initiated by the Michigan Department of Natural Resources will provide a humane method of addressing the overpopulation of geese and related problems on Walled Lake and Shawood Lake.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Novi City Council formally requests the assistance of the Michigan Department of Natural Resources on behalf of a request made by the Lakes Area Homeowners Association as long as they abide by the Michigan Department of Natural Resources regulations in the implementation of

next destruction programs at the appropriate time in a five (5) year period and, additionally, to advise the Department that there shall be no cost to the City of Novi.

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 10th day of February 2025, 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

P. O. Box 12 • Walled Lake, MI 48390 • www.lahalifestyle.com

TO: Novi City Council. City of Novi, Michigan 1-28-2025

From: Lakes Area Homeowners Association LAHA

Subject: Goose nest and egg destruction resolutions renewal for 2025-2030.

The Lakes Area Homeowners Association is requesting the renewal of both Shawood Lake and Walled Lake resolutions authorizing the nest and egg destruction program. The current resolutions expire on 2-24-2025.

The program started in 2010 along with the Walled Lake Lake Board to address the invasive weeds and e-coli in Walled Lake that created beach closures and unsafe conditions with goose droppings being a major contributor of e-coli.

Pavillon and Lakeshore Parks ever increasing popularity with residents also benefit from less droppings on the sidewalks and grassy areas.

This is the most humane way of reducing e-coli, beach closures, human, and pet contact with goose droppings.

A certified company working within the DNR guidelines is contracted and paid for by LAHA.

Thanks

Jerry Anderson

President

Lakes Area Homeowners Association LAHA

LAHA represents homeowners with deeded access to Walled and Shawood Lake

Michigan Department of Natural Resources – Wildlife Division

APPLICATION AND PERMIT FOR CANADA GOOSE NEST/EGG DESTRUCTION

Required under the authority of the Wildlife Conservation Order, Chapter V, Sections 5.51, 5.51a, 5.51b, 5.52b, and 5.110.

This form is the application and permit for nest destruction. After being approved and signed by the Director's authorized representative, it becomes a valid permit. A permit is required to participate in any goose nest/egg destruction activity. Permit eligibility requirements and additional information is on the back of this form.

APPLICANT INFORMATION	PROPERTY INFORMATION (IF DIFFERENT FROM APPLICANT)		
Applicant: LAKES AREA HOMEOWNERS ASSOCIATION	Site Contact	Telephone	
Mailing Address: P.O. BOX 12	Site Address		
City, State, ZIP: WALLED LAKE, MI 48390	City, State, ZIP		
Telephone: 248-770-9765 JERRY ANDERSON	**Name of Site** (lake, park, etc.) ****One site per application****: SHAWOOD LAKE		
Email Address: JERRYANDERSON500@GMAIL.COM	Township/City: NOVI	County: OAKLAND	Nearest Crossroad: OLD NOVI RD SOUTH LAKE

Have you previously completed the training session? ☐ No ☒ Yes

If yes, when and where: 2010 NOVI, MI

Who will do the nest/egg destruction? ☐ Myself ☐ Myself with others assisting ☒ Private Contractor

Name of Private Contractor: GOOSE BUSTERS

TYPE OF APPLICATION (PLEASE CHECK ONE)

☒ **LAKE ASSOCIATION, LAKE AND/OR SITE WITH MULTIPLE PROPERTY OWNERS (must have resolution or petition)**

☐ **COMMERCIAL/BUSINESS**

☐ **SINGLE FAMILY RESIDENCE**

LAKE INFORMATION (COMPLETE ONLY IF PROVIDING A PETITION FOR A SITE WITH MULTIPLE PROPERTY OWNERS)

Number of Lakeshore Landowners	Lakeshore Length
Number of lakeshore Landowners Signatures	Do you have at least 100 birds or more at this time? ☐ Yes ☐ No

CERTIFICATION

ALL APPLICATIONS MUST BE POSTMARKED BY MARCH 24.

I have read, understand, and will comply with the terms and conditions of the permit. If applicable, I have provided a copy of the petition/resolution to the Michigan DNR, and at least seventy percent of the lakefront owners have signed the petition authorizing Canada goose nest destruction.

I understand this permit does not authorize trespass.

Further, I assure the Michigan DNR that lakefront landowners or sites with multiple property owners have been notified of Canada goose program activities.

Applicant Signature	Date
[signature]	1-29-2025

Please send completed and **signed** application to:

USDA APHIS Wildlife Services
2803 Jolly Road, Suite 100
Okemos, MI 48864
FAX:517 203-2697

AGENCY USE ONLY

Director's Authorized Representative Signature of Approval		
Issue Date	Expiration Date	Permit Number

Michigan Department of Natural Resources – Wildlife Division

APPLICATION AND PERMIT FOR CANADA GOOSE NEST/EGG DESTRUCTION

Required under the authority of the Wildlife Conservation Order, Chapter V, Sections 5.51, 5.51a, 5.51b, 5.52b, and 5.110.

This form is the application and permit for nest destruction. After being approved and signed by the Director's authorized representative, it becomes a valid permit. A permit is required to participate in any goose nest/egg destruction activity. Permit eligibility requirements and additional information is on the back of this form.

APPLICANT INFORMATION

Applicant: LAKES AREA HOMEOWNERS ASSOCIATION

Mailing Address: PO BOX 12

City, State, ZIP: WALLED LAKE, MI 48396

Telephone: 248-770-9765 JERRY ANDERSON

Email Address: JERRYANDERSON500@GMAIL.COM

PROPERTY INFORMATION (IF DIFFERENT FROM APPLICANT)

Site Contact:

Telephone:

Site Address:

City, State, ZIP:

Name of Site (lake, park, etc.) ****One site per application****: WALLED LAKE

Township/City: NOVI

County: OAKLAND

Nearest Crossroad: S. Lake, E. Lake

Have you previously completed the training session? ☐ No ☒ Yes

If yes, when and where: 2010 NOVI, MI

Who will do the nest/egg destruction? ☐ Myself ☐ Myself with others assisting ☒ Private Contractor

Name of Private Contractor: GOOSE BUSTERS

TYPE OF APPLICATION (PLEASE CHECK ONE)

☒ **LAKE ASSOCIATION, LAKE AND/OR SITE WITH MULTIPLE PROPERTY OWNERS (must have resolution or petition)**

☐ **COMMERCIAL/BUSINESS**

☐ **SINGLE FAMILY RESIDENCE**

LAKE INFORMATION (COMPLETE ONLY IF PROVIDING A PETITION FOR A SITE WITH MULTIPLE PROPERTY OWNERS)

Number of Lakeshore Landowners:

Lakeshore Length:

Number of lakeshore Landowners Signatures:

Do you have at least 100 birds or more at this time? ☐ Yes ☐ No

CERTIFICATION

ALL APPLICATIONS MUST BE POSTMARKED BY MARCH 24.

I have read, understand, and will comply with the terms and conditions of the permit. If applicable, I have provided a copy of the petition/resolution to the Michigan DNR, and at least seventy percent of the lakefront owners have signed the petition authorizing Canada goose nest destruction.

I understand this permit does not authorize trespass.

Further, I assure the Michigan DNR that lakefront landowners or sites with multiple property owners have been notified of Canada goose program activities.

Applicant Signature: Gerald L Anderson

Date: 1-29-2025

Please send completed and **signed** application to:

USDA APHIS Wildlife Services
2803 Jolly Road, Suite 100
Okemos, MI 48864
FAX:517 203-2697

AGENCY USE ONLY

Director's Authorized Representative Signature of Approval:

Issue Date	Expiration Date	Permit Number

WILDLIFE DAMAGE AND NUISANCE CONTROL PERMITS FOR RESIDENT CANADA GOOSE MANAGEMENT PROGRAMS

PREFACE

This information circular is provided to inform permittees and interested applicants about the regulations concerning Wildlife Damage and Nuisance Control Permits for Resident Canada Goose Programs. This circular is designed specifically to address the regulations and the concerns of contractors, sites, commercial businesses, and public nuisance animal control agencies. This circular is intended to be a guide for those participating in the Wildlife Damage and Nuisance Control of Canada Geese.

Permittees may receive a current copy of this circular with approved permit or renewal information. Updates will be provided if regulations change. Permittees are expected to know and understand the state regulations and any pertinent local regulations related to damage control methods (i.e., discharge of firearms, local building codes, etc.) and to act within those regulations. In addition, permittees are expected to conduct control operations in a professional manner so as to develop and foster public confidence in the integrity of wildlife damage and nuisance control.

Answers to questions not provided in this circular may be addressed to the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (USDA-APHIS-WS) Office, Department of Natural Resources (DNR), Wildlife Division Permit Specialist, or by contacting a DNR office listed at the end of this circular.

INTRODUCTION

The sight and sounds of a flock of Canada geese marks the passage of time, the turning of seasons, evoking deep-seated emotions, and for many, affirming perennial connections with the wild. Yet local increases in giant Canada goose populations can evoke an entirely different range of emotions. The following information describes common problems and solutions for people inhabiting areas with Canada geese.

The once nearly extinct giant Canada goose (*Branta canadensis maxima*) has experienced population explosions in areas throughout North America. This trend is due in part to the success of wildlife management programs and the adaptability of these magnificent birds.

Geese are herbivores and have a preference for grass shoots, aquatic vegetation, seed heads, and various grains. Canada geese usually nest in March and April. Adult Canada geese have very few predators, though raccoons, skunks, fox and crows sometimes prey on their eggs.

In general, geese have benefited from the way humans have altered the landscape. Canada geese are attracted to areas that provide food, water, and protection. Urban areas with lakes and ponds offer all the resources that geese need to survive. During the summer months, Canada geese can be a problem for some property owners. Birds often find refuge on lakes and golf course ponds, taking advantage of the lush lawns, while experiencing their annual wing molt (loss of flight feathers). Most human-goose conflict is associated with urban settings where manicured lawns are located in close proximity to water and molting geese that leave droppings and feathers on lawns, beaches, docks, sidewalks, and golf courses. Geese take advantage of large agricultural fields in fall and winter.

These areas provide high energy foods, allowing some geese to stay in Michigan throughout the winter. Canada geese may cause damage to agricultural crops through consumption or trampling.

The DNR has a Resident Canada Goose Program that has been developed to give private landowners (including businesses and other commercial entities) options to address their goose-human conflicts on their sites.

METHODS OF CONTROL

Elimination of Feeding: Artificial feeding can lead to large concentrations of geese as they congregate for "free handouts." Feeding causes the loss of wild instincts and can lead to nutritional imbalance. Geese also lose their fear of humans when fed, which can lead to abnormal behavior such as aggression towards humans, causing an animal/human conflict. Communities must work to abolish feeding resident Canada geese. Some local governments have established "no feeding" ordinances.

Hunting: Where permitted by law, hunting is an effective and economical tool to control goose populations. Hunting provides opportunities for friends and family to participate in an important Michigan heritage plus procure a valued, healthy food source. Michigan has established hunting seasons in cooperation with the U. S. Fish and Wildlife Service (FWS) that are timed to target resident geese. The annual Michigan Waterfowl Hunting Regulations Summary contains season dates and bag limits but be sure to check local township firearm ordinances before hunting geese in suburban settings.

Scare Devices: Scare devices can be a cost-effective way to repel geese when applied consistently as soon as geese arrive on your property. There are many commercial companies that sell the scare devices listed below:

- Shell crackers (may require a federal permit)
- Bird bangers
- Screamers
- Rockets
- Bird alarm
- Distress cries
- Motion detector accessories
- Electronic noise systems
- Bird scare balloons
- Plastic flags
- Mylar scare tape
- Lasers, flashing or rotating strobe lights
- Canine effigies (coyote, wolf, or dog cutouts or 3D models)
- Radio-controlled boats (prior authorization may be required by the DNR Law Enforcement Division)

Dogs: Many sites have reported success using dogs trained to harass geese. Geese perceive the dogs as predators and avoid them. It is important that dogs are handled properly in order for this technique to be effective. Letting household dogs roam a property may chase geese away, but if a dog catches or harms a goose at any time, it is a violation of federal law. Also, dogs are not allowed to harass geese when they are flightless.

Repellents: Repellents can be applied on lawns to deter geese from feeding on the grass. The disadvantage to using repellents is that they are effective only over a short period, before rain or mowing reduces their impact. Remember, geese are more prone to avoid sites where repellents have been used if alternative feeding sites are available.

Barrier Fencing: Fence barriers constructed at least 30 inches high can exclude molted (non-flighted) geese from lawns in June and July. Barriers can be constructed from plastic snow fence, chain link, woven wire, string, mylar tape or chicken wire. Barrier fencing works most effectively when placed along shorelines, but it should not be used at times when young birds would be trapped on land.

Landscaping or Habitat Modifications: Making your yard less attractive to geese can reduce use by Canada geese. An unmowed 6-foot-wide shoreline buffer of tall native grasses or a hedgerow 20 to 30 inches tall can discourage geese from visiting your lawn. Allowing lawns or common areas used by geese to grow taller vegetation can also discourage geese from using these sites. Geese are especially attracted to lawns that are heavily fertilized, watered, and mowed. Studies show that fertilizing lawns increases their nutritional value to geese. Letting the lawn grow longer and not fertilizing or watering it will make it less attractive to geese.

Nest/Egg Destruction: If other methods of control are ineffective, destroying Canada goose nests and eggs may be an option for reducing local Canada goose populations. If done properly and at the right time, nest destruction will prompt Canada geese to migrate north on what is called a molt migration. Nest/egg destruction can only be done under a permit issued by USDA-APHIS Wildlife Services.

Goose Capture, Transport, Hold, and Euthanize: Removing or killing geese outside of the normal hunting season is considered a last resort after other techniques have been unsuccessful. Problem geese are captured at the request of local residents and/or a local unit of government. This program takes place in late June when the birds are flightless. Birds that are captured are killed and either disposed of or taken to a processor and donated to a charitable organization.

Special permits from the DNR or from USDA Wildlife Services must be obtained for the capture of Canada geese. It is strongly recommended that sites try other alternative control methods before applying for permits for capture and euthanasia. It is required that sites have an approved human health and safety situation or have a minimum number of birds and have completed nest and egg destruction before being eligible to receive permits for capture and euthanasia.

When considering nuisance goose control methods for an area, you have to consider several things: how large is the problem area, how do the geese get there, and what specifically is the problem. If geese always walked to the site, then consider exclusion techniques. If they fly onto the site, use harassment techniques. Another consideration is size of the affected area.

The best results are obtained by using a combination of several different control methods and changing tactics often to prevent geese from becoming conditioned to any one of them. In addition, studies show that geese exposed to hunting are more likely to respond to scare devices outside the goose hunting seasons. There are private animal control companies available that can be consulted for help in scaring and controlling geese. Before using any explosive devices, remember to check local ordinances, federal permit requirements, and inform your neighbors.

WILDLIFE DAMAGE AND WILDLIFE "NUISANCE"

The term "damage" is easily understood; however, "nuisance" means different things to different people. For some, the mere presence of a red fox in the woods behind their house constitutes an intolerable situation. For others, glimpsing the same animal would be a thrilling and rewarding experience. Education can play an important role in nuisance recognition and resolution. A wild animal that poses no real threat to the safety of the public, livestock, crops, or property should not be viewed as a nuisance simply because it exists. A public that is knowledgeable about the habits and life history of wild animals is better equipped to recognize and solve wildlife damage and nuisance situations. One role of the DNR is to ensure the well-being of the state's wildlife populations while also assuring that individual wild animals are not posing a threat to human safety or creating unreasonable property, crop, or livestock damage. As long as humans coexist with wild animals, conflicts will arise. The DNR attempts to resolve these conflicts through direct action, education, and

technical assistance in cooperation with private businesses, the federal government, and other state agencies. Care must be taken to ensure that damage and nuisance control measures are necessary and warranted.

TYPES OF PERMITS

Under the authority of the Natural Resources and Environmental Protection Act and the Wildlife Conservation Order (WCO), the DNR administers a permit system for damage and nuisance animal control of Canada geese when legal hunting cannot alleviate problems. The permit system allows nuisance Canada geese causing damage to property to be taken during times of the year and by methods not normally allowed under the regular hunting and trapping rules.

Under the damage and nuisance control system the following types of permits are issued:

1. **Damage and Nuisance Animal Control Permit**
   This permit, issued by a Conservation Officer or Wildlife Biologist at one of the offices listed at the end of this circular, is provided to the landowner, lessee, or their designated agent and is not transferable. The permits are issued, following inspection, on a case-by-case basis usually for crop damage purposes.

2. **Nuisance/Damage Application and Permit for Canada Goose Contractors**
   Contractors may destroy Canada goose nests and eggs and address aggressive geese on a case by case basis (capture, transport, hold, and kill) only by permit issued by the DNR. The deadline to apply is **March 31**.

   a) **Permit to Conduct Nest and Egg Destruction for Population Control by Contractor** (Fee $100)

   - Permits a nuisance animal control business (public or non-profit) to destroy Canada goose nests and eggs. Sites interested in nest and egg activities for nuisance or damage control must fulfill program guidelines and possess an individual site permit for nest destruction.
   - Aggressive geese are also included under this permit. Contactors may assist with aggressive geese situations, including capture, hold, transport, and kill. However, you need to get a site- authorization from your local DNR biologist for each aggressive goose situation.
   - Canada Goose Contractors must train all employees and maintain records on birds captured, banded birds, and locations. In addition, this information shall be supplied to the Department at any given time.

3. **Canada Goose Nest/Egg Destruction Permit**

   The DNR encourages landowners to increase their tolerance of Canada geese to reduce human-goose conflicts in situations where there are no human safety or health threats. The DNR recommends applicants to attempt alternate control techniques to address human-goose conflicts before they are permitted to destroy nests/eggs or capture and euthanize birds. DNR encourages homeowners to learn more about non-lethal techniques including habitat modification and scare tactics to reduce conflicts. You can find out more information on alternative methods to address goose conflicts on our website: Nuisance Wildlife.

   This program addresses local resident goose populations on sites. The Canada Goose Nest/Egg Destruction Program allows landowners to request a permit to destroy nests and eggs, which then encourages geese to migrate north. A copy of the approved Canada Goose Nest/Egg Destruction Permit must be supplied to any hired contractors. All individuals new to the nest destruction program must complete mandatory training prior to the issuance of the permit.

Permit Requirements

Applicant must submit a permit application for nest/egg destruction area. The lake, body of water or site must be located in Michigan.

- It is recommended that the applicant have tried to control geese using alternative measures which may include legal hunting; feeding bans; habitat modification; fencing; barriers; repellents; scare techniques such as scarecrows, flags, reflective tape; and harassment.
- A representative from each new site must have completed mandatory training before a permit will be issued. An application is required annually to participate in the program.
- Applicant will be responsible to assure that all new persons involved with the actual nest destruction (i.e., harassing birds from nest sites, removing eggs) have completed training as designated by the DNR; OR be directly supervised by an individual who has completed this training. If applicant is hiring a nuisance animal control business to conduct the nest destruction, applicant (or representative) must have completed the mandatory training prior to a permit being issued. The DNR maintains a list of all individuals who have completed this training.
- Applicant is responsible for providing any and all personnel to handle the goose eggs, or use a state permitted private nuisance animal control company to carry out the work.
- Applicant will be responsible for providing complete and accurate record keeping of the nest destruction operations and file a report providing details as required by the DNR. Report must be submitted to the USDA-APHIS-WS office by **May 9**.
- Applicant will be responsible to assure that all eggs, eggshell fragments, and/or contents that are removed from nests be destroyed as specified in the mandatory training.
- Applicant may destroy Canada goose eggs and nests only within the timeframe specified and, in a manner, approved by the DNR. This information will be conveyed in the mandatory training.
- All applications should be postmarked by **March 24.**
- This permit does not authorize trespass.
- There is no fee for eligible participants.
- Applicant must notify **all** lakefront landowners (this includes sites with multiple property owners) of Canada goose control activities.

4. Capture, Transport, Hold, and Euthanize Permit

The DNR encourages tolerance and coexistence with Canada geese. There are numerous non-lethal techniques available to help address conflicts with Canada geese. Capture and euthanasia should be considered a last resort to address conflicts. To receive a new permit for capture, transport, hold, and euthanize, sites must first get approval from a DNR Wildlife Biologist.

Permit Requirements

Permitted sites must meet the following criteria:

- Have received a permit and participated in Canada goose nest and egg destruction in the current year, AND
- Have a minimum of 100 birds at their site at the time of permit application, OR
- Have an approved human health and safety situation that meets at least one of the following:

- Where exposure to geese could have serious health consequences because at least some patients/residents will have compromised health or mobility (e.g., nursing homes, medical care facilities, hospital containment ponds).
- Serious broad scale health-related concerns that cannot otherwise be prevented (e.g., from ponds used to supply fire suppression water at corporate sites or wastewater treatment ponds where droppings and feathers can clog water intakes) or safety concerns (e.g., car proving grounds).
- Public or private swimming beaches where there are elevated E. coli counts according to EGLE's water quality standards and large numbers of Canada geese (e.g., >100) that pose a threat to large groups of people. A permit may be issued for a site that provides documentation of a swimming beach closure last year due to elevated E. coli counts and has a large number of geese currently using the area.
- Public parks that participated in the Canada Goose Round Up Program since 2017, either continuously or intermittently, and where the average number of birds over the last three round up periods is $\geq$ 500.

To receive a permit to capture, transport, hold, and euthanize Canada geese, the Applicant must agree to the following:

- It is recommended that the applicant has tried to control geese using alternative measures which may include hunting; feeding bans; habitat modification; fencing; barriers; repellents; scare techniques such as, scarecrows, flags, reflective tape; and harassment.
- All applications for transport, capture, hold, and euthanize Canada geese must be postmarked by **May 16**.
- Geese will only be captured during the summer flightless period (approx. **June 1-July 1**).
- A Cooperative Service Agreement (CSA) with USDA-APHIS-Wildlife Services is required. Additional fees will be associated with this service.
- Capture, transport, hold, and euthanize Canada geese of Canada Geese will only be allowed during the dates designated by the DNR. Each individual site must have a valid site permit.
- The applicant must bear all associated costs of the capture, transport, hold, and euthanize Canada geese and any subsequent removal operations.
- Sites are required to participate in Canada goose nest and egg destruction prior to receiving a permit to capture, transport, hold, and euthanize Canada geese.
- A completion report must be submitted for your site by August 1 to remain eligible for future permits.
- Applicant is responsible to notify all lake front landowners or sites with multiple property owners of Canada goose program activities and that any geese captured will be killed.

*Note: Capture, transport, hold, and euthanize Canada geese permit, does not allow for the handling and transporting of live birds. Handling and transporting of live geese may be done by USDA-APHIS-Wildlife Services

Fee structure for Capture, Transport, Hold, and Euthanize:

- Single Family Residence: $100.00 Non-Refundable (i.e., a residence that owns a lake or pond in entirety)
- All Others: $200.00 Non-Refundable (includes all lake associations, businesses, apartments, condos, parks, golf courses, etc.)

Additional Nest/Egg Destruction and Capture/Transport/Hold/Euthanize **Requirements:**

Permits may be issued only to those that meet one or more of the following definitions:

1. **LAKE, LAKE ASSOCIATION, OR SITE WITH MULTIPLE PROPERTY OWNERS, SURROUNDING THE LAKE/SITE:**

   This will require <u>one</u> of the following to be submitted with your application:

   a. **Resolution**: A resolution approved in writing by a local government official (township, city etc.), which represents the property owners on the subject lake, body of water and/or site, approving Nest/Egg Destruction, Capture/Transport/Hold/Euthanize, or both for their site. A copy of resolution must be sent with application. Contact your local township/city clerk to request a resolution. Resolutions are usually valid for one year but can be valid for up to 5 years. Resolutions for Capture/Transport/Hold/Euthanize must clearly state that geese will be killed.

   b. **Petition**: Approval consisting of signatures of at least 70% of the lakeshore property owners, which clearly states what Canada goose control activity is being requested. For Capture/Transport/Hold/Euthanize, those signing must understand that geese will be killed. Petition forms are available from the Michigan DNR. The petition will be valid for a 5-year period, though the applicant must apply annually for the program. A copy of signed petition must be on file with the DNR.

2. **COMMERCIAL/BUSINESS:** Applicant is an institution, corporation, or other single entity which owns/controls all lands surrounding or containing the subject lake/body of water/site. This can include golf courses, apartments/condos, parks, and recreation areas. This requires only a signature from the owner/land manager of the site.

3. **SINGLE FAMILY RESIDENCE:** Applicant is an individual with sole ownership and control of the subject lake/body of water/site, with no public access.

APPLICATION PROCESS FOR WILDLIFE DAMAGE AND NUISANCE CANADA GOOSE PROGRAMS

New Permits

All applicants should read and understand the following steps involved in the application and permitting process.

1) Read this Information Circular (IC 2088) and the application/permit forms entirely. If you have questions, contact USDA-APHIS WS at 517-318-3471 or mi.goose.permits@usda.gov. Contractors should contact DNR Wildlife Division Permit Specialist at 517-284-6210 or DNR-PermitSpecialist@michigan.gov.
2) Complete the application form. Be sure to completely fill out the application, enclose the correct fee (if applicable), sign and date the form, and provide any additional documentation that may be required.
3) Submit your application and required attachments to: USDA-APHIS-WS, 2803 Jolly Rd., Suite 100, Okemos, MI 48864 or mi.goose.permits@usda.gov . Contractors should submit applications to DNR Wildlife Division Permit Specialist, PO Box 30444, Lansing, MI 48933.
4) Permits may not be mailed out until just before the start of egg and nest destruction. Please plan accordingly. If you hire a contractor for egg and nest destruction, it is your responsibility to provide them with a copy of your permit. They must have a copy of your permit prior to starting any collection or handling activities.

5) Capture/Transport/Hold/Euthanize of live geese will be done by USDA-APHIS-Wildlife Services. A copy of the approved site Capture/Transport/Hold/Euthanize permit must be given to USDA-APHIS Wildlife Service. A Cooperative Service Agreement with USDA-APHIS-Wildlife Services **will be required.**

6) You will be required to maintain records throughout the duration of your permit and to report permit activities, per *Record Keeping Requirements*.

Training

Training is required for all those participating in the Egg and Nest Destruction Program and in order to be a licensed contractor within the State of Michigan. Below lists all those required to take training:

- Egg and nest destruction training is required for all sites new to the Egg and Nest Destruction Program.
- Egg and nest destruction training is required for all new contractors.
- Egg and nest destruction training is required for sites that have already been accepted to the program and have new people to train.

Criteria for Multiple Sites

For applicants that have multiple sites, sites must be located within one mile of each other in order to be included on the same application and permit. Information on Canada goose brood movements indicate that about 80% of broods will move one mile or less between nesting sites and brood-rearing areas.

In general, multiple lakes cannot apply for nest destruction or capture/transport/hold/euthanize permits under one application. Lakes that are identified and named as separate and individual water bodies (e.g., on plat maps, USGS topo maps, etc.) must apply as individual sites in an application regardless if they are connected by channels. Likewise, lakes that have separate lake associations must apply individually.

Applicants that do not comply with the above criteria will risk ineligibility of program participation the following year.

Lake Association/Condos

Lake Associations must follow the Nest/Egg Destruction and Capture/Transport/Hold/Euthanize Requirements above. If there are lakefront landowners that do not belong to the lake association or there are multiple lake associations, all parties must be adequately notified of Canada goose control activities prior to the control activity. This includes Condominiums with multiple owners. **All members must be notified of the program prior to conducting Canada goose control on the property.**

Legal Status

Canada geese are an important natural resource and are federally protected by the Migratory Bird Treaty Act. They can be legally hunted during the hunting seasons with the proper licenses. The permitted harassment techniques and repellants described in this circular are legal methods. Throwing firecrackers or chasing geese with any motorized device (on land or water) are *NOT* authorized scare methods. Killing geese outside of the established hunting season and disturbing nests with goose eggs present can be done only under special permit, which can be applied for only when other techniques have been unsuccessful.

Liabilities

Through the wildlife damage and nuisance control permit system, the DNR provides a mechanism with which landowners can address wildlife damage problems. However, the DNR is not liable for

any action, or lack of action, taken by the permittee or the landowner, nor is the DNR liable for any damages or injuries caused or suffered by either party. Any control measure undertaken by a nuisance animal control operator is considered a contractual matter between the permittee and the complainant.

Record Keeping Requirements

Each permittee must keep records of their egg /nest destruction and capture/transport/hold/euthanize activities. Such records shall be reported on the DNR report form (form numbers PR2088-1 and PR2086-1) and sent to USDA-APHIS-WS by **May 9** for egg /nest destruction and **August 1** for capture/transport/hold/euthanize. Submission of the report is a condition for eligibility for future permits. Permittees shall allow, at any reasonable time, a DNR official to examine and inspect such records and animals in their possession.

Complaints

All complaints regarding violations in relation to the nuisance Canada goose program should be forwarded to the Law Enforcement Division, PO Box 30031, Lansing, MI 48909. If immediate action is required, call the nearest DNR Office, Conservation Officer, or the toll-free RAP Hotline 1-800-292-7800. The RAP Hotline number is exclusively for reporting violations and is not a general information number.

PERMIT SUSPENSION/REVOCATION PROCEDURES

Statutory law, quoted in WCO Section 5.55, provides the legal basis for permit suspension or revocation. Permittees should be aware that any conviction for a violation of the Natural Resources and Environmental Protection Act or Wildlife Conservation Order, including a violation of a condition of the permit, shall result in the revocation of the permit upon action by the Department of Natural Resources. Permit suspensions or revocations are conducted by an Administrative Hearing Officer under the procedures of the Administrative Procedures Act. Persons under a hunting, trapping, or fur dealer license revocation are ineligible to obtain a commercial nuisance animal control permit for the period of their revocation.

Highly Pathogenic Avian Influenza (HPAI)

HPAI is a virus which may be carried by migrating waterfowl and can infect waterfowl and domestic poultry, such as chickens, turkeys, quail, ducks and geese, wild and domestic mammals, and humans. HPAI viruses are extremely contagious and can cause high death loss in flocks. It is important that permit holders understand that the Canada Goose Program can be cancelled at any time if HPAI is detected in Michigan and determined to be a high risk to wildlife, domestic animals, and humans. All permittees will be notified should the program be cancelled.

Permit Conditions

The applicant/permittee's signature on the permit application certifies that the applicant/permittee:

1) Has read and understands this Information Circular (IC2088) and the application/permit form and agrees to abide by all requirements therein.
2) Understands that questions regarding the rules and regulations governing this permit should be directed to the USDA-APHIS-WS at 517-318-3471 or DNR Wildlife Division Permit Specialist, PO Box 30444, Lansing, MI 48909-7944, 517-284-6210.
3) Understands that making a false statement on the application/permit form, resolution/petition; or failure to comply with the provisions of this permit, is a violation of state law and may result in the revocation of this permit, denial of future permits, and criminal penalties.

4) Understands that this permit does not provide any authorization to circumvent any federal, state, local laws, or any other local zoning and ordinances, and that it is the applicant/permittee's responsibility to know and comply with federal, state, and local laws.
5) Understands that any conviction for a violation of the Natural Resources and Environmental Protection Act or Wildlife Conservation Order, including a violation of a condition of this permit, shall result in the revocation of the permit upon action by the DNR.
6) Understands that this permit expires on **May 8** for nest destruction and that the activity report must be turned in by its deadline: **May 9.**
7) Understands that Capture/Transport/Hold/Euthanize applications are due by **May 16** and that the activity report must be turned by its deadline: **August 1**.
8) Understands that the permit for Canada goose nest/egg destruction is held by one trained primary permit holder. Additional people may participate under direct supervision of the permittee without the needing a separate permit for each person.
9) Understands that this permit authorizes permitted activities in the state of Michigan, but not outside of the state of Michigan.
10) Understands that all permitted activities shall be for legitimate Canada goose related nuisances.
11) Understands that this permit allows wildlife damage and nuisance control activities only on the animals listed within WCO Section 5.51a.
12) Understands that animals captured under the authority of this permit will be euthanized.
13) Understands that animals, or parts thereof, held under the authority of this permit shall not be sold.
14) Understands the difference between Damage and Nuisance Animal Control Permit, Nuisance/Damage Application and Permit for Canada Goose Contractors, Canada Goose Nest/Egg Destruction Permit and Canada Goose Capture/Transport/Hold/Euthanize Permit.
15) Hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to permittee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of permittee, its officers, employees or agents, in reference to the activities authorized by this permit.
16) Hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this permit; (2) the activities authorized by this permit; and (3) the use or occupancy of the premises which are the subject of this permit by the permittee, its employees, contractors, or its authorized representatives.

WILDLIFE DAMAGE CONTROL RULES AND REGULATIONS

By authority conferred on the Natural Resources Commission and the Director of the Department of Natural Resources by sections 40107 and 40113a of 1994 PA 451, MCL 324.40107 and 324.40113a, it is ordered that effective October 10, 2024, the following section(s) of the Wildlife Conservation Order shall read as follows:

5.51a Damage and nuisance animal control permit, Canada goose site permit issuance; definitions.

(1) For the purposes of sections 5.51a and 5.51b of this order, the terms in this section shall have the meaning ascribed to them in this section.

(a) "Permit" means a site permit for Canada geese issued under the authority of the department's federal special Canada goose permit.

(b) "Permittee" means a person who has applied for and been issued a site permit by the department. History: Am. 1, 2010, Eff. Jan 7, 2010.

5.51b Damage and nuisance animal control permit; Canada goose, eggs, nests, site permit, requirement, issuance, reporting.

(1) To transport, capture, hold, and euthanize Canada geese, destroy Canada goose eggs and nests under the authority granted to the state of Michigan by the federal special Canada goose permit a permittee must:

(a) Successfully complete a department sponsored training to handle and/or destroy Canada goose eggs and nests.

(b) Provide the department with one of the following:

(i) A petition requesting transport, capture, hold, nest/egg destruction, and euthanasia of geese. This must be signed by a minimum of 70 percent of the riparian lake front landowners on the involved water body.

(ii) A signed resolution for transport, capture, hold, nest/egg destruction, and euthanasia of geese from a governmental agency representative of the riparian lake front landowners.

(iii) Proof of sole ownership of the site.

(c) Ensure all program related requirements are met.

(d) Make application for and be issued a Canada goose site permit on a form provided by the department at the fees noted in section 5.110 (3).

(e) Submit an annual report as required by section 5.54 of this order.

(2) An annual Canada goose site permit shall be valid for the period from March 11 through August 31 per federal regulation 50 CFR 21.120. Failure of the permittee to comply with the permit provisions will make the permittee ineligible to receive a Canada goose control permit for a period of one year.

(3) The department shall not be liable for any damage suffered by a complainant as a result of the performance of the permittee operating under the authority of a permit.

(4) Permits shall be issued only to bona fide landowners or lessees and shall not be transferable.

History: Am. Eff. Oct. 10, 2024.

5.52b Nuisance animal control businesses, public nuisance animal control agencies and non-profit nuisance animal control organizations; Canada goose permit, requirements, issuance, reporting.

(1) To capture, hold, and euthanize aggressive Canada geese, destroy Canada goose eggs and nests under the authority granted to the state of Michigan by the federal special Canada goose permit, a permittee must:

(a) Possess written certification of the successful completion of a department sponsored training to handle and/or destroy Canada goose eggs and nests.

(b) Make application for and be issued a Canada goose permit by the wildlife permit specialist on a form provided by the department at the fee noted in section 5.110 (4).

(c) Submit an annual report as required by section 5.54 of this order.

(2) An annual Canada goose permit shall be valid for the period from March 11 through August 31 per federal regulation 50 CFR 21.120. Failure of the permittee to comply with the permit provisions will make the permittee ineligible to receive Canada goose control permits for a period of one year.

(3) The department shall not be liable for any damage suffered by a complainant as a result of the performance of the permittee operating under the authority of a permit.

(4) An annual Canada goose permit shall be valid for the period from March 11 through August 31 per federal regulation 50 CFR 21.120. Failure of the permittee to comply with the permit provisions will make the permittee ineligible to receive Canada goose control permits for a period of one year.

History: Am. 1, 2010, Eff. Jan 7, 2010; Am. 2, 2022; Eff. Mar. 11, 2022; Am. 9, 2024, Eff. Oct. 10, 2024.

5.110 Special permits; fees; disposition.

Sec. 5.110 The following fees are established for permits issued by the director:

(1) A fee of $100 shall be collected for each taxidermy permit issued. Taxidermy specimen identification tags shall be $10 per fifty.

(2) A fee equivalent to the fee charged for a resident antlerless deer hunting license shall be collected for each managed deer hunting permit.

(3) An annual fee of $200 shall be collected for a site permit to participate in the capture and holding of Canada geese, as specified in section 5.51b of this order, except as follows:

(a) An annual fee for a single family residence shall be $100.

(4) An annual fee of $100 shall be collected from a nuisance animal control business, public nuisance animal control agency, or non-profit nuisance animal control organization to participate in the following, as specified in section 5.52b of this order:

(a) Capture, holding or euthanasia of aggressive Canada geese.

(b) Destruction of Canada goose nests and eggs.

(5) A fee of $100.00 shall be collected for each falconry permit issued as described in section 10.3(7) of this order.

(6) A fee of $10 shall be collected for each deer management assistance permit purchased by a permittee.

(7) All moneys received from the sale of permits and licenses as provided in this section shall be turned over to the state treasurer and credited to the game and fish protection fund.

(8) No fee shall be collected for any of the following permits:

(a) Highway killed deer/bear permit.

(b) Deer damage shooting permit.

(c) Damage and nuisance animal control permit, except as noted in section 5.110(3) and section 5.110(4) of this order, including disease control and disease control replacement permits.

(d) Rehabilitation permit.

(e) Permit to take game with a crossbow.

(f) Permit to hunt from a standing vehicle.

(g) Permit to hunt using a laser sighting device.

(9) A fee of $200 shall be collected for a common merganser site permit as specified in section 5.51c of this order, except as follows:

(a) A fee for a single-family residence shall be $100.

(10) An annual fee of $500 shall be collected from a nuisance animal control business, public nuisance animal control agency, or non-profit nuisance animal control organization to participate in the following, as specified in section 5.52d of this order, except as follows:

(a) An annual fee for the capture and transport only of common merganser shall be $300.

(b) An annual fee for the egg and nest destruction of common merganser shall be $200.

(c) An annual fee for the harassment of common merganser with lethal reinforcement shall be $200. History:, Eff. Oct. 10, 2024

CONTACTS

Nest/Egg Destruction and Capture/Transport/Hold/Euthanize Application Questions

Contact: USDA-APHIS-WS, 2803 Jolly Rd, Suite 100, Okemos, MI 48864, 517-318-3471 or MI.Goose.Permits@usda.gov.

Permit Regulations and Contractor Permit Questions

Contact: Wildlife Permit Specialist, DNR, Wildlife Division, PO Box 30444, Lansing, MI 48909-7944, 517-284-6210 or DNR-PermitSpecialist@michigan.gov.

Site Specific Questions and Aggressive Geese

Contact your local Wildlife Field Office Biologist.

Biological Questions

Contact: Waterfowl and Wetland Specialist, DNR, Wildlife Division, Lansing Customer Service Center 4166 Legacy Parkway, Lansing, MI 48911 or the DNR website at Customer Service Centers.

DISTRICT LAW ENFORCEMENT OFFICES

Applicants may contact a Michigan DNR District Law Enforcement Office at one of the locations listed below:

DNR District 1 Law Enforcement Office, 1990 US-41 S, Marquette, MI 49855, 906-228-6561. **Counties:** Keweenaw, Houghton, Ontonagon, Gogebic, Baraga, Iron, Dickinson, Menominee, Marquette.

DNR District 2 Law Enforcement Office, RR4, PO Box 796, 5100 State HWY M-123, Newberry, MI 49868, 906-293-5131. **Counties:** Alger, Delta, Schoolcraft, Luce, Chippewa, Mackinac.

DNR District 3 Law Enforcement Office, PO Box 667 1732 W M-32, Gaylord, MI 49735, 989-732-3541. **Counties**: Antrim, Charlevoix, Cheboygan, Emmet, Otsego, Alpena, Montmorency, Presque Isle.

DNR District 4 Law Enforcement Office, 8015 Mackinaw Trail, Cadillac, MI 49601, 231-775-9727. **Counties:** Benzie, Leelanau, Grand Traverse, Manistee, Wexford, Mason, Lake, Osceola, Oceana, Newaygo, Mecosta.

DNR District 5 Law Enforcement Office, PO Box 128, 8717 N Roscommon Rd, Roscommon, MI 48653, 989-275-5151. **Counties**: Kalkaska, Missaukee Crawford, Oscoda, Alcona, Roscommon, Ogemaw, Iosco, Clare, Gladwin, Arenac.

DNR District 6 Law Enforcement Office, 503 N Euclid Ave, Suite 1, Bay City, MI 48706, 989-684-9141. Counties: Montcalm, Saginaw, Huron, Sanilac, Tuscola, Isabella, Midland, Bay, Gratiot.

DNR District 7 Law Enforcement Office, 621 N 10th St. Plainwell, MI 49080, 269-685-6851. **Counties:** Muskegon, Ottawa, Kent, Ionia, Allegan, Barry, Van Buren, Kalamazoo, Berrien, Cass, St. Joseph.

DNR District 8 Law Enforcement Office, 4166 Legacy Parkway, Lansing, MI 48911, 517-284-4720.
Counties: Clinton, Shiawassee, Eaton, Ingham, Jackson, Hillsdale, Branch, Calhoun.

DNR District 9 Law Enforcement Office, 1801 Atwater St. Detroit, MI 48207, 313-396-6890.
Counties: Livingston, Washtenaw, Lenawee, St. Clair, Oakland, Macomb, Wayne, Monroe, Lapeer, Genesee.

WILDLIFE OPERATION SERVICE CENTERS

Applicants may contact a Michigan DNR Customer Service Centers Below:

Upper Peninsula

Baraga Operation Service Center, 427 US-41 N, Baraga, MI 49908, 906-353-6651.

Marquette Operation Service Center, 1990 US-41 S, Marquette, MI 49855, 906-228-6561.

Newberry Operation Service Center, 5100 M-123, Newberry, MI 49868, 906-293-5131.

Northern Lower Peninsula

Gaylord Operation Service Center, 1732 W. M-32, Gaylord, MI 49735, 989-732-3541.

Cadillac Operation Service Center, 8015 Mackinaw Trail, Cadillac, MI 49601, 231-775-9727.

Roscommon Operation Service Center, I-75 & M-18 S, 8717 N Roscommon Rd., Roscommon, MI 48653, 989-275-5151.

Southern Lower Peninsula

Bay City Operation Service Center, 3580 State Park Dr. Bay City, MI 48706, 989-684-9141.

Plainwell Operation Service Center, 621 N. 10th St., Plainwell, MI 49080, 269-685-6851.

Detroit Metro Operation Service Center, 1801 Atwater St. Detroit, MI 48201, 313-396-6890.

Lansing Customer Service Center, 4166 Legacy Parkway, Lansing, MI 48911, 517-284-4720.

SPECIAL MEETING OF THE COUNCIL OF THE CITY OF NOVI
TUESDAY, JANUARY 21, 2025, AT 6:00 P.M.

Mayor Fischer called the meeting to order at 6:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Fischer, Mayor Pro Tem Casey, Council Members Gurumurthy, Heintz, Smith, Staudt, Thomas

ALSO PRESENT: Victor Cardenas, City Manager
Danielle Mahoney, Assistant City Manager
Carl Johnson, Finance Director

APPROVAL OF AGENDA:

CM 25-01-06 **Moved by Casey, seconded by Thomas; MOTION CARRIED: 7-0**

To approve the agenda as presented.

Roll call vote on CM 25-01-06 **Yeas: Casey, Gurumurthy, Heintz, Smith, Staudt, Thomas, Fischer**
Nays: None

PURPOSE OF SPECIAL MEETING: City Council Workshop Session

1. Brief Opening Remarks

City Manager Cardenas stated the reason for this meeting is they have a lot of questions that are coming before the community, and this opportunity is going to help them to get some direction so they can set the state for whatever they want to make a priority. Novi schools have a renewal question that's coming up to voters November 2025 and then there's the CIP millage and the last capture of the Library Debt in 2026. It's very pertinent right now to get some direction on some of these major initiatives before moving forward.

Mayor Pro Tem Casey wanted to thank staff for pulling the information together to help them make these decisions and for being here this evening. This is an in-depth set of conversations they're going to have, and she would like to thank her colleagues as well. They don't typically do these types of workshops and appreciate everyone diving in and getting engaged in the process. Part of the reason they're having this conversation is the first step in their long-range strategic planning and to make decisions & put some direction out to staff on some of these issues before they start getting into the rest of the plan. She's excited about this conversation because that's how the project is starting. They started to call all these major capital initiatives because that's what they are but there are some key components they need to work on to help continue to make Novi a great place to live and make the lives of the residents and businesses better going forward. There are also items they need to prioritize since they can't do everything at once. There's going to be costs to some of the things they're talking about that need to be planned out and in the end, the decisions they're making are when to put many of these issues in front of the voters because they are the ones who'll be the end deciders.

Member Smith added his thanks to the staff for preparing everything and to his colleagues for taking this seriously and showing up. He's looking forward to the decision. He was thinking about the meeting and thinks this will be a memorable one for no other reason than 10 years from now

to be driving around Novi and seeing the results of what is started here, which is exciting. Some general comments on funding all come down to how they pay for this and when it's put in front of the voters. The big signature projects, like Public Safety or a community center, he likes the idea of a dedicated millage for a bond. It makes them do the homework of informing the community of what exactly they plan to do and then the community can tell them what they think of that plan. In general, he wouldn't support putting it on an odd year primary election, which has a low turnout, and would prefer a November election if possible. He did a bit of analysis and thinks it's safe to assume that if they put in on the ballot, they would like it to pass. In the 22 issues since 1987, 11 passed and 11 failed. Things that come up in even year elections, they were 11 for seven or 64%. Odd year elections they were four for 11 or 36%. He thinks there's a better chance of passing it plus, for an even year election, they're getting a better turnout and bigger sampling of the community. He'd love if every election were an 80% or higher turnout but he doesn't think that's going to happen. He would like to get it in front of voters when it has higher turnout.

Member Gurumurthy thanked the City team members and every single person for giving them enough time with all the different packages that they put out. Also, being that she's new, she was able to connect with Carl and different members to educate herself and get up to speed. She's glad to be part of this discussion because this is not only for the current residents but future generations to come. She looks forward to the discussions and being able to make an impact. In terms of funding, coming from the community she can see there is a higher chance of getting moved forward if there is clarity on what's being asked for. She is going to be very concerned or more concerned about the timing because she wants to make sure that there is enough time to communicate and make people aware of it.

Member Heintz thanked the City staff and Council members that has done so much work, and he's excited to be here tonight. As Member Smith pointed out, there's going to be big changes that'll come from all this in the short time that he's been on Council has seen a lot of changes within the City. It's not going to be easy and he's sure that everyone's going to have their own ranking of priorities but if they all have the same common ground, if they're all interested in continuing to make Novi an amazing spot to be for everyone, one of the things that he'll be pitching is prioritizing not just one piece but see how they could package things together to try to not leave any of the other pieces behind and try to see how they could move forward with all the different agenda items however best we can knowing that whatever we put in front of the residents on a ballot could impact how anyone might respond to any other ballot initiatives later on. He's reminded of something his wife shared with him that she recently read by Colin Powell with his 40/70 rule; a leader should have at least 40% of the information required to make a decision but no more than 70% of the information because after that, you're just having more than you need. He thinks that helps here knowing that they have some knowledge and information about the different pieces on the agenda items, some of which might be sufficient to move forward with some of those pieces. He'll be excited to see the outcome of this evening and how they can move forward by making great decisions and continuing to make wonderful improvements with Novi.

Member Thomas started off by saying how much she appreciates the fact that they're doing this. They're going through some of these very large projects, some transformative, that could make a big difference in the community. Some of these things could make a big difference in the way they spend their time together and how they collaborate and connect as a community. She appreciates the fact that they're here doing this special session. All of these items are important, and she wishes they could do them all now, but they can't so that's why they are here, to prioritize. She wants to reiterate what Member Smith mentioned about elections and election timing. She would like more information on why they choose the elections in the way that they do. When they do get

to the point where they think they have a project ready enough to get a ballot measure to move forward, she wants to make sure that they're paying attention to if they all think that this is a good thing and that they need it for the community and that they are making sure that they're selling it to the community. So, as they go through these, she wants to make sure that they have a way to make sure that the community is informed of and do their best to make sure everyone knows why they're moving forward on these projects, so they understand the importance and the value. The other thing she wants to make sure they pay attention to is the cost. It's very important that they provide things that are going to enhance the lives of the citizens, the community or that are necessary for the safety of our community. Again, she wants to make sure they are doing their best to be fiscally responsible and that they pay attention to what those mills mean for the pocketbooks of the residents.

Member Staudt stated that he's been here for a long time. He's run six times and every time his number one priority was Public Safety. There used to be Council members who used to talk about wants and needs like a community recreation sports center but it's a want. Community park growth is a want. Beck Road expansion is a want. Public facilities are a need. We're talking about the most important thing we do as a government is to keep our citizens safe. To have the most efficient and effective way of keeping safety and saving lives, we need to have better facilities. Our buildings are substandard, yet we have some of the most elite and excellent Public Safety officers in Michigan. We continue to grow as a community. We have a building that was built almost 50 years ago that just doesn't have the capacity to deal with the current needs. Having been somebody who has made fiscal responsibility his number one priority behind Public Safety, the only one bond I've ever supported, as an elected official, was Signature Park and that failed badly. He doesn't forget about that easily. The capital improvement millage has been a huge benefit to the community. It has allowed them to build a world class DPW department, a building at Lakeshore Park and other things. He doesn't know how they would be surviving right now without that millage. When the time is appropriate, he's going to suggest that the capital improvement millage be extended one mill in perpetuity. He was the one who proposed it a long time ago as a 10-year millage. Some of these products, like the community recreation center and the ITC Community Sports Park, are things we can do under that capital improvement millage in the future. They're not anything we need now. We do need to deal with the Public Safety facilities. If they kick the can down the road, they're going to be looking back at this opportunity and saying they failed. One quick thing he wants to make note of, in elections in the past have been driven by people requesting ballots. A huge percentage of voters now are going to get a ballot regardless of whether they ask for it or not. He doesn't know what the number is now but the days of being concerned about the voters not knowing there is an election are over. They may not pay attention to those ballots coming but they certainly are going to get them, and most people will read them, and we'll see a significant turnout whenever we run an election based on absentee ballots. It thinks it's critically important that they do something soon rather than later. This isn't going to get easier as entities as for money. It's going to be harder to get those funds for our specific community projects. He will be supportive of going out in August. He runs a lot of elections, and they have plenty of time to educate voters and the voters will have time to make a decision; is it money or their lives and safety.

Mayor Fischer thanked the staff for all the effort that has gone into this. He looks at this as an extension of all the hard work that went into their goal setting a year ago. That's when these items percolated to a point where Mr. Cardenas and his staff said they were running in many directions, and that Council had not given them any direction on those. It's been a year since they had that session where they were able to speak with each one of the directors. They had the last year to continue those dialogues. Here they are one year later, and he said at the last meeting he

expected everyone to come to this meeting well versed, well studied and well-read up and ready to opine on things they're ready to move forward with, things they may be willing to delay or call medium to longer term initiatives and things they may be willing to kill. That is what they get elected to do. Member Heintz made a great point that the data is never going to be perfect for them to make decisions for two reasons. One, the way the City's set up, they are the ones elected to make a lot of decisions and even if not, they are the ones who are requested to send it back to the voters to make some of the major decisions. They'll never actually have the perfect feeling from voters until we actually go to them. He encourages everybody to take the data that staff put together and he thinks they've done a lot of work researching and talking to Mr. Cardenas. There are a lot of questions that came up and he looks forward to the discussion. When he thinks of the individual major initiatives they need to cover, the thing he thinks about is that each of these over his 15 years of being involved in and not involved in is they've come up at different times, different stages of their life cycle. Some have been studied and killed in the past. Some are brand new, or we were going to go in a different direction such as ITC when they had the opportunity to double the size of it and now, they have a lot of land and no money to do things with. He will keep that in mind as they continue to talk about timing and prioritization and where they are in the decision-making process. That's important to keep in mind.

2. Public Safety Facilities

Todd Fenton, Vice President of Plante Moran Realpoint, stated that they were hired in October 2024 to review where the City's planning efforts have been in relationship to the Public Safety facilities projects. They reviewed the last commission report, the Redstone Architects report that the Public Safety Committee had hired and retained for them to do and a lot of information that City Manager Cardenas sent related to space needs analysis for all the Public Safety buildings. The facilities that are being reviewed now are the Police Station and Fire Stations one, two and three. They are not looking at Fire Station four at this point. What stood out to him was some of the history of Novi in 1980, roughly when all of these facilities were built. The population was 22,500. Today or in 2020, it increased nearly 194% to 66,250. Moving forward into 2050, it'll be 74,000. It's a tremendous amount of growth but it emphasizes these facilities were built for a city the looked different in 1980 then, in 2020 and looking forward to 2050, what the requirements might be for a Public Safety Facility. They are going to focus on space, needs, actual sites, and then they'll go into budget. Regarding space programming, Redstone Architects aggregated a lot of information that they've been reviewing and made a recommendation on a new building and that building is the Police Station co-located with Fire Station 1. The Police Station would increase 38,000 square feet to 53,760. Fire Station 1 would increase from about 10,000 square feet to 18,940. Both facilities would be combined and located on one seven-and-a-half-acre parcel. They are going to talk about sites and that some sites are not large enough for the buildings that they're proposing be placed upon them. The head count of the Police Station was 45 in 1980 and today it's 98. That includes administrative as well as sworn officers. Evaluating these Redstone reports in the space analysis, they concluded that the current Police Station's approximately 33% smaller than what would be needed to serve a city of this size today. Fire Station 1 is approximately 50% smaller. The Council is going to see large percentage discrepancies with the Fire Stations as opposed to police because they're talking about adding apparatus space which are very large additions to these buildings. They did note that the evidence room of the Police Station is significantly undersized for a city of this size. Fire Station 1 lacks separate female locker shower rooms and its bunk rooms undersized and looking at co-locating both facilities, they agree with Redstone that almost 5,000 square feet can be saved than if they were two separate buildings. With regard to Fire Stations 2 and 3, they believe that Fire Station 2 is approximately 65% smaller and 3 is approximately 75% smaller than what is needed to serve the City. Both only contain two

apparatus bays. Expansion would've been required here. Both stations do not have separation from shower room from clean areas. That means when fire fighters are responding to an accident, they're going through the building and clean areas to get to those facilities. Operationally, that is not something you want to see in a Fire Department. For those reasons, they agree that the increase in each facility size is reasonable. Looking at the site themselves, Fire Station 1 and Police Station 1, the site they've been giving is on Lee Begole Drive north of Eleven Mile Road. That's seven and half acres, more than enough size for a Police Station and a Fire Station. Parking and a maintenance garage would be built on site as well. Runtime analysis, looking at these sites shows that approximately 93% of existing calls and 89% responses to future calls would be within five minutes of the Public Safety Building, current Fire Station 2 and Fire Station 3. The current Fire Station 1 site is one acre and that's too small for a 14,000 square foot facility of which you would need two acres or more. Fire Station 3 site is 1.2 acres. You're going to need another site for Fire Station 3, which the City has identified at Venture Drive north of Nine Mile Road. They do not have a solution for Fire Station 2, which is currently located on less than an acre. Site selection is going to be paramount to finding a site that would work for a 14,000 square foot facility. They have been told to move forward without the site selection on that one right now and just work through the capital program on how much that building would cost to construct. Without taking into consideration site acquisition costs, they did run a site selection analysis of what is available in Novi right now and there are no readily available sites that would fit the buildings that they've been talking about. He will make a note that they have not looked into the actual sites themselves. They have not done Geotech or soil borings. The way the weather currently is, that's not going to happen anytime soon but that's the due diligence that they want to do themselves. They conducted a facility assessment starting in November because they thought it was important to answer the questions; what is the current physical state of these buildings? Can they be renovated? Can they be repurposed? In doing their analysis it was clear that these buildings were built to last but not to be renovated. They're made up of a lot of concrete and steel brick walls throughout. The systems themselves are costly to maintain but kudos to the City that they have been maintaining them and in quite good condition. It's not so simple of bringing in new modern-day systems into buildings that literally cannot be repurposed from the inside. It makes more sense to knock the walls down and at that point, you're knocking the buildings down. Other notes they've made from their facility analysis, the mechanical room stairwell at the Police Station hinders dispatch expansion. All the Fire Stations lack the separation of shower rooms from the clean areas. There's water filtration causing moisture issues inside Fire Station 1. The apparatus bay epoxy floor surface is peeling in Fire Station 2. Fire Station 3 is suffering from storm drainage and flooding problems. At their early analysis, it'll be about $18 million to $22 million to bring the exterior portions of these buildings and what you can do interior knowing that you can only do so much with walls that won't move to essentially renovate. That's putting a Band-Aid on the problem. It's not getting the Police Chief or Fire Chief the operational flexibility that they're looking for, moving on into the future.

Brian Weber, Senior Vice President of Plante Moran Realpoint, spoke about the walk through of all the facilities with Chief Martin. As mentioned before, they are well maintained but inherently with buildings of this age, there is cracking, leaking and the systems that aren't meant to last a lifetime are showing the wear and tear that is expected. Some of the work done in previous decades has insulation issues and an abatement that would be required. The older type of construction, as mentioned, you're confined within these building footprints, and they are aging. It's not efficient to spend money.

Todd Fenton then addressed photos taken of the facilities showing the issues that he and Mr. Weber have spoken about. Again, just to bring it up to where it was built, $18 to $20 million and

that does not give the operational flexibility that's desired not only to bring it into 2024 compliance but 2050 as well. So, where they have a discrepancy between the construction figures provided by Redstone and the analysis they've done, is that Redstone's estimated cost to construct was about $650 per square foot for the Public Safety building and $560 per square foot for Fire Stations 2 and 3. He was involved in the Royal Oak Police Station when he was part of the city management team. At that point that project was bid on before COVID. He came in during COVID and ultimately the project cost to construct was about $460 a square foot with the current escalation. That would be $706 a square foot or would've added $10 million to the cost of that building. West Bloomfield Fire Station 3 built in late 2019 was $469 cost to construct. Westland Fire Station 2 right now has escalated to $637 per square foot. They are estimating that a reasonable figure would be $750 to $900 per square foot. How you justify that range is for example, the Royal Oak Police Department wanted a heated garage for all of its vehicles. This was a significant cost to that project. Every building's a little bit different. You aim for somewhere in the middle. We think this is a reasonable range for the facilities that we have talked through with your Police and Fire Chiefs. Construction has been out of control for the last few years due to COVID, supply chain issues, lack of workforce, project backlogs and all the variables that they're hoping are starting to recede a bit. Right now, they are trying to do a reasonable test of establishing what they think is a ceiling that they would not exceed should this project move forward. The projections for the Public Safety program, which does not count land acquisition, road construction, significant underground work, utility relocation or capital safety investments, is $54.5 to $65.4 million for the Public Safety Building. The range for both Fire Stations 2 and 3, because they have the same square footage, is $11 to $13 million. Site development is about $10 to $20 million and that's when they've started to do their investigation of what is underground. It's contemplated that there would be significant road reconstruction around the area. They would expect a 36-to-42-month construction schedule. They would begin with procuring the designers, engineers on staff around the project team in September and October of this year. Eventually closeout and construction would occur in August or September 2028. They've already got this schedule that they built out mobilization and site prep in January 2027. That's not entirely feasible given winter conditions and frost laws so there may be a couple of months bump from that schedule. In terms of delineation of work between PMR and the City of Novi moving forward, assuming they get direction from the City Council to continue their due diligence on this project, their first order of business is trying to determine what's under that site, working with the City to identify a site for Fire Station 2, refining their conceptual program and cost estimating and finalizing their facility assessment, which they expect in April of this year. They can start developing promotional information to educate the public on the justification for these facilities. They're proposing language that will be sent to the City Clerk in May for an August ballot initiative. The campaign on "the what" and "the how" the City is financing, what the impact to the average household in the City would begin this spring and move through June and July. They would schedule community events, town halls and any bit of information they can to tell this story on why these facilities are needed. From the City's perspective, they hope that the City will work on the actual legalese of that ballot language and, after sending it through property channels, they expect if they move forward tonight that they'll see in March a more comprehensive update on where they are after they've refined the numbers that they've provided to Council tonight.

Mayor Fischer said he appreciated the update and that when they hired Plante Moran Realpoint, they anticipated needing regular updates and it just so happened that this interim one worked out given the conversation they're having tonight but understand that Plante Moran is still continuing under their contract with them, the due diligence process and then they will continue to get more information as some of that continues to get flushed out.

Member Staudt said that when they started thinking about this two years ago, they figured out very quickly that this was something that had to get done. There's been a lot of good information in the presentation this evening, but he wants to throw a few things out for people to think about. For example, they have a valuable relationship with county, state and federal agencies and they're located in spare space in the current facility and provide a tremendous resource to officers. More space is needed. The more space, the more resources they're likely to get and it's critical to have those available. They did start thinking about this way back which allowed them to acquire some properties. One of the properties presents an opportunity to have a campus near the DPW yard. It allows for another campus in the community to be built and that is important to the overall safety and strength of our services. If we had Police and Fire Department there, they would have access to walk to different parts. This provides a better work environment for the employees. He can't think of anything better than having a better environment for the police officers so whatever the numbers are, it's absolutely critical that they have an area that allows them to have their vehicles under some kind of cover whether it's a heated building or just covered areas. That's just a function of cost. It's a function of what the police chief wants but critically important, this gives them an opportunity to do thing infrastructure wise that had been pending for a long time. One is the build out of the road between Eleven Mile and Grand River which is basically directly across from the proposed facility which would provide them with a minute of quicker response time and that's a tremendous benefit. It also allows them to build out the ring road behind the property on Lee BeGole Drive and gives the police and fire the opportunity to leave there quickly, get to the interstate and do the duties they need to do to provide safety. Another valuable thinks would be having the police headquarters, the Public Safety headquarters, shared with the Fire Station which would allow them to build training facilities that could be shared amongst different groups. It would allow them to build an area that provides for workout facilities that again could be shared. Having Fire Station 1 and the police headquarters together provides so much opportunity for synergy. The City went to the capital improvement millage a number of years ago and that was a way to not get a big debt. They borrowed within which kept our costs down. This is the kind of project they can't do that with. This is the kind of project that they're going to have to go out to the voters, make a pitch and show them how critically important this is. Not only to their lives and to safety but also to their property values and the future of the community. We're at 67,000 and probably will end up at 80,000 at some future date. The facilities that are currently there never foresaw that we'd be at this number and it's time to step up as a community and as elected officials to provide the support that they all promise. They talk the talk about public safety and now it's time for them to put their necks out and support a major initiative. Whether the number is $90 million or $100 million, $150 million, what's the price for safety? Number one is that we're a safe community and this helps build onto that. He doesn't really have any questions and he's supportive moving forward as soon as possible. He'd like to see this on the ballot. He'll be out in the community making sure people understand why this is being done and asks his colleagues to think about what other priorities are important to them. The bottom line is this is it and they all need to be out there talking to everybody. They need to show up at events and homeowners association meetings. They need to convince the residents that this isn't for today, this is for the next 50 years and if this fails, it'll be years before they have another opportunity to do this. Technology has changed so much, and they are behind the curve, especially in the police department.

Member Smith said this is the top priority. This is what they need to be looking at. From what he's seen walking around the Police Station and from their visit to Kansas, they are in need of improvements. His original preference would've been to renovate the existing buildings, but this report was pretty stark about the possibility of that, which is zero. More space and acreage are needed. It also gives them a chance to take the Police Station out of this complex. This is kind of

a natural place to do any sort of community center because they've got the high school, the library, and the existing stuff at the Civic Center. In his view that would make a good case for moving the Police Station. Hopefully when they get into the details of design, it's more flexible so they're not stuck with concrete block walls that we can't move. He'll be watching for the environmental aspects of these buildings like LEED certification, energy use, run off control and things like that. He doesn't know if there's potential revenue for selling the land that the existing buildings are on. That depends on the market when that building is vacated but that would be something that would be interesting. As far as timing, he would support the November election because in August, if that's the only thing in the ballot with early voting, nine days of early voting, it's not an insignificant amount of work for the staff to handle that. The August election would end roughly under two months before early voting for September would or for the November election starts in September. We're already having the election for the City Council so he would prefer November.

Mayor Fischer asked the City Manager to remind them what is scheduled to be on the ballot and if the school district is moving forward with their initiative as well. Mr. Cardenas responded that yes, that they have been informed by the school district that they are going forth with a renewal of one of their bonds in November so in addition to the Council election, there will be a school bond initiative on the ballot as well. The Mayor asked if the school district has given any indication how they feel about them being on the ballot at the same time or if the school district was able to pull ahead to August. Mr. Cardenas replied that at this point the school district is not able to pull ahead and that the district has not given any opinion if they like sharing the ballot. A crowded ballot may be overwhelming for both parties, and he thinks the initial proposal from staff was to have it be a separate ballot from the schools.

Member Gurumurthy said that public safety is her top priority as well. She was recently talking to a new resident, and it was clear that one of the main reasons was safety. She echoes all of the speakers' comments here when she saw the 1980's population was 22,500 versus where it is now, it's important to give them the right infrastructure to continue to do the amazing job that they do so she is fully in support of moving forward. She did talk to Chief Zinser and Chief Martin about the whole timing with respect to the Public Safety building. They are the experts. And with respect to the location and everything, she is confident that it's going to work. In terms of Fire Station 2, she understands that the location is not set yet and she didn't see that in the cost but thinks Plante Moran Realpoint clearly indicated that it's only the building listing in the estimate with respect to 3. She toured all the buildings, including Fire Station 4, so it's clear that renovation is basically what they've stated here. They have to think about just not right now but the future. This is going to be with the technology and everything with the smart systems, the energy efficiency and many different things. She thinks it is the right time to move forward and build that infrastructure that they need and the City needs for the future. Funding wise she sees that having this as a separate item would be clear to the residents. She knows the community sees safety as a top priority so hopefully that will help in terms of voting. She looked at the cost and noticed that Plante Moran did not include some of the items she was looking for because when they talk about funding, it is important to see the holistic costs and asked is that something that'll come back to Council or how is that going to happen. Mr. Fenton replied that it's their intent to nail down some of those numbers. As they presented to the Finance and Administration Committee last month, the problem with a short timeline into an August ballot is some work that they would normally do in terms of bringing in an architect will not be ready by then. He said they are charged with trying to provide the most realistic range estimate for each building that they can. As some of the questions are answered, in terms of what is underground, are they looking at doing some underground parking, storage, these sorts of things and are there no environmental issues to any of these sites. They're trying to build that into that $10 to $20 million range of land development flexibility and

what Council might ask them to bring into this project. Road construction is the same as brick-and-mortar construction right now. It's not at the level that we are used to, so they are trying to give estimated numbers today as an update. They hope when they come back, if they come back in March and if Council directs, they'll be able to refine these numbers as they move forward. Member Gurumurthy stated that she's not concerned about the buildings because that's more experts and they know the details. It's the road construction that they are talking about, which is what's used for the calculation of the timing to see how much it adds up and then the estimation of the location or the land that they might go after for Fire Station 2. Those are the things that'll be good to see in order to look at it holistically. The second thing is the operating cost for the police and fire. She knows right now they have 1.8 mils, so she was just curious, when they move up to this new building, what is going to be the thought in terms of operation. Chief Zinser responded saying it's difficult to say what the increased operating cost would be. They would be going from old Police and Fire Departments to one new building with new technology, HVAC, lighting and all of those kinds of things. He suspects it might balance itself out for the most part. They're not getting into new buildings to add staffing however they could see an increase at some point over the years but that's difficult to project at the moment. Because they're talking about new technology in the buildings, more energy efficient, coming down from two buildings to one, he doesn't see a dramatic increase in those types of operating costs. Member Gurumurthy stated that in terms of the campaign, she wants to understand more about the details in the months to an August election. She wanted to hear about the Novi Public Library and how long they took, because it was successful. Mr. Fenton said he will not deny that it's an accelerated timeline, but they are comfortable they can pull together an informational campaign for the public. Based on the work that they have done, they'll be working with the City's communication team along with the Plante Moran Realpoint marketing teams to refine those materials as they move forward. Council has already seen a lot of the narrative and it's looking at a home built in 1980 with a furnace from 1980. The fact of the matter is systems equipment are dramatically different today than there were then. This is as much about operational efficiency as it is about officer and firemen retention, making sure that you're in the source of facilities that you're seeing, being built in the surrounding areas for cities of this size. Over the next couple of months, they'll be refining the narrative and the cost. At the end of the day, most households want to support Public Safety but want to know what the financial impact is if they vote yes for this. The range they provided today, for being on the job for three months, he thinks, is good as an update in a workshop but not adequate for when they get to the point of actually building information literature to educate the public about the necessity for these facilities. Member Gurumurthy said in regard to the August hearing versus November, there is a reason and if there are things that can go in parallel in creating the informational pack, Plante Moran Realpoint already has the information for that and would encourage more touch points with the Council to share and working with the City, she would encourage that because the sooner they can make sure they reach all the community member and explain it, that will be better. Mr. Fenton said there is still due diligence required on these sites themselves that needs to be done and then there will be requests made of the Council in terms of bringing some of that expertise on board so they can move as fast as possible. Greg VanKirk, Partner of Plante Moran Realpoint, stated that in regard to the informational campaign, he's been doing this for over 30 years and has done a lot of campaigns. He thinks the number one thing that they're most concerned about is August is doable so long as they get out and start notifying people today of the inadequacies of the buildings and structures today and what they will be in the future. They need to talk about "the why" not necessarily "the what". The why is what transpired. The perception is Novi is a safe, great community but he thinks a lot of people wouldn't know the status of the buildings. He's more concerned about making sure people understand that there is a need to replace them because they were built in 1980 with structural concrete and no technology. He thinks the informational campaign of what's being contemplated needs to begin

now because it usually takes three or four months of allowing residents to understand and educate themselves regarding the ballot and then when the ballot is specifically one or two items, it's much easier to focus on and understand what the what is.

Member Heintz stated that he appreciates all the information provided by Plante Moran Realpoint. He said it's clear that there's not simple updates, no Band-Aid that would be sufficient and new buildings are going to be needed for sure. There are other pieces that they're talking about tonight, including the community center which could potentially go where the current Public Safety building is located. He's question is, based on Plante Moran's expertise on the residents' perspective, if Council asks for something now and then a couple years later asks for another bond or millage or whatever the funding mechanism would be, for a community center, would the residents be less likely to support the second item compared to if they were to package both pieces together right now. Mr. VanKirk responded that his first reaction would be no. Every polling that he's seen, the number one rule of government, first and foremost, is safety. The more things added to the ballot, the more clouded it is and then people ask if this is a necessity. He thinks the community center would be viewed as a want where he would view the Public Safety as a need. He thinks the two issues should be bifurcated not to mention there's not been enough studying that could be done to get a community center, what it would look like & function like, in that shorter time period. He's not sure he'd package it but that' for Council to decide. Member Heintz wondered what the impact or likelihood of success would be, whether it's the community center or anything else, of getting something approved in the in the future or at some point would the residents say they're done and have nothing else to give. He understands the potential for muddying the waters if more than one thing is in there. He wanted to echo Member Smith's comments regarding environmentally friendly approaches with LEED certification or anything they could do to be as environmentally and sustainable as possible with any new buildings coming about. He also asked Mr. VanKirk, from his perspective, if it is better to have this on the August ballot versus the November and Mr. VanKirk replied; correct. Mr. Fenton also commented that it's dueling priorities, and you never want to be in a position where somebody feels compelled to pick one over the other and even just spacing them out from August to November doesn't enter into the equation for some people.

Break: 7:18 PM to 7:26 PM.

Member Thomas said that one thing she struggles with is that she understands the need for the facilities but that all the buildings are in such bad condition that they all need to be replaced at the same time. She understands that is the position they are in now. She has concerns about the future and wonders if the new buildings last 50 years, what will happen then. There won't be land available like today. The schools are often reusing the existing buildings and building additions and renovating existing buildings. She wants to know what the vision is when going forward and is there a plan for when these buildings reach the end of their life. She wants to make sure that they are preparing the Council 50 years from now so they will have solutions and won't find themselves in the same situation where all the buildings must be replaced at the same time. Mr. VanKirk stated that all the buildings must be maintained but that the buildings need to be replaced because of the structural concrete, it is hard to remodel them and there is a space need. The buildings need TLC, they're 40, 50 years old but TLC only give you a 1980's Police Station. Not a 2050 Police Station. He says what Member Thomas is asking is how do they build in flexibility. If the ballot is approved for a dollar range, then the architect comes on board, they can build a station that provides flexibility for expansion and the easy transfer of utilities. They will do everything in their power to make it as flexible and forgiving as possible, which he doesn't think was the case in the 1980's. It was never contemplated that law enforcement and fire protection

would be what it is today, nor would 20,000 residents turn into 80,000. As far as age, he thinks that the structural building itself would probably last 30, 40 years. Properly maintained steel, brick and mortar, properly maintained, can last a hundred years. They put a little TLC and another $22 million into the buildings and they'll last a little while longer, but the question is can you renovate them. The interior is structural concrete and how can you knock it down without tremendous cost. Before you know it, it's cost prohibitive. Member Thomas asked if there was something imagined for the existing buildings or would they need to come down. Mr. VanKirk said that at this juncture in time that's what they're hoping to expand more in the next two months. They'll continue to do due diligence and refinement of everything that Council's seeing tonight. Looking at the sites, looking at the existing facilities, looking at the new facilities and what the cost structure may be. He thinks it's a fair assumption that renovating them would be just as costly to renovate the old Police Station into a community center as it would be to renovate it into a new state-of-the-art Police Station. Member Thomas asked for a new building, how long it would be before things like a new roof, new windows and that type of thing would be expected. Mr. VanKirk stated that most major systems have a 20-to-25-year life and that also depends on the type of building materials used. Member Thomas stated that she has concerns about the location of Fire Station 1 as the road going north doesn't go anywhere and it seems like it's locked in where it is now. There is a proposal to add new roads which she thinks would alleviate those concerns, however that isn't part of the cost estimates they have today. Her question is, those runtime numbers for Station 1, is that as the roads exist today or assuming that the additional roads exist? Mr. Fenton responded that it's as it exists today, and they did put in a $10 million figure for road construction. That discussion came out of discussions with the City Manager and in the Finance and Administration meeting that they provided an update for December. They knew that to make that site work, there is going to be major repairs. They did the estimate based upon some road construction projects that they've seen bid out already and put around $10 million number on that. They won't know until they further refine that, but it was contemplated. They initially had it as $10 million but bumped it up to $20 million after the discussion about that. They don't know if that's coming into this project budget or if it may be coming out of a different budget. There's a lot of different aspects of elements that could be funded from a bond. They've talked about adding apparatus space and not purchasing fire trucks. City Manager Cardenas further elaborated that it depends on what report was in reference. The October 2023 report, Redstone didn't take into consideration the construction or addition of new roads, specifically the Eleven Mile continuation of Grand River. When the January report came out, the runtime analysis that they did internally through the GIS department did take into consideration construction of the roads. They do have those estimates, $10 to $11 million or a little bit more is what we have total cost from connecting Crescent to Lee BeGole all the way to Grand River and that's with a possible roundabout in the Eleven Mile and Lee BeGole intersection. They have the geotechs already created for that. They know what the soil borings are for that. That's already been planned so yes, they have those numbers but depending on what report Member Thomas is talking about, that runtime analysis will be taken into consideration. Member Thomas asked if it was known what the cost to remove the buildings that are vacated was and Mr. Fenton replied that it is generally $10 to $12 a square foot so it's half a million for the demolition of all those buildings as listed. Member Thomas asked whose budget did maintenance cost for those buildings come out of and City Manager Cardenas replied that existing maintenance is separated into each of the department's maintenance so this would be under Public Safety. Member Thomas said she had a question about the different ways that you can bond and does the type of bond affect the interest rate that they would be paying? Carl Johnson stated that they are only looking at two things. The first one is issuing debt to pay the debt services on the bonds. For example, say $100 million is what we want to go out and issue bonds to do all of this stuff. The two ways to fund that would be to go to the voters and ask them to approve a millage to pay the debt service on the $100 million worth of bonds that's backed by

the full faith and credit of the City. There are things called limited tax obligation or full tax obligation. The bottom line is asking voters to approve of that with their AAA bond rating. There's not a lot of difference in the interest rates. The only time you see significant interest rates differences, the revenue bonds versus general obligation bonds, once the City backs it, there's very little variance in the bonds. It's just an operating bond, override bond, whatever you want to call it, which is just operations of Public Safety versus a debt service bond which is specifically to pay the debt service of issuing the debt related to this project. Member Thomas asked how the debt was borrowed. Mr. Johnson said that once the voters approve it, they work with Pat McGowan from Miller Canfield, the bond attorney, and the bond finance people. For a project of this magnitude, usually you'd see two, three, maybe four different bond issuances. The biggest thing is cash flow drives when you're going to issue the debt. There's no way they could spend $110 million all at one time so it's probably going to be a debt issuance here, another one six or eight months later. If they only issued half of that in the first year, on the tax roll would only be debt service for half of the millage. If it was half a mill versus a whole mill, only the amount needed to pay the debt that's been issued at that time. In August or November, they will ask the voters to approve them to levy whatever is needed up to the $110 million or what the number is. Member Thomas then asked what would happen if there was any money left over. Mr. Johnson explained that there are legal requirements that state the money can only be used for the project listed and any leftover the City would be to refund it via a lower millage rate the next year or use it to pay the debt service the next year. Either way results in a lower millage rate for a single year. Member Thomas stated that Public Safety is important and if you've ever needed it, you appreciate every dollar spent on it. If a facility goes in the suggested place then they need to make sure those roads get built alongside it. They need to plan for the tearing down of the existing buildings. They want to make sure that everything is included in this package. They need to make sure that if they're spending money there is a value add that goes with it and making sure there is a purpose for every dollar spent. This is the most important issue they have, and they need to move forward quickly. The most frustrating thing is how long it takes to get things done by government. It's important to take care of their police and fire and thinks that they do need the facilities. They need to make sure that they are trying to set up everyone who comes behind them for success because they are in a tough situation right now where everything is outdated, and they have to deal with it all together. Member Thomas wanted to know when the millage needed to cover this project would be determined. Mayor Fischer said once Plante Moran completes their due diligence and getting comments from Council, they will hone in what a more updated figure looks like over the next couple of months. At the same, staff will work with bond council and the financial advisors to take the number and turn it into the mill with the finance department equivalent which they would have in the April/May timeframe for them to contemplate the final putting on the ballot. That's how he views it from the elected perspective. City Manager Cardenas stated that he would encourage to move to get that dollar figure as close as possible as they can so they can get the ballot language because that language will take longer to get vetted through the AG's office so they would like to see if they can get that even quicker. Member Thomas wants to make sure that they're all considering what's coming and what that means to every resident's pocketbook and how this affects every person who lives in the community.

Mayor Pro Tem Casey said there has been so much said that she agrees with, and this has been her top priority as well. The City has a history of making smart, good, thoughtful decisions when building. She can look at the library and all the work that was done to make that building fantastic at the price that they did way back in the day, and it is serving this community well. They made smart decisions when they built the Department of Public Works, and that building is serving the community well. They did the same thing with Lake Shore Park. They are good stewards of the residents' money when you talk about building. They heard comments about the required flexibility

for these buildings to be expanded upon in the future and how that gets constructed she'll leave up to the experts. What's important to her is the input from the Public Safety Director, the Fire Chief, and making sure that what they need is what is included in the buildings. One thing that resonated with her when they did their tour in Kansas was the two new police buildings they saw. They were wonderful but it stuck with her that both Police Chiefs and some of the staff kept saying they designed the building to make sure they operated well. She doesn't know that they can say that today with the buildings they have so that's another piece of the why. This meeting is starting to drive, is the telling of the story of the why. She heard one of her colleagues mention that she wants to amplify the idea that these buildings are buildings that employee work at. She commends staff for the maintenance work that they've done and the ability to keep these buildings up but even after touring them herself, are they giving Public Safety staff the best place to work? That's another factor for her. Not only is it a Public Safety issue for the residents and businesses, but it is to make this a great place to work and make people come and continue to work in Novi for the police and fire departments. She asked Mr. Fenton if the provided timeline was for all buildings and he responded, yes because they're on new sites, operations can be maintained while the new buildings come up out of the ground. She then asked if it was possible to find a construction company or companies that were able to do the construction on this timeline. Mr. VanKirk said he was comfortable that they could find the companies to do that, and he'd want to buy it all out at once for synergy and scale. Whenever you build in stages, that can be costly, so they think it's a no brainer to do this all at once.

Mayor Fischer thanked the representatives from Plante Moran Realpoint for the report and again thanked staff for their efforts in putting all of this together. They brought in Plante Moran Realpoint to guide them and help them make the right decisions. He's said before that they've done a lot of due diligence with studying this through different reports multiple times. They've analyzed every Fire Station and the Police Station. They've had committees. They've had memos from the Police Chief. They've all had opportunities to visit the facilities. Every picture presented shows the hard work to maintain the buildings, but they've outgrown the buildings. It's time to do something. It's been made clear that the renovation aspect is not feasible on any of the buildings. They've been contemplating this for so long. They've even, as a City Council, started to acquire the properties for Fire Station 2 and an idea for Fire Station 1. As it sits right now, they've acquired a couple of properties and asked if there are any other properties that Plante Moran would view as legitimate, better uses for this at a similar cost. Mr. VanKirk stated that to date, they have not found anything at a similar cost. They scan all the time but there's nothing readily available right now. The Mayor stated that though they've purchased properties as they've come up, they can put placeholders in the budget analysis. He feels they need validation from a third party to say that they don't know that they could do any better. Mr. Fenton said they're continuing site selection for this project but finding acreage to fit the buildings that Council's talking about, he cannot contemplate a property that would fit Public Safety building and Fire Station 1 on seven and a half acres for a price that would be reasonable. The Mayor said that he's not a fan of debt but there comes a time he thinks when it's important and it is an instrument to be used. He's less afraid of it when we're putting it behind brick-and-mortar buildings that we expect to last for 50 years. He's more inclined to encourage voters to support it when talking about higher maintenance costs on 50-year-old buildings versus having something that's going to be maintenance free for the next 25 years. He's looked at the budget and they spend about $24 million a year, if he's correct, on Public Safety. To ask voters to issue debt and spend about 10% of that operating cost on new buildings that'll last the next 30 to 50 years is a reasonable ask. He doesn't think a millage is the right way to go and bonding this out is the wise way to do this. Given the potential competing November 2025 ballot with the schools, he thinks it'd be wise of them to move forward with the August 2025 ballot with the direction to start that information campaign yesterday. He thinks if they really want to be

an innovative community that talks about vision in 2050 and where they want to be, it's time to put their money where their mouth is and make that investment in what is the very highest priority of what we do.

Member Staudt said he's watched growth go from a $3 billion tax base to $4.5 billion and he expects that it could go to about $7 billion through a combination of property appreciation and new development. Many communities that are considering this kind of decision don't have the opportunity to have new development as part of the mix. As the tax base increases through new development and appreciation, he wanted to know how that affects the millage that's being paid by each taxpayer during the course of the bond. Pat McGow said 2016 was the last bond issued. When they structure a bond issue, they're going to make certain assumptions about what's the estimated growth in the taxable value in the community over the next 20 years as it's reasonable to assume some level of growth. Normally it's something like 2% and no more than that due to limitations, but with new growth and development, the City's taxable value growth could be more than that. Each year when looking at next year's debt millage, you are supposed to adjust that millage rate to what is needed with a little bit of cushion. If new development is increasing the taxable value and if the debt on the bond issue was structured to be level, which is the industry norm, then the City would be able to reduce that debt millage each year to match what is needed for debt service. Member Staudt said that back in 2009 when things started going downhill, it was a difficult situation, and things started going aggressively up. A lot of communities still haven't recovered their taxable value yet, but Novi has exploded, and it was done through development. It was done so Novi could hire back the police officers that were laid off and they could provide the services that residents expected. Looking around the community and what's being built now, what they can anticipate down the road, he can't imagine they'll be looking at less than $2 billion during the next 10 to 15 years of additional taxable value. That taxable value will hold people like him who have a relatively low millage rate because his taxable value went way down in 2009, 2010, 2011 so those who aren't new to the community have a lighter debt load than people who are new. Across the street from him are 200 condos going in at $600,000 apiece and they're going to bear the burden, but they are also going to get the benefit. He wants folks to know that this isn't something where they can expect the millage rate to pay back these notes to go up for you in your own individual home. As time goes on, he thinks the actual millage rate is likely to go down. The taxable value may go up, which may increase your price, but people down road who are moving into the community and making huge investments are going to pay a big chunk of the cost of future Police and Fire Stations.

CM 25-01-07 **Moved by Staudt, seconded by Casey; MOTION CARRIED: 7-0**

To direct Plante Moran Realpoint to continue work on the Public Safety facilities program which encompasses a new Public Safety building, Police and Fire Station 1, Fire Station 2, Fire Station 3 with an estimated budget in the range of $85 million-$125 million. This amount may be adjusted as Plante Moran Realpoint, City administration and City Council continue to discuss and refine the major decision points. City Council would also direct the City administration to continue due diligence on financing for this program, including working with Plante Moran Realpoint, bond council, et cetera and to prepare the necessary language for the August 2025 bonding ballot proposal.

Member Staudt said he appreciates the level of detail from Plante Moran, and this is why they were brought in. They learned from the school district the kind of job they did and their experience. It's good to be a resident and provide valuable feedback. They have been dead adverse for a long time, which is why the City can afford to do this right now and not wait five or 10 years to do it. Whether they have to replace the roofs or air conditioning units in 20 or 25 years, by that time the bond will be up and somebody else can be responsible for paying that. He just built a new building about a year ago and he got the heating bill and was appalled by the fact that his current office, which is very old, cost three times more than a building twice the size. Facilities now are so much better than they were 10, 20, 30, 40 years ago. He liked Member Thomas' questions and from the standpoint of 25 years expected life and in 25 years the bond will be done, and that city council can struggle with how they're going to fund replacing the HVAC units, the roof and other things they'll do at that time but right now they're here and the facilities need to be replaced. He's also 100% supportive of having funding necessary to, when they get to the end of these projects and it's time to move, that those buildings don't sit empty like warehouses do years on end. As part of this project, they tear them down and use that property for whatever it is that's appropriate at that time.

Member Smith said assuming we go with an August election, the August 5th date is the end of the whole process. He asked at what point do the absentee ballots go out and at what point does early voting start. City Clerk Hanson replied that the first mailing of absentee ballots for an August 5th election is June 26. At this point Novi has about 13,000 voters on the permanent ballot list out of approximately 47,000 voters. Early voting will begin July 26 and run through August 3rd. Member Smith stated that they want this to be successful if they put it on the ballot and make sure they get the information out to the voters so they can support their endeavors here.

Member Gurumurthy said let's start the communication and the campaign as soon as possible.

Mayor Pro Tem Casey said she recognizes that looking at an August ballot is the right thing to do because timeliness is important. She also recognizes that they're adding another election to Clerk's calendar and gives thanks in advance. She recognizes what this decision is doing to the Clerk's team but thinks it's the right decision holistically.

Addressing the representative from Plante Moran Realpoint, Mayor Fischer said their next steps and direction from Council is the communication plans. He encourages them and City Manager Cardenas to start to hone in on what the next set of key decisions that they need to make. The next step from his perspective is to start guiding Council's next step of conversation to help them get that done.

Roll call vote on CM 25-01-07 **Yeas: Gurumurthy, Heintz, Smith, Staudt, Thomas, Fischer, Casey**
Nays: None

Break: 8:18 PM to 8:26 PM.

3. Community/Recreation/Senior Center

Member Smith stated this would be his top want. He has lived in Novi for almost 40 years. In that time the schools have grown, added a Fire Station, added parkland and DPW has grown. What has stayed constant is the space they have for a community center. There was support in the last survey, in 2020, where 57% of the respondents supported the ideal of a Novi Recreation Center.

He's going to say community center because wording is important in this. He thinks when people hear recreation center, based on survey results, it's heavily focused on swimming, track, weightlifting and things like that. He thinks community center expands to include places just to gather for the community and that's one of the important aspects of this. The big question is what is a community center? It seems to mean different things to everybody. Some people want pools, some want pickleball, some want fitness equipment, some want improved maker space. So before talking about funding or timing they need to find out from the residents what they would want in a community center. His checklist would include pools and fitness center, possibly member supported, space for programmed activities, space for unprogrammed activities, outdoor space for things like a farmer's market, food truck festivals, food available on site. They really need to go out to the community and find out what would be supported before they get to the point of going out and trying to find money and get something on the ballot for it. Location is important. Everything should be located as centrally as possible. As he mentioned in the comments about the Police Station and others have mentioned, taking down the existing Police Station when it moves to the new site would be a good spot for at least some community center. It would help serve the needs of the high school students, which are currently going to the library. Not all the students that are coming out of school are looking for a library kind of space. They may want to run around and have some other activities that would be more suited to a community space. They need to find out and work with the school district to find out what's going into the field house and the availability for City use, assuming a pool is going to be used by the students during the day, there might be swim team practices after school they'd have to work around. They need to know that information and funding is all dependent on that information. He thinks their timeline would start immediately by designing the surveys, having focus groups and community input sessions to find out what the community wants and then work from that point to find out if they could fund it or even if there's any interest in doing it at all.

Member Gurumurthy said that with respect to the community center, she would like to see it and is sure the community would like to see one in Novi. It's a space she can see bringing in different demographics and different ages together. She thinks about the Indian community, a majority of their grandparents and everyone are still in India, and they are here. She feels it is important to bring space and programs to connect seniors and kids but at the same time make sure there is specific spaces and programming for seniors as well. She thinks it has a lot of opportunities and there's a lot of ideas to see what this community center is. She agrees with Member Smith and thinks about what they've done, they've done two kinds of surveys or community feedback. The first went out as a recreation center survey specifically and they picked random address to send them to. When she sees the responses, it was 26% and the questions were tuned down towards recreation center related questions. When she looked at the other section, it was interesting. She thinks they should use a theme in order to design. To Member Smith's point, she thinks they are at a point where the scope or what goes into the community center is yet to be completely defined. They have themes from the Older Adult Committee work that's already been done. When she looks at their survey, it's amazing to see that 68% felt the single location could be for all ages and then a special time can be carved out for seniors. She thinks the theme has to come from both surveys. There are nice items that's mentioned in the other section like an education room, theater, yoga, studio classes and programming. She would encourage the City staff to look at those and create a theme and go get community feedback. She thinks they still need to define the scope or what goes into the community center to even talk about the funding and next steps. There is an opportunity to look at the CIP opportunity, whenever it expires, when they look at the estimates, they can evaluate that but timing wise, she would say today they've talked about Public Safety, there's a lot of work to be done. They are at the point where they have the estimate, and they are getting into the details. It is important to set a timing for this as well, maybe six months

or a year at most, they get that information so they can have those discussions. It will be wonderful, and she thinks the community will embrace it. It is important for them to get the community feedback and get the right scope defined. The school is developing this newer field house which has a pool. The details are not defined completely yet so it's important to collaborate with the school. Maybe the school can even redesign or change some of their design, but they need to have a plan and collaborate with the high school.

Member Heintz said he would love to see the City move forward as soon as they can with the community center. You have to make sure that the City function is not just for protecting people but also having enriched awesome lives in Novi too but of course you need to make sure they're safe first and foremost. Once they're able to collect more information to better understand what they need from the community center and what that would look like and hopefully return to the residents on a ballot in the near future to hope that be kept moving especially if the Public Safety buildings might be completed as early as 2028 to see what some of those buildings might look like. For him at least he's hoping to have them be synergistic with Novi Community School District to see what the City might have in their activity center and have continued conversations with the school district to see what resources they might have and where they can utilize whatever timing mechanisms might be needed. Also, what areas of redundancy might be important too. There will be a need for more indoor facilities whether it be for basketball courts, pickleball courts or whatever. Some things will be the same, but they might be able to accent and enhance to have a nice sort of Novi campus in this area between this current building, their activity center and potentially utilizing the current Public Safety building space as well or wherever they choose. He'd love to be able to have, in addition to the gym and fitness area, additional theater space, that open and multi-use facility space that could be flexible to whatever they hope to have in those areas, the potential for people who work remotely, being able to utilize those spaces to even whether it be fees or no fees associated, but just that overall adaptable space. He looks forward to having some awesome spaces and hopefully in this general area.

Member Thomas said this project is something this community very much needs and specifically having that third space for the community as a whole and especially for the senior community. The Older Adults Committee kind of went through and found a lot of needs for the senior community that aren't being met today which could be appropriate for the City to fill. She thinks they need space and programming for that specific community. They should consider one facility with space dedicated to seniors that can expand or contract with the changing population. She would like to see recreational facilities and potential aquatic facilities. One thing they hear over and over from seniors is having warm pools. When she looks at the surveys they have done, they talk about needing more data and needing to go out and do more surveys and it feels like they go and do surveys but then they sit and by the time anyone's ready to do anything they're like, that survey is kind of old and we need to do more surveys. It's a little frustrating. Her thoughts are if she wanted the research done and it's less of what does the community wants, she thinks they have some feedback on that but perhaps in parallel and what would it take to provide it. She wants an aquatic facility but if it comes back that an aquatic facility would cost the residents $100 per month or $1,200 a year, then maybe that's not a feasible thing. Or to build the facility, she'd want someone to actually go and do the work and say this is what it would take to build a facility with these things, almost in an a la carte approach where Council could say an aquatic facility doesn't make sense or maybe they can have some actual information to be able to make these decisions off of. When they went to Lenexa, their facility operations were covered 100%. She would think in a facility they would want to strive for a self-sustaining facility, much like the ice arena, where they can pay for themselves. They would have to build it, but they wouldn't have to take money out of the general fund or standard operating money to support that. There are some ways to do that.

In the previous surveys that went out, some of the things that respondents said were necessary would be to have a gym and walking facilities. In some of the visits to other communities, they found times where seniors want times that were seniors only. Today in this community, there is a severe lack of programming and especially with early voting, there are less rooms for programming during that timeframe, especially when there's an extra election. They need significant room for programming. They need room for drop-in spaces for the community to gather. The need event spaces and to support all of that and make it self-sustainable, they can consider what revenue streams could be gained. Just think about how they can make it self-sufficient if possible and what other communities have done as far as operating. What would it cost to build these disparate things would be valuable information to determine what it would take to build a facility and where's the appropriate place to put that. She has concerns about waiting for the schools for a couple of reasons. The school is early in their process, and they don't know what the school is going to build. Those facilities are built and designed for students so their ability to be confident that they always have access or that they always have what they need is going to take time for them to figure out what they can actually build and so they have the capacity to share this facility, it's important from a City's perspective. If there isn't another facility, could they still have synergy where one group could use the facilities of the other and vice versa. She has concerns about people going to do an activity in one building and having to leave to go to another place to do another where if you're in one place, you're more likely to drop your kid off at their dance class and you can go work out and then come back to get them afterwards. What she would like to see is the estimates of what it would take to put in a building with things specific as exercise equipment, aquatic area, room for programming, drop in spaces, rental spaces, senior specific spaces, and gym. One of the things in Sterling Heights, they said the gym space was probably the most utilized and another thing they did was made sure they had a ton of room, different rooms for yoga and dance classes and every room had its own storage. She's not sure of the appropriate funding mechanisms to do this but maybe that's something she's sure someone smarter than her on funding can answer. She thinks in tandem they should be looking at what it would cost to create a facility with these different items and maybe be able to look at and evaluate if the item something that would make sense. And then perhaps how do they make it self-sufficient once it's built. She doesn't think there is an appetite for something that's going to be a continual drain on the community or at least a drain long term. She believes if they are doing that survey and getting data from the residents about what the residents want, she thinks they should be doing the work to say what would it take to get us these things? And maybe in the end they say it only makes sense to create more space for programming. She thinks there is probably an appetite for more than that. Until they do more homework, they don't know. She would like to have the information inside a year to be able to make a decision to move forward. She doesn't want it to be more surveys and let's look at the survey that five years old and see do they still think they need it? Let's get the information, come back and make a decision to move forward or not. A couple of other members mentioned some of the things like potentially a makerspace. When they think about these things, they look at how that can increase or give people the ability to learn new skills and how it can increase the small business. Maybe people learn to create a business from something that they're doing like 3D printing or laser engraving and they're able to make products and it can be an igniter of businesses within the community. It would help to move people forward, create small businesses, which can be a piece of economic development. It was mentioned if they have spaces for people who need a space where they need to work or maybe they are working on the new business and they need a space to sit and work with some WIFI access. It's important it's bringing community together, to have a place where if you're bored or lonely, there's a drop in space where you can go sit down and your neighbors will be there. Maybe there's a game room where people could go in and sit and play. When they heard from Julie, from the library, it was that sometimes the kids who come to the library after school might need a better place for them

to expend some energy where it's more active than what the library has to offer. She supports a community center and is her next most important thing.

Mayor Pro Tem Casey stated that to her, this is one of the harder ones to deal with because she's already heard a variety of interests from her colleagues about what they think belongs in a community center. Some of the items are aligned on and some are not. It makes it hard for staff to come up with a proposal. Some of the challenges are there is a need for a third space. A place where people can come, and they can build community. Some of that is the library but not everything's the library. There is a need for space for seniors but there were mixed responses from the last survey when some respondents wanted a dedicated space, and others wanted a multigenerational space. There was a survey done in 2020 that came out of a Recreation Center Committee. The biggest concern she has is sustainability and if they start, are they going to have to keep it up and what's the cost over time. The minute recreation components like gym equipment and a pool, that's where the bulk of the cost comes in. It they build a community center that is programming space, which the City desperately needs, they need much more space for programming so Parks and Rec can do the wonderful work they do. But if components are added like a pool, they are now driving the cost up. When she looks at our neighbors around who have recreation centers, they are paying a lot of money to maintain those recreation centers. Farmington Hills pays $6 million out of their general fund to manage The Hawk and that was building they already had. That is something that the City cannot pull out of their budget, and they cannot continue to operate a recreation center facility if they can't get membership dues out of the residents, and they don't get the usage. They've done the surveys and got 57% of the people said they'd support the idea of a recreation center but as soon as funding and taxes are mentioned, support drops like a rock. When they survey people, it should be asked what the likelihood of usage is and that's a flawed question because someone can say they are likely to use it but that doesn't convert to actual usage. She has a concern with a full on recreation center or recreation center compound and the ability for that to be self-sustaining. She supports the idea of a community center and thinks they need a place for seniors. She agrees that the place needs to be flexible because seniors of today may wish to come to a community center or senior centers and the seniors of tomorrow might want a place to socialize. They are nowhere near trying to figure out how to fund it and would look to Director Muck to give guidance and input as he has done over the years. She asked Director Muck what he needs from Council in order to go fulfill their request for more information so that they can start pricing out and then figure out how they gain input from the community. Director Muck said he's heard two significant terms: studies/surveys or feasibility. From Council comments he thinks they need to move in the feasibility range. They've done the studies; they know what the community wants, and they've heard comments from Council of things that they might want. Council has sited some statistics, but it does boil down to is the community willing to support that in whatever form it looks like. He spoke with his colleagues at Oakland County Parks. They just passed their millage. They did a feasibility study in advance and that study led them to putting it on the ballot. That millage passed at almost 70% this last fall. He thinks that's where the City is at; hire a consultant and do the feasibility study rather than another community survey. Mayor Pro asked Mr. Muck what he needed, and he replied that there would need to be funds allocated for the study. Mayor Pro Tem confirmed that he would be using a consultant and Mr. Muck replied, yes. Mayor Pro Tem then asked about how long that generally takes and Mr. Muck replied that they'd want a year. From what he's hearing right now, it seems like they're circling around on a location. He's starting to hear that theme consistently across the board. A feasibility study can pull cost estimates, and they can start to ask questions of priorities and how people want to fund it. That'll get them to the point that some of them have been talking about. There is one example of a community outside the State of Michigan that said they are 100% self-sufficient. Livonia, Troy, Farmington; 60% to 70%

is the best they're doing at cost recovery in this area. Mayor Pro Tem Casey said she supports a feasibility study and thinks it's the right next step. The timing makes sense. They did have an early conversation with the school district, and she appreciated the district's engagement in that conversation. She appreciates the district's willingness to see if there's an opportunity for some kind of broader community access to the Fieldhouse. The timing of the feasibility study being a year starts to align with their ongoing conversations and plans. It times out with what we just talked about with the potential of a new Police Station and demolishing the existing, which gives them some acreage to work with.

Mayor Fischer can see why the City's staff is confused since they can't come up with a single title for the name of this topic. They have community center, recreation center, and senior center. They've been kicking around these kinds of concepts for a long time. This has been studied to the nth degree many times. The compelling items that came out of there weren't the groundswell of support necessarily at the time. The reason he respectfully disagrees with a feasibility study or anything to that aspect is he doesn't think that Director Muck has the direction or that staff has the direction from Council to even go pursue a feasibility study. He's been jotting down everything from aquatic facility to pool, dedicated senior facility, fitness center, recreation programming, drop-in makerspace, office space, game room, drop-in space just among many things. If he was king of Novi, he would say demo the Public Safety building. They do need a third space for gathering; some recreation, more theater, basically a lot of things done here to help support those activities that are currently programmed plus additional space for seniors and maybe a walking track. He would do that right there and call it a day. He's looking at a map of the campus right now and if he takes the high school fieldhouse, which is three to four basketball gyms, and puts that on the police facility, it's larger than the parking lot of the police facility currently. That gets us nowhere near what we're talking about. Now all of a sudden, if they want to do all of this as a recreation center, the police facility spot is out. The point he's trying to make here, from a Council perspective, is have Mr. Muck outline the 20, 30, 40 common amenities and then have Council go through and indicate what they can and cannot support. Again, he doesn't think the data shows a compelling request. If they get into some of those discussions now, they're talking about subsidizing from the general fund or trying to do it through membership, which fails in Michigan. He's willing to have those discussions but he's less willing to support a third space if that's part of the discussion. Now, if they talk about focusing on recreation and some drop in space and a theater, then he's on board but thinks that as a Council, they need to realistically get on board with what this looks like and that's something that four or people, because that's what is required to even get a feasibility study or on a ballot where they need to have four or five people on Council agree on what that looks like before they as a council spend any more money or staff time on studying this. They need more space to supplement what they have here but the further they go into higher cost amenities, and one starts to talk about subsidies and memberships, he's less inclined to support the concept of a third space and the likely it is that it could even be on this campus. He thinks the next step is to have a whole focused conversation on amenities and what people would exactly get behind and try to get four or five people on board who can carry that forward to the next level. If it's the full-fledged $50 million subsidy general fund membership thing, then that's great, but at least Council's started the conversation. Mr. Muck can then go and do a feasibility study and at the same time, probably go back to the residents and say, City Council's contemplating this and are you willing to start now that they know they're looking at this type of building and these amenities, this is the cost to residents and tax or membership and then they can provide the feedback that way. But to just go off and do another study or even just to do a feasibility on when you still have no idea what the consensus among Council is seems ludicrous.

Member Staudt said back on January 19, 2008, he voted to build a community center within 18 months. That turned into a feasibility and whatever else, and they spent about $60,000. That came out to be the Signature Park. At that time, Signature Park was as much a community center, but it really was to get Bosco Fields. About two weeks before the vote, somebody laid off 25% of their workforce and it failed miserably. They never stopped with the main goal which was Bosco and that took 10 years. Nobody has come up with more crazy ideas than him. Nobody's pushed harder. He has three P's: patience – things take a long time to get done once you come up with the idea; planning – by waiting and being patient and persistent, they ended up getting 91 acres next to the park which turned into park land; and persistence – this is key. The biggest part is planning, it isn't citizen surveys and study groups. It's continually focusing on the end game and if the end game is building, it's good to start thinking about the planning now. The bottom line of all of this is it comes down to money. If you have a plan for the money and you work towards that plan, you can get anything you want done. When it comes to building the pathway down the ITC corridor, his plan for the money was always the CIP millage. He brought it up three or four times before it got on the ballot. After that, they did all these things that they are planning. They finished ITC and Pavillion Shore. They need to start thinking now about what they're going to do with this CIP millage down the road. It's coming up again in a couple of years and he would suggest, whether he's here to help or not, that they look at making that a permanent millage which would allow them to use their fabulous bond council to go out and borrow money and not have to go to the voters and start chipping away. They can build a nice community center for $10 to $12 million that fits into the CIP millage nicely. It cost $9 million to build the DPW yard and it's probably going to cost $25 million or $30 million to completely do what they want at ITC Park. It doesn't have to be done all at once but over time. They could borrow money from their millage. The first thing they have to do is prepare the residents to support that millage which would then allow them to do all of these things without having to go out time and time again for a vote. His suggestion is for the community center, or whatever that really means, and the ITC Community Sports Park, to think about this millage that's coming up and how they can use it and how they can present it to the voters and prepare them to understand. We had great success with it the first time. They were good fiduciaries of that money, and they provided some nice product with that. All of these things fit into that millage nicely. He knows they'd love to get the ITC park done quicker. The big thing they have to do as a council, working with staff and residents, is plan all these things out and come up with specific projects. Don't just come up with grandiose idea of building things that nobody wants. He thinks they can get all these things done, except for Beck Road. He's not going to speak on the ITC Community Sports Park reconfiguration. They have massive plans, and those plans are going to cost a lot of money. Where do they get that money? He suggests that they start planning and use the CIP money that they're going to work hard to get in the next couple of years. It's not really a building they're talking about and it's not really about a park they're thinking about. It's about planning for the future and being persistent. You may get shot down today and next year but eventually you end up with Pavillon Shore Park, which he was told for 10 years they couldn't do. His answer is to keep up the battle and focus on what you're trying to do and plan it and have patience. It's important to take your time and do things right. He's 100% behind building some kind of a community center. He's 100% ITC Park and he's 100% behind doing the back 40 of Bosco and doing the undeveloped property on Ten Mile. They just got to figure out what they're going to do and where the money's coming from.

Member Smith says he agrees with the idea of getting a list of ideas that they can decide on, including the potential cost of building and maintaining, and then they can decide what they're looking for and go from there.

Member Gurumurthy said she is aligned in terms of defining that scope and if they, as a council, have to determine what goes before they do the feasibility, they can always talk to residents and get feedback before they cast their vote. She thinks that's the next clear step in terms of determining the scope.

Member Heintz said he'd be curious about the timeline for anything like that. He doesn't know if that's something that could be done in the next six months or whatever is appropriate but wants to commit to a timeline to keep it moving forward. The Mayor asked Director Muck to frame that up for Council's feedback. Director Muck stated that they're going to need some outside resources to develop some of those cost estimates as it's something not done internally. The Mayor said he thinks the first step is Council giving a couple ideas of what it could look like. He wouldn't necessarily say the estimate to build it but the pros and cons of the amenities and the likelihood of them having to subsize, et cetera, as well. The amenities are really the first discussion. That helps build options that can be taken to the next person and get the actual physical costs of building it. Mr. Muck can look at the options Council comes up with, given the amenities, where the support lies and then he can say yes, that fits in the footprint of the Public Safety building or no, they'd have to move it and use some other property that's been acquired. Director Muck says that's something that can be done in house.

Member Thomas said she feels strongly about aquatics. She would like to give a wish list of all the things that she thinks would be great or that have been requested by the community, but unless the cost is known, it's difficult to say what makes sense without having more information. She does get the point that they need more direction on what a community center is from this group. The Mayor said he thinks Director Muck can give qualitative concepts of cost recovery in Michigan. To Member Heintz's point, he doesn't think they should go out and spend a $100,000 on a feasibility study for a pool to get a bunch of cost estimates. The Mayor thinks, anecdotally, the information that can be provided will give them that 60%, 70% comfort. He thinks that Director Muck can do something similar, like the range provided by Plante Moran, to give Council an idea of that on specifics, like pools, and the likelihood of having to go to a membership or what he thinks the general fund subsidy would be in ranges. He thinks there have been enough people on Council who have been here and been on multiple leadership exchanges where it wasn't necessarily a 100% funded, that were uncomfortable with the concept to begin with. Let's say there's three people that are against aquatic and maybe four say they're adamant it's the right thing and the community wants it; they'll go forward with four votes. He thinks they need to have that consensus before they go and try to survey more. Member Thomas stated that it was fair enough. She wanted to know if there are any other potential sources of outside funds, like a grant and Director Muck responded, not that he's aware of. She inquired if they knew the operating information of the community centers that exist in southeast Michigan or was the information somewhere it could be pulled. Director Muck responded that there's no existing databases and that they'd have to reach out to those individual communities. Some communities are willing to share more than others. The communities he suggests Novi compare themselves with are Troy, Livonia and Farmington. Member Thomas said Troy was originally funded through a bond, but they don't know how much that bond was, no operating millage and that is subsidized general fund 30% to 40%. Those numbers could be valuable and important in determining how they would move forward. They have some number for Livonia but it's not a consistent set of data across the data set which would be helpful because when they did the Older Adult needs, they talked about going to Livonia. It would be nice to see what other community centers are doing and how they go about getting that data and it would be important in determining how they move forward. Maybe that's something that doesn't' come until they get to a feasibility study point.

Mayor Pro Tem Casey said she is beginning to wonder if they didn't just switch that up again this next round of conversation and asked Director Muck if he was coming to them with information of what it might cost or does he have enough of that list from each of them to do that. Or is he still expecting them to say what items he should put on his list and then come back and tell them what it looks like. Director Muck replied that what he thinks he's hearing, especially from the Mayor, is that he's to compile a list of things that could go into a facility and what are the costs would be to operate it and don't consider the construction cost at this point or anything and then have that list to Council so they can narrow it down. He thinks a good point was made earlier about the footprint of the existing police and fire headquarters. That is going to limit what they can put on that facility. There's been a bit of conversation about space and what Parks and Rec need. What Parks and Rec needs in indoor facility space, specifically gyms for programming. They are turning kids away from programs in the winter. They don't have enough space for seniors. Those are the spaces they need and as quickly as possible. They utilize school buildings, but they are limited to what the schools can provide and sometimes they get pushed out. A priority from Parks and Rec staff would be space for seniors and indoor facility space. Mayor Pro Tem Casey asked when Director Muck thought he could come back to Council with that information, and he responded probably within three to six months. He said conversations with the school district still need to continue. It depends on quickly Council wants information. Personally, he thinks they should wait and get that list after the schools have defined what's going into that activity center and they need to see if the district pass that. Then they will have a clearer picture of what their aquatic facility might look like and get more solid details about what that shared space may look like and that might change the list that he gives Council. If it's okay with Council, he would prefer to wait until after the November election to see if the district has passed or failed at their millage or bond. The Mayor Pro Tem said what she's hearing from her colleagues is forward progress so she's trying to figure out where they have that opportunity for forward progress. To her, waiting three to six months or even until November is fine. As Member Staudt said, it's patience and planning. She thinks they need to take the take time and do the planning that they need to do. She's also intrigued by the idea of how to use that CIP millage. From her perspective, she'd be comfortable waiting to see how November works for the school district and then continuing the conversation from there. Director Muck stated that it would make staff much more comfortable instead of trying to come forward faster.

Mayor Fischer said that he was comfortable moving forward faster with the conversation. He thinks that a lot of this can happen in parallel with the school district's decision. There are certain things like aquatics that once you start talking about cost recovery and all of this, he's going to rely on the school district and doesn't think the City should be their business. If the school district passes something promising the City they can have access to it and if they don't, the Mayor will lead the charge of residents going to the school district meeting and say to the superintendent, what happened here? He thinks that they as a Council can start to narrow what this looks like. If it is a huge center, then they can scrap the whole discussion on Public Safety and they can start talking about what future millage looks like. This Council needs to make a decision on whether they are going small or going big and Director Muck can guide that conversation. He's confident sooner rather than later.

Member Staudt asked Director Muck what his opinion was on a municipal owned pool. Director Muck replied that he managed one at Huron Valley and it lost money and it eventually closed. Member Staudt said his daughter runs a pool at Lifetime Fitness. There's no shortage of availability but it's extraordinarily expensive to run. Director Muck said that to Mayor Fischer's point about cost recovery for a pool, are they talking about a competition pool? A competition pool

with a warm water pool? A lazy river and all the bells and whistles? The scope of a pool and what they talk about in an aquatic center can be massive as well.

Member Thomas also expressed a need for urgency and doesn't think they should be reliant on what the schools are doing necessarily. If they can find spaces for synergy, that's great. If the schools end up building, Council may not want the same things in the same facility or same campus. She said that Director Muck had stated that Parks and Rec try to utilize space in the schools for programming but sometimes they get pushed out. She doesn't want to end up in a situation where they're counting on them and then they're pushed out because the primary use of all school facilities is going to be for students. That's her big concern and why she doesn't want to wait. She doesn't think they should make their plans based on what the schools may or may not do.

4. ITC Community Sports Park Configuration

Member Gurumurthy said the estimate right now that they have is only for the old original property. It's important to step back and look at the entire property and come up with what they really want to do. She looked at the survey and it was more detailed versus higher level but thinks with the acquired property, she would suggest that they need to come up with a conceptual plan of what they want to do with the entire property and then they will be ready to talk about funding. There could be some great things, thinking out of the box, like maybe a famer's market or even an outdoor auditorium for music. That's where she is with the ITC, not ready for funding but looking at the entire thing and seeing what they can do and coming up with some good ideas on a conceptual plan.

Member Heintz said similar to the proposed community center request, they could do something in six to nine months or whatever but that same sort of process of potentially getting some ideas and discussing what could potentially go in those spaces, how that could look and move forward with a plan for how that would get paid for.

Member Thomas said they have plans for ITC that are beautiful but those were done before buying the additional property. Now they have other things to imagine or does that change due to changes since those plans were made. She would have to agree with Member Staudt about instead of trying to do everything all at once, she thinks CIP funding would make sense to tackle them in smaller projects. She would support moving forward on a smaller scale. It can come through the CIP program, and they can deal with smaller projects instead of asking for another request for money, whether it's bond or millage, from the residents.

Mayor Pro Tem Casey completely aligns with everything she's heard so which is of all the priorities they have, this one falls a little bit lower on the list. To the previous speaker's point, they did have plans they were working on and then they bought more property. It feels like they still have some due diligence to be done and some planning to be done to figure out what would the new design look like, using all the land. There's a memo they got that talks about the need for some consultant support and to get that support, there's a cost to that which is not currently in the budget. If they move forward with asking the Parks and Rec department to come back with a recommendation for what ITC might look like, that's going to be incumbent upon them to fund that request. From a timing perspective she's more of the lines that maybe that's something that gets put into the budget request for this upcoming year because they're right in that timing. Also, she doesn't know that there's that much urgency behind it. She said that part of the work that was going to get done on the existing property were improvements to the soccer fields and baseball diamonds and asked

Director Muck is there an urgency to figure out what ITC starts to look like to address what any repairs or updates or maintenance that needs to be done on the current park and Director Muck said no. He said acquiring Bosco and building Bosco was huge. That got us some great soccer fields and eliminated some of the issues they were having out there. All of the Parks and Rec programs are at Bosco. Mayor Pro Tem said she'd be open to seeing this in this year's budget and equally open to seeing it in next year's budget. She personally doesn't have a lot of urgency around this one and thinks there are other priorities for them. Once they start talking about the CIP millage, that is going to tie into some of that conversation as well. To her, the next steps are to come back to them with a request to fund the consultant and let's take up that conversation at that time.

Mayor Fischer said this is low on his priority scale. They have other priorities that they're looking at, like having a robust discussion on the community center. He thinks that some of these discussions like; a large-scale recreation center and where to they put it, discussions with the schools, continuing to develop plans, and what to do with the back 40 of Bosco, et cetera, They need to have a lot of conversations before they even start driving some of those. They can take studies from the Novi Youth Baseball, the Jaguars, tennis and everyone's going to want a bunch of stuff at ITC. He's not going to do another study to hear that's exactly what they want. It's important to hear those things but that's maybe not what the entire vision will be once they have a couple of these other pieces put in there. His whole concept would be to keep thinking of things that they can do in-house. They'll need to have some smaller projects because they can use the CIP, and it should be a part of the CIP. They should scale down on this and focus on some smaller projects that would excite the voters to help them renew the CIP combined with some of the other things Member Staudt talked about. That would be his direction on this one.

Member Staudt said this is a massive project. This thing needs to be scraped clean and started over. It needs to have proper drainage and everything else. They learned a lot during the rebuilding of Bosco. You can't get overwhelmed with the scope of work. When the time's appropriate, opportunities present themselves. They never thought they had a chance of building the ITC trail, but it worked out and this will work out in due time. This is a massive undertaking and fortunately, they have Bosco which allows them to put this aside. There will be a day when this becomes an appropriate thing to look at. He says pick your project and be an advocate for that project.

Member Smith says awesome plan for ITC that was unfortunately overtaken by events. There are probably still elements out of that that they could fund with CIP like the parking off of Napier. There might be things they can pick off like that in next year's budget. He would recommend sending this back to Parks and Recreation and the Cultural Services Commission. Let them look at it with the new land available and see what they come up with. They've helps out develop parks in the past.

5. Beck Road Expansion - POSTPONED

AUDIENCE COMMENTS:

Mike Duscheneau, 1191 South Lake Drive, agrees that the capital improvement program is a good thing to do to extend that. He doesn't particularly agree with the perpetuity but if it's put out there for five to 10 years, he's sure the residents of Novi with trust that Council will continue to do the kinds of work that they've been doing especially with a good summary of what they've done

with the money up to now. Top priority is the Police and Fire Departments. He was glad to hear all of the lively discussion that's taken place. Fire Station 4 wasn't mentioned except that the City asked not to talk about it. Fire Station 4 has Island Lake and all of the southwest corner of Novi. That's where development is going to happen. If this is going to be sold to the residents, Council will have to discuss what's going on with Fire Station 4. The location of the Fire Station is a sensitive issue for residents. Lot of mentioning about the properties are too small, which he agrees they are, but don't relocate them very far from where they're at. He doesn't think that there's anybody in Novi saying they're not adequately served at this time unless there is and then that should be included. Fire Station 2 is about an eighth of a mile from Oakland Glens mobile home park. When the millage came up, it asked if residents wanted to relocate it give that property for DPW equipment. The Fire Station millage would've been rejected outright because the 800 residents in that area wanted that Fire Station there. He understands the parcel is too small and agrees there's only one parcel to the north that's probably contiguous. When this goes to the residents, whether it's relocating Fire Station 1 off Grand River, those details need to be included. It's very sensitive to people as to how close they are to the Fire Station and if those details are not in place, will probably kill this whole proposal. Details matter. He doesn't think people are really concerned if the Police Station is at the current or proposed location. The ambulance services as part of the Fire Station is important. He's just saying to make sure that when the proposal gets to the residents, the information is available.

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 9:55 P.M.

_____
Cortney Hanson, City Clerk

_____
Justin Fischer, Mayor

_____
Transcribed by Becky Dockery,
Account Clerk

Date approved: February 10, 2025

REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, JANUARY 27, 2025, AT 7:00 P.M.

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

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Fischer, Mayor Pro Tem Casey, Council Members Gurumurthy, Heintz, Smith, Staudt, Thomas

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

Mayor Fischer wanted to take this opportunity to thank Fox Run for allowing them to hold the City Council meeting there. It occurred to him that in all of his years of being involved, they have never held a regular City Council meeting outside of their Council Chambers. This is a very special event tonight to be able to bring local government to the Fox Run community and to hopefully hear some of what's going on at Fox Run through the audience participation section of the meeting.

APPROVAL OF AGENDA:

CM 25-01-07 **Moved by Casey, seconded by Smith; MOTION CARRIED: 7-0**

To approve the agenda as presented.

Roll call vote on CM 25-01-07 **Yeas: Casey, Gurumurthy, Heintz, Smith, Staudt, Thomas, Fischer**
Nays: None

PUBLIC HEARINGS: None

PRESENTATIONS:

Novi Public Library Annual Report:

Julie Farkas, Library Director, said thank you for the opportunity to be there at Fox Run and to present their annual report. She wanted to thank the amazing residents of Fox Run and the fabulous staff for the many opportunities for building relationships and program partnering over the years. They have been serving the Fox Run community for at least 15 years, which will be the age of the library building in June of 2025. Each interaction with a resident and staff member is always enjoyed and appreciated. The Fox Run staff and residents have been receptive over the years to connecting with the Novi Library and she truly appreciates their overwhelming support. They get great response from those partnerships and connections they have. They have supported numerous book clubs that are run by residents of Fox Run and they use library material. They've offered digital literacy programs to learn the newest and greatest with technology and downloading books and music. They've hosted many well-known authors at Fox Run for the residents and community, provided educational programs such as financial literacy, concerns about book banning, health & wellness, and topics related to diversity, equity, and inclusion. They've welcomed donations from Fox Run residents to be offered in the library's Book Nook. They've offered many library card signup events, and they love the ones that are hosted during happy hour. They've participated in Fox Run's annual expo which gives all the residents opportunity to look at clubs. They've been a sponsor of the annual gala. They offer books by mail to the residents who cannot get to the library. They considered the residents of Fox Run when

adding the lending library to Lakeshore Park, knowing it would be closer and hopefully easier to drive to the park to grab a great read. They've provided many tours of the library to residents and even locked about 150 of them in for a night of dancing, wine and music. They enjoy hanging out with all of them but most of all, they have built long time and meaningful friendships with many of the residents and the staff.

Dana VanOast, Communications Manager, was presented the 2023-2024 annual report. She said it was special to be there at Fox Run because it's a place where NPL feel so much love and support from the residents. There are two versions of the annual report: one was a printout of their first ever digital annual report and the second is a shortened version that they can use for outreach in library use. For this presentation, she referenced the digital version because it's more robust. People can download the full digital version by visiting novilibrary.org/annual report. Page one of the report features a letter from the board president, Mark Sturing, where he talks about the library's impressing year, their extensive programming, loaning of materials, their strategic plan and how they continue to use it as a guiding light while they evolve as a library while continuing to meet the needs of the community. He also speaks about the future and where they are heading. They highlighted their major accomplishments of 2023-2024. In April 2024, the library board approved a one year strategic work plan for this current fiscal year. This plan details the ways the Novi Public Library will work towards its four strategic goals, align funding and services, improve internal communications, adapt resources, services & facilities, and staff investment & retention. In October they introduced a brand new online event calendar, meeting room software called Library Market, which allows them for better flexibility with their patrons for registering for their programs and booking their meeting spaces online. Spring into fall of 2024 they were proud to collaborate with the Novi Parks and Rec department for the DIA Inside Out program. This partnership aligned perfectly with their value of collaboration and commitment to serving the community beyond their walls. They improved technology throughout the building. They have a new WIFI, new security camera system, new paging system and remote printing options. With the help from the City, there are brand new electric charging stations. They introduced new toys into the youth playing area, which is very popular in the library. She thanked the friends they collaborated with at the Dear Asian Youth Novi (DAYN) at the high school for a fantastic API Heritage Festival and welcomed over a thousand people in the building for their summer reading kickoff party among many other things, all listed in the report. Looking into the future in their current fiscal year, they're excited to complete more technological upgrades to the building including printing & scanning and updating their teen area on the second floor to have more study spaces for students after school. There are over 30 chairs and tables where kids can collaborate, or they can sit on these really cool chairs on the floor and just hang out after school. She loves putting together the snapshot of their community's engagement with NPL because it provides a visual illustration of their relevance and highlights how frequently residents use the library. Some quick number to highlight, they had over 835,000 checkouts, 676,000 were physical items and 158,000 digital items, total card holders increased 5% from the previous year, checkouts at the Lakeshore Lending Library increased 32% from the previous year, 114% increase in teen space participants over the previous year. The iCube Makerspace had over 3,300 training sessions, a 26% increase from the previous year, and their program participants were over 43,000 which is 18% increase from the previous year. People are using the library, and they would like to extend their heartfelt appreciation to all their sponsors and donors who generously supported NPL in '23 and '24, among them are the Friends of the Library who contributed over $29,000 which enabled them to fund various musical performances, and their support allows the library to bring entertainment from local senior centers, enhanced training opportunities with staff, acquire new technology for their iCube makerspace and much more. As the they reflect on the numerous achievements and milestones of the past year, their strategic plan remains their

steadfast compass. It is through the strategic planning that they will continue to align their resources and services to the needs of their patrons, ensuring that NPL remains a vital and vibrant hub for education, innovation and connection. They are committed to enhancing many aspects of the library experience from technology upgrades to more welcoming spaces for all ages. She gave thanks for the continued support as they pave the path for the future of NPL.

Mayor Fischer said there was good information in the report and two things that comes to his mind for him is that the success of library has to do with the leadership that's provided and the innovation that keeps them moving forward. He thinks about when he grew up and the old building with the Dewey Decimal system, the cards, some computer technology and what's been done over the past 20 years to make is more accessible for the youth, the outreach to Lakeshore Park and here at Fox Run. It's the constant innovation that makes the library what it is and successful. The only question he had was in regard to the 400,000 visits and how that compared to pre-covid levels. Julie Farkas responded that the library is still coming back. Before covid they were averaging about 1,500 people in the building and now there are about a thousand. They have transitioned people over to digital use and they do count that as well but not in terms of visits.

Member Smith wanted to highlight the iCube because it's one of the things he loves about the library and to see the visits going up.

Member Gurumurthy said she's very close to the library because she started her career there. She wanted to thank them for everything they do and wanted to highlight the safe space the library creates for students. She also acknowledged the way the library brings the diverse community together, the number of programs they come up with, the innovation, the creativity and the openness to meet and hear from residents.

Director Farkas said she wanted to take a moment to say she has an amazing staff, just under 70 of them. They work seven days a week. They are open to the community on Sunday as well. Not just one person is creating the programs. There are a number of programs by a number of people. She appreciates the support they're getting from their library board, which Council appoints, and they are getting great people who understand the role of libraries are in community. To meet the needs of the residents in Novi, they are trying to meet those expectations for what someone needs or wants to read or have access to when it comes to information.

Member Heintz said it surprised him that the number of digital checkouts were only a quarter of the physical checkouts. Director Farkas stated that shows they still have a lot of physical users in the community and even the youngest users are starting with the opportunity to connect with a book. Digital is definitely going up and they are continuing to put money into it because of the demand. Member Heintz said holding a book is a great experience so it's great to see.

Member Thomas said holding a book is great and you don't have to find a place to store it when you're done, you just take it back to the library. She said she's used the iCube space to digitize a lot of her old photographs so that she is able to make sure that they keep them and that they are stored. She's been partaking in some of the book clubs and thinks that they are wonderful. It's a wonderful place to bring community together. She appreciates the language services the library provides. It's a place where people can go and practice speaking in different languages with their community if you're learning or maybe that just someone's language and they just want to use it. Member Thomas also said that people can also take their old VHS tapes and digitize them at the library as they have the equipment and it's free.

Mayor Pro Tem wanted to call attention to the board president's cover letter which is titled; The Next Twenty Years. She wants to make sure that as municipal leaders, looking that far into the future is important. She thinks there's some interesting information in that letter. She will comments that as they are starting their long range strategic plan, she looks forward to making sure that they've got the library's work and input as they go forward. She thanked the library for all that they do.

CITY MANAGER REPORT: None

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

Angelo Nardoni, South Lyon resident and Associate Executive Director at Fox Run, stated that at Fox Run and Ericsson Senior Living, they value meaningful relationships. At this time, he would like to offer his sincerest appreciation for the relationship they have with the City of Novi. It was a lot of work by a lot of people over the years who helped craft this partnership they have but there is no better friend to Fox Run and its residents than the City of Novi. From Mayor Fischer & his entire team, the City Council, City staff, Communications Director Sheryl Walsh, Julie Farkas and the Novi Public Library for all the services they provide to the residents of the City and Fox Run. Just hearing a breadth of what some of it the library does is amazing. They thank Cortney Hanson, the City Clerk, for all she does for the residents to ensure they have a voting process right here in their home. The fire and police departments provide safety to their community in the most expeditious and professional manner. The City of Novi is similar to Fox Run, the investments you put in your community takes care of the residents who live there and hopes to draw future residents. It's no different than what they do there. The work the Council puts into the City, infrastructure, and parks and recs is amazing work they do. He wants to extend his appreciation to all of your predecessors who helped lay this groundwork over the years. Lastly, he would take this time to thank Fox Run's Political Awareness Committee for all they do for the residents. This past election cycle, their efforts made sure Fox Run residents were able to make informed choices before they cast their ballots.

Doreen Poupard said they realize this is the first time that the City of Novi Council meeting has met outside chambers, and they are deeply honored. In addition to the partnership that Angelo Nardoni mentioned and of all the services the City provides, she would like to tell them that residents are involved in the City of Novi. They have a resident who is serving on the Older Adult Services board currently and has for several years. They had a resident who served on the Beautification Committee. There was someone who participated in the Ambassador Academy. There was a member who served on City Council and a member who was a trustee for the library's board. There is a continuing process. The connections with the library are almost unheard of in other retirement communities. When they have extra books, they take them to the front of the library for the Nook. Julie Farkas mentioned a few of the many services. So, in gratitude for all that Council does for them, the residents are in there doing for them also.

Connie Wesley, Edison Place, likes all the efforts for the DIE and she's not sure what Novi's policy has for that and hopes it will continue. If the City doesn't then she hopes they will develop one.

Ronald Paler, Fox Run resident, is a retired associate professor of dentistry at the University of Michigan. He thanked the Council for coming and appreciates the time they're spending with Fox Run. He wants to talk about a traffic hazard that they have on 13 Mile Road between 8 - 9AM to

3 – 4PM, Monday through Friday. He was just informed that there was a serious accident outside on 13 Mile Road about a week and a half ago. He's been asking for some help in being able to make the egress from Fox Run safe. Within one third of a mile, there is Meadowbrook School, the Early Childhood Center across the street, Fox Run residents & employees, Lennox subdivision, Brightmoor Church, Novi Christian Academy along with the normal average traffic that uses 13 Mile especially in the morning and late afternoon. They have a confluence of dangerous traffic patterns established here. Fortunately, no one has been seriously hurt. The problem is the speed limit is 45 miles per hour and M-5 is 55 miles per hour. That's a difference of only ten miles per hour. However, from Novi Road to Meadowbrook, the speed limit is 40. He wondering why it was increased to 45 in front of Fox Run. There's other hazards. The topography from M-5 has a hill so you can't see the approaching traffic until they're at the top of the hill racing down doing 45 or maybe 50 miles an hour. It makes turning left a hazard because there is a school across the street making a left turn and Fox Run is making a left turn. The effect is that two cars are forced to be pointing at each other in opposite directions. There's only one school sign and it's on the west end of 13 Mile, west of Meadowbrook Road. There is no sign from M-5 to west Meadowbrook Road. Today he saw a sign on Novi Road between 13 and 14 Mile that said school speed 35 miles an hour. He's asking for some consideration with the traffic department of Novi to come and do an assessment. He realized there can't be a traffic light there, but they can certainly identify the hazard condition with another sign or two yellow signs and perhaps lowering the speed limit to 35 because it's been done on Novi Road. He's 87 years old and his reaction time isn't as good as it was.

David Merrion, 41320 Fox Run, is a five year resident of Fox Run. He doesn't know why there aren't signs or something at 11 Mile and Meadowbrook that says 11 Mile or Meadowbrook or directions to Town Center so at least those who are coming from Fox Run have some idea where they're going.

Eleanor Kuhn wanted to thank Council for People's Express. This has been such a wonderful help for her personally. She just moved here from Richmond, Virginia where they had free bus service from downtown but not out to the suburbs. She hopes it continues and grows because it has been wonderful. Their Taxi fees were running between $30 and $60 to go to a doctor and that seemed a bit too much. This is a big help.

Bob James is a six year resident of Fox Run. He's in charge of a Veterans group at Fox Run. He wanted to thank Council for all they do for the Veterans in Novi. They really appreciated the picnic, the Veterans Day luncheon and the parade. He said Council has heard some complaints tonight and wanted to give them an attaboy. The Mayor said Director Muck of Parks and Recs and his team is in charge of all of those activities so kudos to him.

CONSENT AGENDA REMOVALS AND APPROVALS:

A. Approve Minutes of:
   January 6, 2025 - Regular Meeting

B. Approval of contract award to Accuform Printing & Graphics to design, produce and distribute Engage three times per year in the amount of $62,964.00 annually for one year, with the option for two renewals. **(REMOVED AND LATER APPROVED)**

C. Consideration of contracts for as needed Supplemental Building and Trade Inspections, Plan Review services, with Carlisle Wortman and McKenna, and to amend the fee schedule.

D. Approval of claims and warrants – Warrant 1172

CM 25-01-08 **Moved by Casey, seconded by Thomas; MOTION CARRIED: 7-0**

To approve the consent agenda as amended.

Roll call vote on CM 25-01-08 **Yeas: Gurumurthy, Heintz, Smith, Staudt, Thomas, Fischer, Casey**
Nays: None

MATTERS FOR COUNCIL ACTION:

1. Appointments to Boards and Commissions

Mayor Fischer nominated Brian Bartlett and Mark Sturing for reappointment to the Library Board.

CM 25-01-09 **Moved by Casey, seconded by Staudt; MOTION CARRIED: 7-0**

Approval of the reappointment of Brian Bartlett and Mark Sturing to the Library Board.

Roll call vote on CM 25-01-09 **Yeas: Heintz, Smith, Staudt, Thomas, Fischer, Casey, Gurumurthy**
Nays: None

2. Approval of resolution to authorize Budget Amendment #2025-3

City Manager Cardenas stated that this is a largely administrative request from Council to move money around from different funds. What they have is a request that does not impact fund balances from the general fund, major street or local street funds. Nearly 70% of the charges in the general fund are related to personnel matters like overtime for large events (like the presidential candidate visit or the state fair) or payouts to retiring employees. The costs are also associated with the recruiting efforts for new firefighters. They're still projecting at the end of the fiscal year that the fund balance for the general fund will be at 30%, which is a level that was outlined in the Council's revised policy adopted last year.

Member Gurumurthy commented that it was good that the overall fund balance impact is zero. It's true that certain things in budget is hard to predict in terms of some of the unplanned costs and it's always going to be that way. Going through several items on the budget amendment, she noticed that there are items like aerial imagery subscriptions or property tax on City owned property. She were a couple of items that she was going to request if they could go through the list of amendments and find out or identify some of the items that could be avoided in the future. Mayber there is some process that they can change or put in place well in advance. That's her request.

Mayor Fischer stated that he thinks it's appropriate that they have this budget amendment as they're gearing up to start their budget discussions. He sees a lot of these expenses are going up and he would say that they are lucky that they ended up seeing increased interest income to offset those. They have a net zero impact on the fund balance. Put another way, if all of the costs were

controlled and they all of a sudden got $500,000 more interest income then City Council would have more prerogative in saying what they should be spending that money on. He's always said that when they see these one time type of increases, they should be able to spend on one time types of items, capital items like cars, trucks, improvements to the parks. He feels that they've gone from a position of having a lot of money because of grant funding and different things over the last couple of years and that isn't the case anymore. The money isn't flowing down from different entities. He thinks that they need to be more careful on the cost side and would implore Mr. Cardenas that as he goes through the budget process, to consider expenses and when he brings them forward. The Mayor understands there are going to be controllable and non-controllable costs just like on the revenue side. He also understands that they had a situation in the police department where they have an investigation due to the state fair and that Council has made it a priority to retain and recruit to make sure they have the right level of staffing in the public safety. There's going to be times when he would say they're comfortable as a council spending that fund balance. He's not sure that all of the expenses in that side have been fully scrutinized. He would encourage them to start looking at it from that perspective. If he went home today and told his wife that he got a $500 bonus but already spent it already, he doesn't think she'd be happy with him and that's how he views how this budget amendment has been proposed. Those are just some general comments as they enter the budget negotiations coming up.

CM 25-01-10 **Moved by Casey, seconded by Thomas; MOTION CARRIED: 7-0**

Approval of resolution to authorize Budget Amendment #2025-3

Roll call vote on CM 25-01-10 **Yeas: Smith, Staudt, Thomas, Fischer, Casey, Gurumurthy, Heintz**
Nays: None

3. Approval to award engineering design services to Spalding DeDecker for the design of Ella Mae Power Park Pathway Reconstruction and Parking Lot Rehabilitation, in the amount of $39,775.

The City Manager stated that this is just for the design of this project. This was spread over two different years. So far, it's looking good in terms of the estimates so it's going to be coming under budget. This will be taking place this construction year. It's going to start in fiscal year 2025 and end in 2026 as it will be constructed this summer. This will come out of Parks and Recs & Cultural Services Fund. Most importantly, this will address some drainage issues that are taking place on the south side of the park.

Member Smith noticed that the lifetime of what's listed in the packet is eight years and asked if this was an expected replacement or is it unusually early. Mr. Cardenas responded that this was eight years from one of the rehabs close to the neighborhood and that most of the network has been around for some time so the last time they touched it was eight years ago. Prior to that most of it existed for quite some time.

CM 25-01-11 **Moved by Thomas, seconded by Smith; MOTION CARRIED: 7-0**

Approval to award engineering design services to Spalding DeDecker for the design of Ella Mae Power Park Pathway Reconstruction and Parking Lot Rehabilitation, in the amount of $39,775.

Roll call vote on CM 25-01-11 **Yeas: Staudt, Thomas, Fischer, Casey, Gurumurthy, Heintz, Smith**
Nays: None

CONSENT AGENDA REMOVALS

B. Approval of contract award to Accuform Printing & Graphics to design, produce and distribute Engage three times per year in the amount of $62,964.00 annually for one year, with the option for two renewals.

Member Gurumurthy commented that the magazine Engage is something that she looks forward to and what she understands through this agenda item is that there have been five additions and now it's going to be three. She wants to make sure Council talks through it in terms of impact. She sees that 80% of the registration for all programming comes through Engage. She asked to be reminded when the five times were Engage Magazine went out and what's the new proposal in terms of timing. City Manager Cardenas responded that the magazine used to go out quarterly with one extra during the holidays. This is twofold in terms of the amount put into it and in terms of the reward they get. There are the registrations that come in, but they've also seen a lot of waste. In terms of their sustainability, this was an effort to condense it, in collaboration with the Parks department. They were able to condense it down to three different versions so they can still get the word out and get the registrations coming in. If you are someone like him that lived in a community that had a PO box, you would go to the mailbox and see the trash bins filled with Engage magazines. This was an effort to still meet the goal of getting the registrations & information out there to the residents and at the same time meet the sustainability goals as set forth by the Council. Maybe they need to go digital in terms of information sharing. He believes there will be a spring/summer issue that will be combined into one, a late April issue and then a winter edition as well. Member Gurumurthy confirmed that the programming with be distributed between the three editions and asked the City Manager if he sees any impact or are there some other ways they are going to digitally promote this. Mr. Cardenas replied that they will still be trying to direct people to the Engage online. It's a good user-friendly version that people can flip through almost like a book in hand. This was scrutinized and looked over by Ms. Walsh Malloy, the Communications Director in concert with the Parks Director who carries a heavy stick so they're very cognizant of that to make sure they don't disrupt the Parks budget in terms of registration, but they all seem comfortable in moving in this direction and presenting to Council for their consideration. Member Gurumurthy said one thing she'd like to request to consider would be, instead of an entire edition, maybe there is a postcard or something that goes with a QR code that people can scan and look at a digital version.

CM 25-01-12 **Moved by Gurumurthy, seconded by Casey; MOTION CARRIED: 7-0**

Approval of contract award to Accuform Printing & Graphics to design, produce and distribute Engage three times per year in the amount of $62,964.00 annually for one year, with the option for two renewals.

Member Thomas said that since they are discussing this, it would be a good opportunity to promote the work that the communications staff is doing. They have a ton of social media presence and different ways to give input. Please check out the Novi Facebook page, check out the digital magazines and get the digital monthly newsletter that can be emailed out to you and let you know what programs are coming up each month.

Roll call vote on CM 25-01-12 **Yeas: Thomas, Fischer, Casey, Gurumurthy, Heintz, Smith, Staudt**
Nays: None

AUDIENCE COMMENTS:

Sue Weston, 41130 Fox Run, has lived at Fox Run for almost two years. She feels honored that the City of Novi held their council meeting there.

Connie Wesley said she enjoys reading Engage but know they end up in the trash a lot. She suggested that perhaps they could have several copies of at the desk or in their library to save on tax dollars that obviously they are helping to pay for. Talk to people there to see whether that would be a good option to save paper and have it available for people who want it.

David Landry, 45471 Kimberly Court, is present on behalf of the Friends of Villa Barr. He wants to address item #2 under the Mayor and Council's issues, the Villa Barr Art Park Pathways. Everyone is familiar with Villa Barr. It's a wonderful passive park in the City. There are no other cities that he's aware of that have such an art park. The Parks and Recreation department in the City does a wonderful job. There are several active parks with soccer fields and baseball fields, but in Novi they also have a passive park where people can enjoy over 30 pieces of sculpture. They encourage anybody and everybody to come and bring their family members. One of the issues is mobility. Around the park there are pathways, but they are currently gravel and large sorts of rocks. If you have any kind of mobility problems, that's very difficult, especially if you have a walker or an amigo. He's ecstatic to see this on the agenda. He's given several tours of the art park. If Council is seriously considering the pathways, please complete it all the way around the lake because there are no pathways on the far side of the lake, and they really need to complete the loop.

COMMITTEE REPORTS:

1. Public Utilities and Technology Committee

Member Thomas said they held a meeting on January 19th. Sheryl Walsh joined them to discuss details about getting community input through FlashVote. Farmington Mayor LaRussa also joined them to discuss some of the work DTE has done with Farmington to bring fiber internet to their community.

2. Environmental Sustainability Committee

Member Smith said they met on January 15. They had representatives from AECOM environmental team talk to them about the possibility of bringing a consultant in to help develop the Environmental Sustainability Master Plan. That's something that will be discussed more by the committee in the upcoming weeks. They also discussed ways to improve hazardous waste material handling, food waste, yard waste disposal for the residents and ways to make it easier for people to bring in their hazardous waste materials and possibly something with food waste rather than through it in the garbage.

MAYOR AND COUNCIL ISSUES:

1. Sale of City Senior Transit Buses and Villa Barr Art Park Pathways

Mayor Fischer said part of the process when they decided to move to the People's Express was to get rid of some of the assets that previously supported the public transit service they provided. They sold several buses, and they've now received just over $75,000, which they added back to the Parks and Rec budget. This goes along with what he was saying about his thoughts on how the budget should work and how they should have thought through the budget amendment. They sold capital assets that were designed for assisting seniors. It's incumbent upon them to take those funds and make sure that they are investing them not in some ongoing cost but that one-time revenue should be matched with a one-time expense. They heard from former Mayor Landry tonight and a prime opportunity would be to take that $75,000 and consider it to be seed money toward paving the pathways at Villa Barr Art Park. The other thing he recognized tonight in the budget amendment is this general fund no longer requires a $25,000 subsidy from the general fund to the parks fund to pay for the senior transit. That's another $25,000 that they should be able to scoop up and include that. He's personally willing to go to the Parks Foundation and see if they are willing to match some of those funds. Lastly, it's his understanding that in the budget, they have about $200,000 allocated for senior transit but the subsidies this year are only going to cost them much less so there are more savings there. Because of the move to PEX, that frees up money in their budget. It's incumbent upon them to maybe use some of that budget to do something that'll primarily not just help seniors, but anyone with mobility issues. It'll make that park more enjoyable for all Novi residents. He asked the City Manager if he had an estimate of what the pathway would cost. Mr. Cardenas responded that after discussing it with Mr. Muck, they're looking around $200,000 for concrete as asphalt would not be an option due to the park's topography. The Mayor asked the City Manager to package it up for Council's deliberation in the near future.

Member Smith said additional parking is also needed at the park. The Mayor said realistically they should start small but keep it on the radar.

Mayor Pro Tem Casey said AARP just released their community grant program and doesn't know if this project would fall underneath that, but it might be something to investigate.

COMMUNICATIONS: None

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 8:06 P.M.

_____
Cortney Hanson, City Clerk

_____
Justin Fischer, Mayor

Date approved: February 10, 2025

_____
Transcribed by Becky Dockery,
Account Clerk

CITY OF NOVI CITY COUNCIL
FEBRUARY 10, 2025

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

KEY HIGHLIGHTS:

- The License Agreement that authorizes the location of early voting to be at the Civic Center expired 12/1/2024.
- The separate Agreement for Election Services with Oakland County to host an early voting site serving City of Novi, Novi Township, and City of Northville does not have an expiration and remains in place.

BACKGROUND INFORMATION:

In 2023, the City of Novi entered into an Agreement for Election Services with Oakland County, Township of Novi and City of Northville for the purpose of operating an early voting site. That agreement had no fixed termination date. Along with that agreement, the City entered into an Early Voting Facility License Agreement for the use of the Novi Civic Center as the early voting location, which expired on December 1, 2024. In order to maintain the location of the early voting site at the Civic Center, staff recommends City Council approve the enclosed agreement.

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. Notwithstanding anything in this Agreement, Licensor shall have reasonable access to the Property for other purposes and/or uses during the term of this Agreement so long as such purposes and/or uses are consistent with and do not interfere with Licensee's use.

   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, 2026 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 possession of 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 the placement of political signage 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 includes all costs associated with Licensee's use of the Property 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
FEBRUARY 10, 2025

SUBJECT: Approval of the final payment to T & M Asphalt Paving, Inc. for the Meadowbrook Commons and Wildlife Woods Pickleball Courts and Parking Lot Expansion project.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division
Parks, Recreation and Cultural Services

KEY HIGHLIGHTS:

- Construction was performed on budget.
- Meadowbrook Commons courts constructed and opened prior to commencement of Wildlife Woods Park courts.
- Expansion of the existing parking lots at both locations included with court construction.
- Inclusion of benches, shade canopies, stairs, and walkways at both locations.

FINANCIAL IMPACT

	FY 2024/25
EXPENDITURE REQUIRED	**$ 99,593.19**
BUDGET	
Senior Housing Fund- Meadowbrook Commons	**$ 39,119.98 Expense** **$ 51,071.24 Retainage**
Capital Improvement Fund- Wildlife Woods Park	**$ 4,703.76 Expense**
APPROPRIATION REQUIRED	**$0**
FUND BALANCE IMPACT	**$0**

BACKGROUND INFORMATION:

Pickleball's popularity has grown rapidly in recent years, including in Novi. The City's first four pickleball courts, located in Wildlife Woods Park, are used frequently. Pickleball is also popular among older adults. The PRCS Department was approved for a $150,000

grant from the Oakland County Senior Centers Grant Program for the development of pickleball courts at the Meadowbrook Commons Activity Center.

PRCS and DPW Engineering staff worked with engineering consultant, Spalding DeDecker, on the design of pickleball courts and expanded parking at both Wildlife Woods Park and Meadowbrook Commons Activity Center. Four (4) pickleball courts were added to each location, along with benches, shade canopies, and stairs and/or walkways to adjacent parking lots. The project also included the expansion of the existing parking lots, since both locations had a need for additional parking spaces.

Per City Council direction, the contractor was to build the courts at the Meadowbrook Commons facility first while leaving the existing courts at Wildlife Woods Park available for play. The contractor completed the Meadowbrook Commons courts and opened them for immediate play in June of 2024, prior to starting construction of the Wildlife Woods courts. In the pre-construction meeting, the contractor was hoping to construct both locations at the same time. So, the construction timeline doubled. The Wildlife Woods courts were completed in October of 2024.

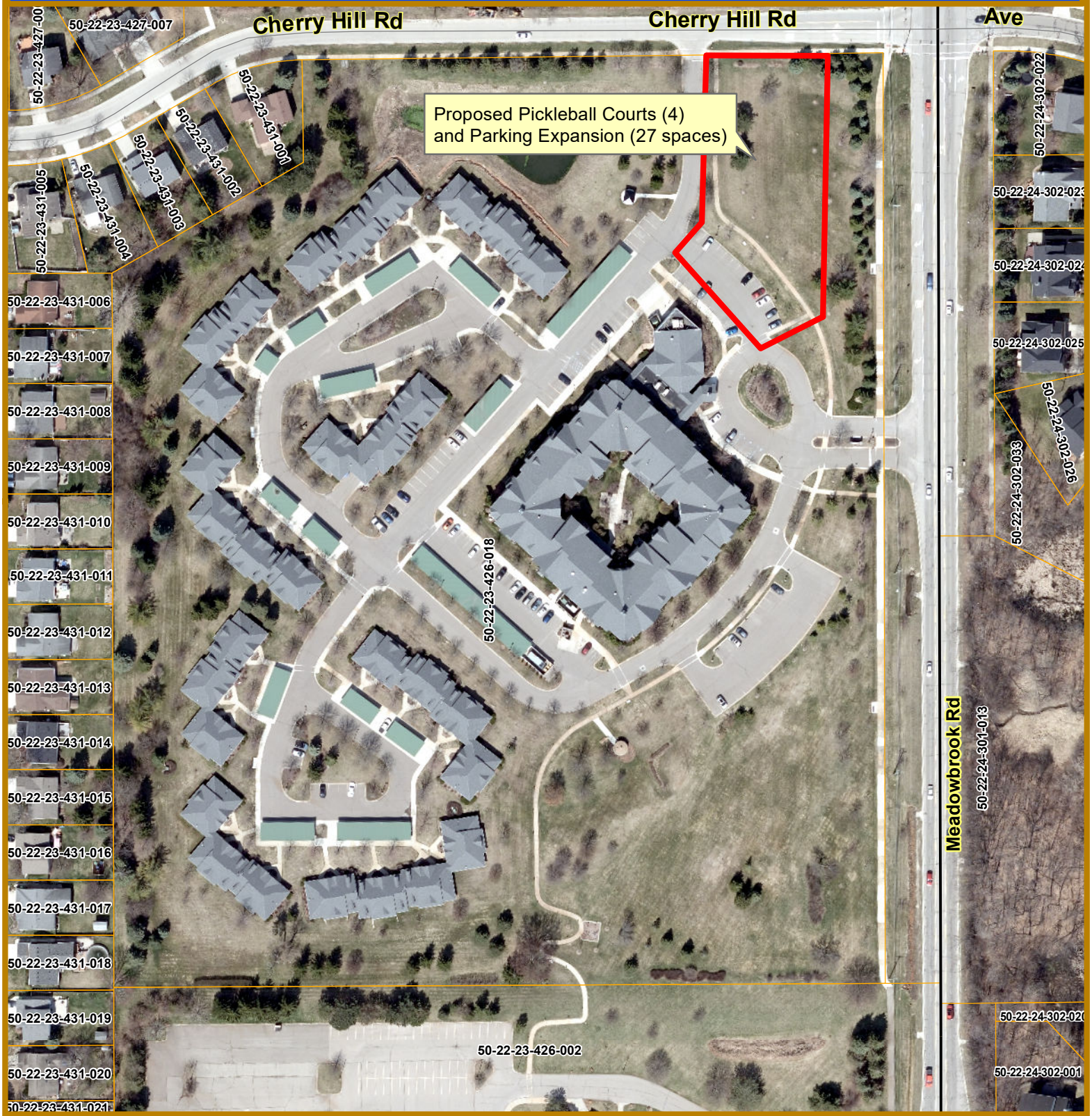
The construction contract was awarded at the February 12, 2024, City Council meeting to T & M Asphalt Paving, Inc., in the amount of $1,116,150.75. Staff worked with the engineering consultant for this project, Spalding DeDecker & Associates, to review and verify the final contract amount of $99,593.19 that is due to the contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, January 22, 2025).

There were five (5) approved change orders issued resulting in an overall increase of $4,099.24 or 0.37% over the awarded amount. The approved change orders resulted in a final contract price of $1,120,249.99 for the contract.

RECOMMENDED ACTION: Approval of the final payment to T & M Asphalt Paving, Inc. for the Meadowbrook Commons and Wildlife Woods Pickleball Courts and Parking Lot Expansion project, in the amount of $99,593.19, plus interest earned on retainage.

Meadowbrook Commons Pickleball Courts and Parking Expansion

Location Map



Map Author: Runkel
Date: 1-30-24
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.

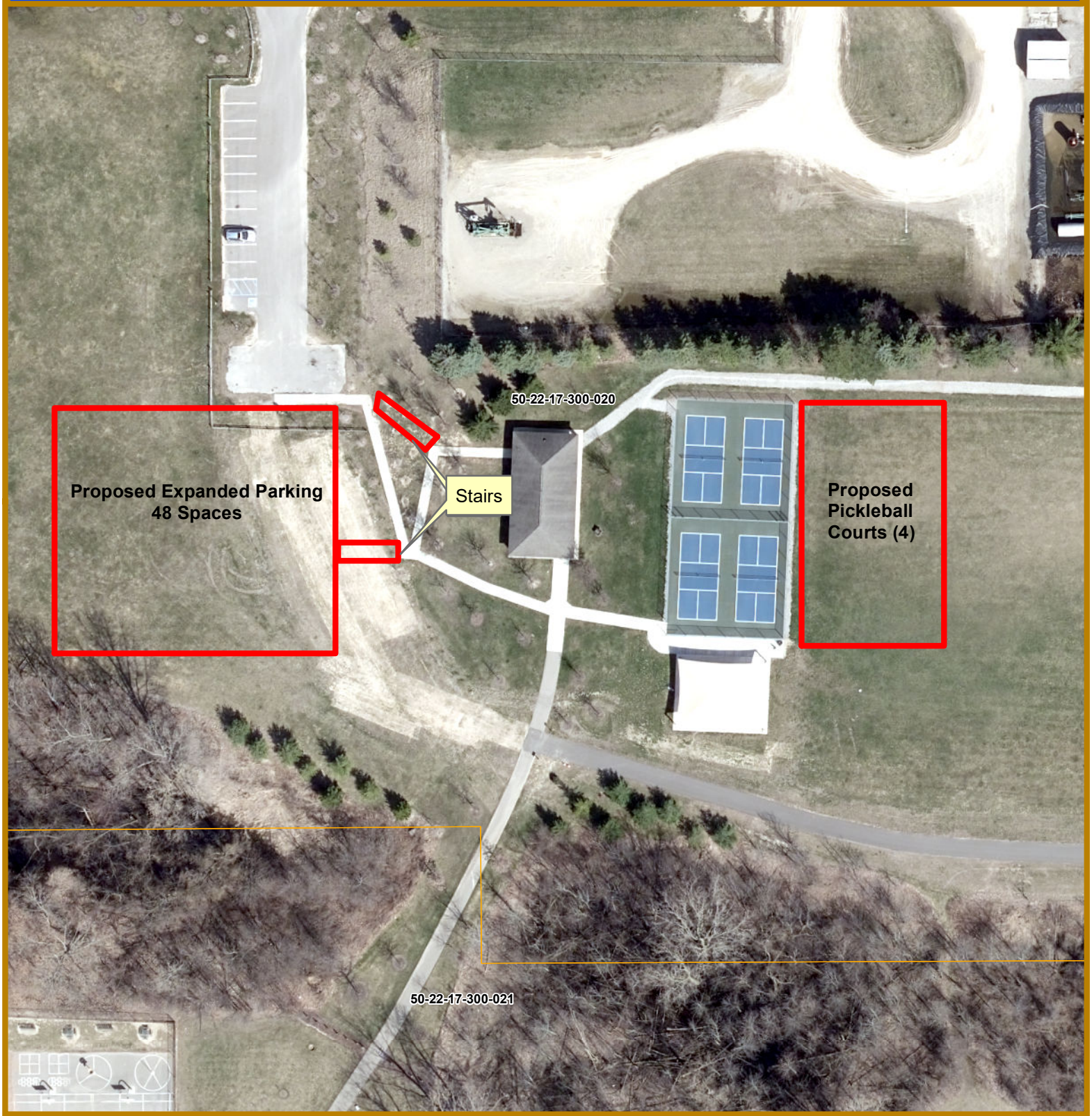
Project Area

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

0 30 60 120 180
Feet
1 inch = 145 feet

Wildlife Woods Pickleball Courts and Parking Expansion

Location Map



Map Author: Runkel
Date: 1-30-24
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.

Project Area

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

0 12.5 25 50 75
Feet
1 inch = 68 feet

WILDLIFE WOODS PARK

Before – Location of new courts

Before – Existing near ball diamonds

Before – west side at proposed parking lot expansion

Before – near lacrosse fields and proposed parking lot expansion

During – Pumping concrete for new courts

After – New courts complete

After – Looking east at new parking lot expansion and concrete stairs

After – Looking west at new parking lot expansion and concrete stairs

MEADOWBROOK COMMONS

Before – Existing conditions

During – Pumping concrete for new courts

After – Looking east towards Meadowbrook Road of completed courts

After – Looking north towards Cherry Hill Road of completed courts

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

January 22, 2025

Aaron Staup, Construction Engineer
City of Novi
Department of Public Works
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: ***Meadowbrook Commons & Wildlife Woods Pickleball Courts & Parking Lots*** **- Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the Meadowbrook Commons & Wildlife Woods Pickleball Courts & Parking Lots Project:

1. Application for Final Payment
2. Contractor's Sworn Statement
3. Waivers of Lien
4. Consent of Surety to Final Payment
5. Maintenance Bond Rider

The closing documents appear to be in order. The Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final check. 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
Enclosure
C: Cortney Hanson, Clerk (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Megan Mikus, Deputy Director of Public Works (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

CITY OF NOVI

Balance Due This Payment = $ 99,593.19

PURCHASE ORDER NO.
97421

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: Mead. Commons & Wildlife Woods Pickleball Courts & Parking Lots
NOVI PROJECT NO.: 24-8102
CIP NO.: ENG092 & ENG082
PAYMENT NO.: FINAL

OWNER: City of Novi, 45175 W. Ten Mile Road, Novi, Michigan 48375
ENGINEER: Spalding DeDecker, 905 South Boulevard East, Rochester, Michigan 48037, (248) 844-5400
CONTRACTOR: T & M Asphalt Paving, Inc., 4755 Old Plank Road, Milford, Michigan 48381, (248) 684-2300

CONTRACT AMOUNT
ORIGINAL: $1,116,150.75
REVISED: $1,120,249.99

FINAL COMPLETION DATES
ORIGINAL: October 16, 2024
REVISED: December 11, 2024
ACTUAL: December 11, 2024

DATES OF ESTIMATE
FROM: November 4, 2024
TO: December 12, 2024

SECTION 1. **COST OF COMPLETED WORK TO DATE**

Item No.	Div. 1 - Meadowbrook Commons Pickleball/Parking GL# 574-000.00-977.110 Description of Item	Unit	CONTRACT ITEMS (Original) Quantity	Cost/Unit	Total Amt	CONTRACT ITEMS (Revised) Quantity	Cost/Unit	Total Amt	THIS PERIOD Quantity	Amount	%	TOTAL TO DATE Quantity	Amount	%
0	Crew Days - Division 1 - Mdbrk Coms	CD	40.00	$ 800.00	$ 32,000.00	43.00	$ 800.00	$ 34,400.00				35.50	$ 28,400.00	83%
0	Crew Days - Division 2 - Wldlf Woods	CD	36.00	$ 800.00	$ 28,800.00	38.00	$ 800.00	$ 30,400.00				43.00	$ 34,400.00	113%
0	Crew Days - Division 3	CD	0.00	$ 800.00		0.00	$ 800.00	$ -				0.00		
0	Crew Days - Division 4	CD	0.00	$ 800.00		0.00	$ 800.00	$ -				0.00		
0	Crew Days - Division 5	CD	0.00	$ 800.00		0.00	$ 800.00	$ -				0.00		
	TOTAL CREW DAYS		**76.00**	**$ 800.00**	**$ 60,800.00**	**81.00**	**$ 800.00**	**$ 64,800.00**	**0.00**			**78.50**	**$ 62,800.00**	**97%**
100	Bonds, Insurance & Mobilization (10%)	LS	1.00	$ 31,000.00	$ 31,000.00	1.00	$ 31,000.00	$ 31,000.00				1.00	$ 31,000.00	100%
101	Pre-Construction Audio/Visual	LS	1.00	$ 850.00	$ 850.00	1.00	$ 850.00	$ 850.00				1.00	$ 850.00	100%
102	Tree, Rem, 19-inch to 36-inch	EA	6.00	$ 1,400.00	$ 8,400.00	3.00	$ 1,400.00	$ 4,200.00				3.00	$ 4,200.00	100%
103	Soil Erosion & Sedimentation Control	LS	1.00	$ 2,500.00	$ 2,500.00	1.00	$ 2,500.00	$ 2,500.00				1.00	$ 2,500.00	100%
104	Tree Protection	LF	800.00	$ 3.50	$ 2,800.00	586.00	$ 3.50	$ 2,051.00				586.00	$ 2,051.00	100%
105	Curb and Gutter, Remove	LF	340.00	$ 10.00	$ 3,400.00	344.00	$ 10.00	$ 3,440.00				344.00	$ 3,440.00	100%
106	Pavement, Remove	SY	425.00	$ 8.00	$ 3,400.00	301.67	$ 8.00	$ 2,413.36				301.67	$ 2,413.36	100%
107	Sidewalk, Remove	SY	165.00	$ 10.00	$ 1,650.00	181.11	$ 10.00	$ 1,811.10				181.11	$ 1,811.10	100%
108	Excavation, Earth	CY	1100.00	$ 38.00	$ 41,800.00	1359.00	$ 38.00	$ 51,642.00				1359.00	$ 51,642.00	100%
109	Subgrade Undercut (As-Needed)	CY	100.00	$ 70.00	$ 7,000.00	0.00	$ 70.00	$ -				0.00		
110	Geogrid, TriAx TX5	SY	2814.00	$ 7.00	$ 19,698.00	1066.22	$ 7.00	$ 7,463.54				1066.22	$ 7,463.54	100%
111	Agg Base, 21AA Limestone, 4-inch	SY	264.00	$ 13.00	$ 3,432.00	1256.97	$ 13.00	$ 16,340.61				1256.97	$ 16,340.61	100%
112	Agg Base, 21AA Limestone, 8-inch	SY	2814.00	$ 16.25	$ 45,727.50	1489.91	$ 16.25	$ 24,211.04				1489.91	$ 24,211.04	100%
113	Underdrain, 4-inch w/geo-trenchwrap	LF	436.00	$ 21.25	$ 9,265.00	407.00	$ 21.25	$ 8,648.75				407.00	$ 8,648.75	100%
114	Underdrain, 6-inch w/geo-trenchwrap	LF	66.00	$ 25.00	$ 1,650.00	66.00	$ 25.00	$ 1,650.00				66.00	$ 1,650.00	100%
115	HMA, 4EL	TON	145.00	$ 142.00	$ 20,590.00	210.84	$ 142.00	$ 29,939.28				210.84	$ 29,939.28	100%
116	HMA, 5EL	TON	242.00	$ 153.00	$ 37,026.00	147.48	$ 153.00	$ 22,564.44				147.48	$ 22,564.44	100%
117	Conc Pavt, Non-Reinf, 6-inch	SY	25.00	$ 72.00	$ 1,800.00	89.77	$ 72.00	$ 6,463.44				89.77	$ 6,463.44	100%
118	Reinforced Court Pavement	SF	9000.00	$ 9.50	$ 85,500.00	9000.00	$ 9.50	$ 85,500.00				9000.00	$ 85,500.00	100%
119	Acrylic Resurfacer, As-Needed	GAL	50.00	$ 1.00	$ 50.00	50.00	$ 1.00	$ 50.00				50.00	$ 50.00	100%
120	Liquid Acrylic Surface	SF	9000.00	$ 1.90	$ 17,100.00	9000.00	$ 1.90	$ 17,100.00				9000.00	$ 17,100.00	100%
121	Curb and Gutter, Conc, Det F2	LF	371.00	$ 31.00	$ 11,501.00	362.00	$ 31.00	$ 11,222.00				362.00	$ 11,222.00	100%
122	Sidewalk, Conc, 4-inch	SF	1174.00	$ 7.00	$ 8,218.00	1396.00	$ 7.00	$ 9,772.00				1396.00	$ 9,772.00	100%
123	Integral Concrete Curb & Walk	SF	1196.00	$ 8.50	$ 10,166.00	1157.00	$ 8.50	$ 9,834.50				1157.00	$ 9,834.50	100%
	TOTAL THIS SHEET				$ 374,523.50			$ 350,667.06		$ -			$ 350,667.06	100%

CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: Mead. Commons & Wildlife Woods Pickleball Courts & Parking Lots
NOVI PROJECT NO.: 24-8102
CIP NO.: ENG092 & ENG082
PAYMENT NO.: FINAL

SECTION 1. **COST OF COMPLETED WORK TO DATE**

Item No.	Div. 1 - Meadowbrook Commons Pickleball/Parking GL# 574-000.00-977.110 Description of Item	Unit	CONTRACT ITEMS (Original) Quantity	Cost/Unit	Total Amt	CONTRACT ITEMS (Revised) Quantity	Cost/Unit	Total Amt	THIS PERIOD Quantity	Amount	%	TOTAL TO DATE Quantity	Amount	%
124	Pickleball Net, Complete	EA	4.00	$ 3,500.00	$ 14,000.00	4.00	$ 3,500.00	$ 14,000.00				4.00	$ 14,000.00	100%
125	Chain Link Fence, 8-foot	LF	443.00	$ 64.00	$ 28,352.00	443.00	$ 64.00	$ 28,352.00				443.00	$ 28,352.00	100%
126	Single Gate, 8-foot	EA	2.00	$ 3,650.00	$ 7,300.00	2.00	$ 3,650.00	$ 7,300.00				2.00	$ 7,300.00	100%
127	Pavt Mrkg, Thermo, 4-inch, White	LF	808.00	$ 4.25	$ 3,434.00	808.00	$ 4.25	$ 3,434.00				808.00	$ 3,434.00	100%
128	Court Line Paint	LF	792.00	$ 3.25	$ 2,574.00	792.00	$ 3.25	$ 2,574.00				792.00	$ 2,574.00	100%
129	Bench	EA	4.00	$ 1,875.00	$ 7,500.00	4.00	$ 1,875.00	$ 7,500.00				4.00	$ 7,500.00	100%
130	10'x14' Fabric Shade Shelter, Complete	EA	4.00	$ 15,865.00	$ 63,460.00	4.00	$ 15,865.00	$ 63,460.00				4.00	$ 63,460.00	100%
131	Bike Rack	EA	1.00	$ 800.00	$ 800.00	1.00	$ 800.00	$ 800.00				1.00	$ 800.00	100%
132	Restoration	LS	1.00	$ 25,000.00	$ 25,000.00	1.00	$ 25,000.00	$ 25,000.00				1.00	$ 25,000.00	100%
133	Conduit, Fiberglass, 2-inch	LF	152.00	$ 40.00	$ 6,080.00	151.00	$ 40.00	$ 6,040.00				151.00	$ 6,040.00	100%
134	Light, Standard Foundation	EA	2.00	$ 2,200.00	$ 4,400.00	2.00	$ 2,200.00	$ 4,400.00				2.00	$ 4,400.00	100%
135	Light, Standard Shaft, 30-foot or less	EA	2.00	$ 5,600.00	$ 11,200.00	2.00	$ 5,600.00	$ 11,200.00				2.00	$ 11,200.00	100%
136	Light, Standard Shaft, Rem & Salv	EA	2.00	$ 1,150.00	$ 2,300.00	2.00	$ 1,150.00	$ 2,300.00				2.00	$ 2,300.00	100%

CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: Mead. Commons & Wildlife Woods Pickleball Courts & Parking Lots

NOVI PROJECT NO.: 24-8102

CIP NO.: ENG092 & ENG082

PAYMENT NO.: FINAL

SECTION 1. **COST OF COMPLETED WORK TO DATE**

Item No.	Div. 2 - Wildlife Woods Pickleball/Parking GL# 401-752.00-977.112 Description of Item	Unit	CONTRACT ITEMS (Original) Quantity	Cost/Unit	Total Amt	CONTRACT ITEMS (Revised) Quantity	Cost/Unit	Total Amt	THIS PERIOD Quantity	Amount	%	TOTAL TO DATE Quantity	Amount	%
200	Bonds, Insurance & Mobilization (10%)	LS	1.00	$ 36,000.00	$ 36,000.00	1.00	$ 36,000.00	$ 36,000.00				1.00	$ 36,000.00	100%
201	Pre-Construction Audio/Visual	LS	1.00	$ 850.00	$ 850.00	1.00	$ 850.00	$ 850.00				1.00	$ 850.00	100%
202	Soil Erosion & Sedimentation Control	LS	1.00	$ 2,500.00	$ 2,500.00	1.00	$ 2,500.00	$ 2,500.00				1.00	$ 2,500.00	100%
203	Tree Protection	LF	180.00	$ 4.50	$ 810.00	234.00	$ 4.50	$ 1,053.00				234.00	$ 1,053.00	100%
204	Tree, Rem, 6-inch to 18-inch	EA	10.00	$ 400.00	$ 4,000.00	10.00	$ 400.00	$ 4,000.00				10.00	$ 4,000.00	100%
205	Curb and Gutter, Remove	LF	36.00	$ 15.00	$ 540.00	0.00	$ 15.00	$ -				0.00	$ -	
206	Fence, Remove	LF	96.00	$ 5.00	$ 480.00	90.00	$ 5.00	$ 450.00				90.00	$ 450.00	100%
207	Pavement, Remove	SY	36.00	$ 15.00	$ 540.00	226.44	$ 15.00	$ 3,396.60				226.44	$ 3,396.60	100%
208	Sidewalk, Remove	SY	40.00	$ 20.00	$ 800.00	63.89	$ 20.00	$ 1,277.80				63.89	$ 1,277.80	100%
209	Excavation, Earth	CY	1300.00	$ 38.00	$ 49,400.00	1620.00	$ 38.00	$ 61,560.00				1620.00	$ 61,560.00	100%
210	Subgrade Undercut (As-Needed)	CY	100.00	$ 70.00	$ 7,000.00	37.66	$ 70.00	$ 2,636.20				37.66	$ 2,636.20	100%
211	Agg Base, 21AA Limestone, 4-inch	SY	775.00	$ 13.00	$ 10,075.00	1403.66	$ 13.00	$ 18,247.58				1403.66	$ 18,247.58	100%
212	Agg Base, 21AA Limestone, 8-inch	SY	2650.00	$ 16.25	$ 43,062.50	1862.00	$ 16.25	$ 30,257.50				1862.00	$ 30,257.50	100%
213	Underdrain, 4-inch w/geo-trenchwrap	LF	426.00	$ 21.25	$ 9,052.50	425.00	$ 21.25	$ 9,031.25				425.00	$ 9,031.25	100%
214	HMA, 4EL	TON	168.00	$ 142.00	$ 23,856.00	273.00	$ 142.00	$ 38,766.00				273.00	$ 38,766.00	100%
215	HMA, 5EL	TON	280.00	$ 153.00	$ 42,840.00	157.00	$ 153.00	$ 24,021.00				157.00	$ 24,021.00	100%
216	Reinforced Court Pavement	SF	7200.00	$ 9.50	$ 68,400.00	7200.00	$ 9.50	$ 68,400.00				7200.00	$ 68,400.00	100%
217	Acrylic Resurfacer, As-Needed	GAL	50.00	$ 1.00	$ 50.00	50.00	$ 1.00	$ 50.00				50.00	$ 50.00	100%
218	Liquid Acrylic Surface	SF	7200.00	$ 2.15	$ 15,480.00	7200.00	$ 2.15	$ 15,480.00				7200.00	$ 15,480.00	100%
219	Sidewalk, Conc, 4-inch	SF	4625.00	$ 6.75	$ 31,218.75	4380.00	$ 6.75	$ 29,565.00				4380.00	$ 29,565.00	100%
220	Integral Concrete Curb & Walk	SF	605.00	$ 8.50	$ 5,142.50	588.00	$ 8.50	$ 4,998.00				588.00	$ 4,998.00	100%
221	Pickleball Net, Complete	EA	4.00	$ 3,500.00	$ 14,000.00	4.00	$ 3,500.00	$ 14,000.00				4.00	$ 14,000.00	100%
222	Table, ADA Square, 48-inch	EA	2.00	$ 2,800.00	$ 5,600.00	2.00	$ 2,800.00	$ 5,600.00				2.00	$ 5,600.00	100%
223	Chain Link Fence, 8-foot	LF	400.00	$ 72.00	$ 28,800.00	396.00	$ 72.00	$ 28,512.00				396.00	$ 28,512.00	100%
224	Single Gate, 8-foot	EA	2.00	$ 3,800.00	$ 7,600.00	2.00	$ 3,800.00	$ 7,600.00				2.00	$ 7,600.00	100%
225	Sign, Type II, Remove	EA	1.00	$ 200.00	$ 200.00	1.00	$ 200.00	$ 200.00				1.00	$ 200.00	100%
226	Pavt Mrkg, Thermo, 4-inch, White	LF	1126.00	$ 3.50	$ 3,941.00	1041.00	$ 3.50	$ 3,643.50				1041.00	$ 3,643.50	100%
227	Court Line Paint	LF	792.00	$ 3.25	$ 2,574.00	792.00	$ 3.25	$ 2,574.00				792.00	$ 2,574.00	100%
	TOTAL FROM THIS SHEET				$ 414,812.25			$ 414,669.43		$ -			$ 414,669.43	
	TOTAL FROM OTHER SHEETS				$ 550,923.50			$ 527,027.06		$ -			$ 527,027.06	
	SUBTOTAL				$ 965,735.75			$ 941,696.49		$ -			$ 941,696.49	100%

CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: Mead. Commons & Wildlife Woods Pickleball Courts & Parking Lots

NOVI PROJECT NO.: 24-8102

CIP NO.: ENG092 & ENG082

PAYMENT NO.: FINAL

SECTION 1. **COST OF COMPLETED WORK TO DATE**

Item No.	Div. 2 - Wildlife Woods Pickleball/Parking GL# 401-752.00-977.112 Description of Item	Unit	CONTRACT ITEMS (Original) Quantity	Cost/Unit	Total Amt	CONTRACT ITEMS (Revised) Quantity	Cost/Unit	Total Amt	THIS PERIOD Quantity	Amount	%	TOTAL TO DATE Quantity	Amount	%
228	Bench	EA	4.00	$ 1,875.00	$ 7,500.00	4.00	$ 1,875.00	$ 7,500.00				4.00	$ 7,500.00	100%
229	10'x14' Fabric Shade Shelter, Complete	EA	2.00	$ 16,425.00	$ 32,850.00	2.00	$ 16,425.00	$ 32,850.00				2.00	$ 32,850.00	100%
230	Concrete Stairs, Complete	EA	2.00	$ 36,400.00	$ 72,800.00	2.00	$ 36,400.00	$ 72,800.00				2.00	$ 72,800.00	100%
231	Bike Rack	EA	1.00	$ 800.00	$ 800.00	1.00	$ 800.00	$ 800.00				1.00	$ 800.00	100%
232	Concrete Parking Block, 8-foot	EA	28.00	$ 100.00	$ 2,800.00	31.00	$ 100.00	$ 3,100.00				31.00	$ 3,100.00	100%
233	Sign, R7-8, Complete	EA	4.00	$ 270.00	$ 1,080.00	4.00	$ 270.00	$ 1,080.00				4.00	$ 1,080.00	100%
234	Sign, R7-8P, Complete	EA	1.00	$ 585.00	$ 585.00	1.00	$ 585.00	$ 585.00				1.00	$ 585.00	100%
235	Restoration	LS	1.00	$ 32,000.00	$ 32,000.00	1.00	$ 32,000.00	$ 32,000.00				1.00	$ 32,000.00	100%

CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: Mead. Commons & Wildlife Woods Pickleball Courts & Parking Lots
NOVI PROJECT NO.: 24-8102
CIP NO.: ENG092 & ENG082
PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1. **COST OF COMPLETED WORK TO DATE**

Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS Quantity	Cost/Unit	Total Amt	THIS PERIOD Quantity	Amount	%	TOTAL TO DATE Quantity	Amount	%
137	Additional Sidewalk - Meadowbrook	LS	1	GL#574-000.00-977.110	1.00	$ 6,750.00	$ 6,750.00				1.00	$ 6,750.00	100%
236	Curb Head - Wildlife Woods	LS	2	GL#401-752.00-977.112	1.00	$ 1,506.00	$ 1,506.00				1.00	$ 1,506.00	100%
138	Added Gates - Meadowbrook	LS	1	GL#574-000.00-977.110	1.00	$ 6,195.00	$ 6,195.00				1.00	$ 6,195.00	100%
237	Gates/Fence Work - Wildlife Woods	LS	2	GL#401-752.00-977.112	1.00	$ 13,387.50	$ 13,387.50				1.00	$ 13,387.50	100%
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
	TOTAL FROM THIS SHEET						$ 27,838.50		$ -			$ 27,838.50	
	TOTAL FROM OTHER SHEETS				$ 1,116,150.75		$ 1,092,411.49		$ -			$ 1,092,411.49	
	GRAND TOTAL				**$ 1,116,150.75**		**$ 1,120,249.99**		**$ -**			**$ 1,120,249.99**	**100%**

CITY OF NOVI

PURCHASE ORDER NO.
97421

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Mead. Commons & Wildlife Woods
Pickleball Courts & Parking Lots

NOVI PROJECT NO.: 24-8102
CIP NO.: ENG092 & ENG082

PAYMENT NO.: FINAL

Original Contract Amount:		$	1,116,150.75
Change Orders:		$	4,099.24
Adjusted Contract Amount to Date:		$	1,120,249.99
Total Cost of Work Performed to Date:		$	1,120,249.99
MINUS Retainage:	0%	$	-
MINUS Inspection "Crew Days": To Date	78.50	$	-
This Pay	0.00		
Net Amt. Earned of Contract and Extra Work to Date:		$	1,120,249.99
MINUS L.D.'s: # of days over =		$	-
$ amount/day =	$800		
Subtotal:		$	1,120,249.99
ADD Incentive "Crew Days", if under:		$	-
Subtotal:		$	1,120,249.99
MINUS Amount of Previous Payments:		$	1,020,656.80

1	$	167,113.82
2	$	75,174.16
3	$	215,832.99
4	$	351,326.96
5	$	211,208.88
6		

CHANGE ORDERS

No.	Date		Amount
1	July 17, 2024	$	(28,600.20)
	September 5, 2024	$	8,256.00
3	September 24, 2024	$	19,582.50
4	December 9, 2024	$	5,148.94
5	December 12, 2024	$	(288.00)
6			
7			
8			
9			
10			
	TOTAL:	**$**	**4,099.24**

Inspection "Crew Days" Allowed per Contract:	76.00
Additional "Crew Days" per Change Orders:	5.00
Total Inspection "Crew Days" Allowed:	81.00

BALANCE DUE THIS PAYMENT: **$ 99,593.19**

CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT:	Mead. Commons & Wildlife Woods Pickleball Courts & Parking Lots	**NOVI PROJECT NO.:** **CIP NO.:**	24-8102 ENG092 & ENG082	**PAYMENT NO.:**	FINAL

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all leins, claims, security interest, and encumberences (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lein, claim security interest, or encumberence); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

T & M Asphalt Paving, Inc.
CONTRACTOR - Electronic Signature Certification

Spalding DeDecker
CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

☐ All Full Unconditional Waivers of lien have been received from each subcontractor and/or supplier, reviewed and approved by the Consultant. Also, attached to this Final Payment is a copy of the Contractor's Sworn Statement, Consent of Surety, and a new Maintenance and Guarantee Bond (if the amount is greater than the final contract price) or a Maintenance Bond Rider covering the difference between the final contract price and the awarded amount.

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

107884490

PROJECT: *(Name and address)* Meadowbrook Commons Pickleball Parking and Wildlife Woods Pickleball Parking, Job No NV23-003	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐ ARCHITECT: ☐
	CONTRACT FOR:	CONTRACTOR: ☐
TO OWNER: *(Name and address)* City of Novi 45175 West Ten Mile Road Novi, MI 48375	CONTRACT DATED:	SURETY: ☒ OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Travelers Casualty and Surety Company of America
1441 W Long Lake Rd, Suite 300
Troy, MI 48098
, SURETY,

on bond of
(Insert name and address of Contractor)

T & M Asphalt Paving, Inc.
4755 Old Plank Road
Milford, MI 48381-4066
, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Novi
45175 West Ten Mile Road
Novi, MI 48375
, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 12/16/2024
(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company of America
(Surety)

(Signature of authorized representative)

Attest: Donna Turner
(Seal):

Susan L Small, Attorney-In-Fact
(Printed name and title)

AIA Document G707™ – 1994. Copyright © 1982 and 1994 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 17:40:28 ET on 03/06/2019 under Order No. 2290361541 which expires on 05/23/2019, and is not for resale.
User Notes:
(3B9ADA60)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan L. Small** of **FARMINGTON HILLS**, **Michigan**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **December**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

RIDER

TO BE ATTACHED TO AND FORM PART OF

BOND NO. 107884490

IN FAVOR OF City of Novi

ON BEHALF OF T & M Asphalt Paving, Inc.

EFFECTIVE 2/27/2024

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

THE SURETY, Travelers Casualty and Surety Company of America hereby gives its consent to:

Increase Bond Amount to $1,181,049.99 from $1,176,950.75.

EFFECTIVE: 12/16/2024

PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified and that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

SIGNED, AND SEALED 12/16/2024

Travelers Casualty and Surety Company of America
Surety

Susan L Small Attorney-In-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan L. Small** of **FARMINGTON HILLS**, **Michigan**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021,** before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **December**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SWORN STATEMENT

STATE OF MICHIGAN } SS
COUNTY OF OAKLAND }

Alex Zuker, being duly sworn, deposes and says:

That T & M Asphalt Paving, Inc. is the contractor for an improvement to the following described real property situated in Oakland County, Michigan, described as follows:

Novi Pickleball Courts & Parking Lots
Meadowbrook Commons / Wildlife Woods
Novi, MI
Project Number: 924106

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages of fringe benefits and witholdings is due but unpaid, with whom the contractor has contracted for performance under the contract with the Owner or Lessee thereof, and that the amounts due to the person as of the date hereof are correctly and fully set forth opposite their names, as follows:

NAME ADDRESS AND PHONE NUMBER OF SUBCONTRACTOR SUPPLIER	TYPE OF IMPROVEMENT	TOTAL CONTRACT PRICE	AMOUNT ALREADY PAID	AMOUNT CURRENTLY OWING	BALANCE TO COMPLETE	AMOUNT OF LABORER WAGES DUE BUT UNPAID	AMOUNT OF LABORER FRINGE BENEFITS AND WITHHOLDING DUE BUT UNPAID
TR Transport	Aggregate	67,688.49	67,688.49	0.00	0.00		
Superior Material Inc	Concrete	69,448.02	69,448.02	0.00	0.00		
Cadillac Asphalt	Asphalt	69,412.98	69,412.98	0.00	0.00		
Patriot Ready Mix	Concrete	16,575.22	16,575.22	0.00	0.00		
Tyler Construction	Restoration	23,406.00	23,406.00	0.00	0.00		
Shamrock Fence	Fence	83,472.50	83,472.50	0.00	0.00		
Industrial Commercial	Pvmt Markings	13,045.00	13,045.00	0.00	0.00		
Goddard Sport Surfaces	Court Surfacing	66,420.24	66,420.24	0.00	0.00		
TOTALS		**409,468.45**	**409,468.45**	**0.00**	**0.00**		

That the contractor had not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she make the foregoing statement as the contractor or as Project Manager of the contractor for the purpose of representing to the owner or lessee of the above descirbed premises and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction lien, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

WARNING: AN OWNER OR LESSEE OF THE ABOVE DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE MICHIGAN CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAME OR HAS DIED.

Deponent: Alex Zuker

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE MICHIGAN CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this
10 day of January, 2024

Heather Mecklenborg, Notary

www.tmasphalt.com

T & M Asphalt Paving, Inc.

AN EQUAL OPPORTUNITY EMPLOYER

4755 OLD PLANK RD. MILFORD, MICHIGAN 48381

(248) 685-0550
Fax (248) 685-0580

FULL UNCONDITIONAL WAIVER

My/our contract with T & M Asphalt Paving, Inc.

to provide Aggregate

for the improvement of the property described as: **Novi Pickle Ball & Parking Lots**
Meadowbrook Commons/Wildlife Woods
Novi, MI
Project # 924106

has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a Notice of furnishing from me/one of us or if I/we are not required to provide one, and the Owner, lessee, or designee has not received this waiver directly from me/one of us, the Owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

TR Transport

Signature of lien claimant

Troy Bush

Printed name

Owner

Title

Address: 3407 Sheffield Drive
Howell, MI 48855

Telephone: 734-320-5897

Signed on: 12-15-24

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

www.tmasphalt.com

T & M Asphalt Paving, Inc.

AN EQUAL OPPORTUNITY EMPLOYER

4755 OLD PLANK RD. MILFORD, MICHIGAN 48381 **(248) 685-0550** **Fax (248) 685-0580**

FULL UNCONDITIONAL WAIVER

My/our contract with T & M Asphalt Paving, Inc.

to provide Concrete

for the improvement of the property described as:

Novi Pickle Ball & Parking Lots
Novi, MI
Project # 924106

has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a Notice of furnishing from me/one of us or if I/we are not required to provide one, and the Owner, lessee, or designee has not received this waiver directly from me/one of us, the Owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Superior Materials LLC

Signature of lien claimant

Michelle Losiak

Printed name

Credit Coordinator

Title

Address: PO Box 7410547
Chicago, IL 60674-0547

Telephone: 855-992-2929

Signed on: 12/16/24

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

www.tmasphalt.com

T & M Asphalt Paving, Inc.

AN EQUAL OPPORTUNITY EMPLOYER

4755 OLD PLANK RD. MILFORD, MICHIGAN 48381

(248) 685-0550
Fax (248) 685-0580

FULL UNCONDITIONAL WAIVER

My/our contract with T & M Asphalt Paving, Inc.

to provide Asphalt

for the improvement of the property described as: **Novi Pickle Ball & Parking Lots**
Meadowbrook Commons/Wildlife Woods
Novi, MI
Project # 924106

has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a Notice of furnishing from me/one of us or if I/we are not required to provide one, and the Owner, lessee, or designee has not received this waiver directly from me/one of us, the Owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Cadillac Asphalt LLC

Linda L Kukola Digitally signed by Linda L Kukola Date: 2024.12.17 09:04:52 -05'00'

Signature of lien claimant

Linda L Kukola

Printed name

Title Credit Manager

Address: 51777 West 12 Mile
Wixom, MI 48393

Telephone: (248) 380-3644

Signed on: 12/17/2024

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

www.tmasphalt.com

T & M Asphalt Paving, Inc.

AN EQUAL OPPORTUNITY EMPLOYER

4755 OLD PLANK RD. MILFORD, MICHIGAN 48381 (248) 685-0550 Fax (248) 685-0580

FULL UNCONDITIONAL WAIVER

My/our contract with T & M Asphalt Paving, Inc.

to provide Concrete

for the improvement of the property described as:

Novi Pickle Ball & Parking Lots
Meadowbrook Commons/Wildlife Woods
Novi, MI
Project # 924106

has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a Notice of furnishing from me/one of us or if I/we are not required to provide one, and the Owner, lessee, or designee has not received this waiver directly from me/one of us, the Owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Patriot Ready-Mix

Signature of lien claimant

Mitchell Fisenstein
Printed name

President
Title

Address: 299 N Mill Street
South Lyon, MI 48178
Telephone: 248-437-1383

Signed on: 12/13/24

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

www.tmasphalt.com

T & M Asphalt Paving, Inc.

AN EQUAL OPPORTUNITY EMPLOYER

4755 OLD PLANK RD. MILFORD, MICHIGAN 48381

(248) 685-0550
Fax (248) 685-0580

FULL UNCONDITIONAL WAIVER

My/our contract with T & M Asphalt Paving, Inc.

to provide Restoration

for the improvement of the property described as: **Novi Pickle Ball & Parking Lots**
Meadowbrook Commons/Wildlife Woods
Novi, MI
Project # 924106

has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a Notice of furnishing from me/one of us or if I/we are not required to provide one, and the Owner, lessee, or designee has not received this waiver directly from me/one of us, the Owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Tyler Construction Company

Signature of lien claimant

TODD HOHL
Printed name

PRESIDENT
Title

Address: PO Box 930617
Wixom, MI 48099

Telephone: 248-882-5303

Signed on: 1-6-2025

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

www.tmasphalt.com

T & M Asphalt Paving, Inc.

AN EQUAL OPPORTUNITY EMPLOYER

4755 OLD PLANK RD. MILFORD, MICHIGAN 48381 (248) 685-0550 Fax (248) 685-0580

FULL UNCONDITIONAL WAIVER

My/our contract with T & M Asphalt Paving, Inc.

to provide Fencing

for the improvement of the property described as: **Novi Pickle Ball & Parking Lots**
Meadowbrook Commons/Wildlife Woods
Novi, MI
Project # 924106

has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a Notice of furnishing from me/one of us or if I/we are not required to provide one, and the Owner, lessee, or designee has not received this waiver directly from me/one of us, the Owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Shamrock Fence Company

Ryan Teets
Signature of lien claimant

Ryan Teets
Printed name

President
Title

Address: 4836 Colf Road
Carlton, MI 48117

Telephone: (734) 283-6670

Signed on: 12/16/24

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

www.tmasphalt.com

T & M Asphalt Paving, Inc.

AN EQUAL OPPORTUNITY EMPLOYER

4755 OLD PLANK RD. MILFORD, MICHIGAN 48381

(248) 685-0550
Fax (248) 685-0580

FULL UNCONDITIONAL WAIVER

My/our contract with T & M Asphalt Paving, Inc.

to provide Pavement Markings

for the improvement of the property described as: **Novi Pickle Ball & Parking Lots**
Meadowbrook Commons/Wildlife Woods
Novi, MI
Project # 924106

has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a Notice of furnishing from me/one of us or if I/we are not required to provide one, and the Owner, lessee, or designee has not received this waiver directly from me/one of us, the Owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Industrial Commercial Striping

Angie Ficaro
Signature of lien claimant

Angie Ficaro
Printed name

Operations Mgr
Title

Operations Manager

Address: 54000 Grand River
New Hudson, MI 48165

Telephone:

Signed on: 12/17/24

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

www.tmasphalt.com

T & M Asphalt Paving, Inc.

AN EQUAL OPPORTUNITY EMPLOYER

4755 OLD PLANK RD. MILFORD, MICHIGAN 48381 (248) 685-0550 Fax (248) 685-0580

FULL UNCONDITIONAL WAIVER

My/our contract with T & M Asphalt Paving, Inc.

to provide Court Surfacing

for the improvement of the property described as: **Novi Pickle Ball & Parking Lots**
Meadowbrook Commons/Wildlife Woods
Novi, MI
Project # 924106

has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a Notice of furnishing from me/one of us or if I/we are not required to provide one, and the Owner, lessee, or designee has not received this waiver directly from me/one of us, the Owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Goddard Sport Surfaces

Signature of lien claimant

Stephanie Jones
Printed name

Project Coordinator
Title

Address: 490 S. Opdyke Road
Pontiac, MI 48341

Telephone: (248) 393-6320

Signed on: 12/17/2024

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

CITY OF NOVI CITY COUNCIL
FEBRUARY 10, 2025

SUBJECT: Approval to purchase 134 rifles plates for the Novi Police Department from On Duty Gear, LLC., through an existing cooperative purchase agreement with North Carolina Sheriff's Association Fire Responder Supplies and Equipment Procurement Program (Contract #NCSA 25-02-0521) in the amount of $47,690 and amend the budget.

SUBMITTING DEPARTMENT: Public Safety

KEY HIGHLIGHTS:

- In 2023 the Novi Police Department transitioned to a load bearing external vest system.
- The Novi Police Department currently supplies its officers with critical response vests that have a ballistic rating for rifle rounds. These critical response vests are only worn when an officer expects an increase likelihood that they will be shot and not during routine operations.
- Directive 740 mandates that officers "shall" wear these vests during certain high-risk situations. This has created a situation where officers are forced to wear a critical response vest over their external vest during certain incidents creating multiple safety and operational problems.
- Current situation causes loss of less lethal force options, loss of evidence as body cameras are blocked, loss of communication equipment as well as other additional problems.
- Amend the General Fund budget to move $47,690 from the vacancy savings in the Economic Development department (101-728.00-705.000) to cover the cost of the rifle vest plates in the Police Department (101-301.00-986.057).

FINANCIAL IMPACT

	FY 24/25	FY 25/26	FY 26/27	Total
EXPENDITURE REQUIRED	**$ 47,690.00**	**$ 0**	**$ 0**	**$ 47,690.00**
BUDGET				
1. Rifle Vest Plates (101-301.00-986.057)	**$ 0**	**$ 0**	**$ 0**	**$ 0**
APPROPRIATION REQUIRED	**$ 47,690.00**	**$**	**$**	**$**
• Net effect to Fund Balance $0				

BACKGROUND INFORMATION:

In 2023 the Novi Police Department began to transition to a loadbearing vest system. Prior to this transition the majority of an officer's equipment (pistol, radio, Taser, magazines, baton, pepper spray, handcuffs etc.) was located on their belts. The hips are an unnatural location to carry such a heavy weight which resulted in adverse health conditions for our officers. The loadbearing vests allowed officers to move their equipment off their belts and distribute the weight more naturally across their torso and onto their shoulders. This was a positive and necessary change to improve the health and longevity of our officers.

The Novi Police Department has an expectation that its officers will promptly respond to and address high risk events such as an active shooter incident. According to the National Institute of Justice 25.1% of mass casualty incidents involved an assault rifle. Additionally, Department of Justice statistics on officers feloniously killed from 2010-2019 shows that nearly 20% of the 511 fatalities occurred using a rifle. Unfortunately, the soft body armor that our officers currently wear does not offer protection from rifle rounds.

The Novi Police Department currently supplies its officers with critical response vests that have a ballistic rating for rifle rounds. These critical response vests are only worn when an officer expects an increase likelihood that they will be shot and not during routine operations. Directive 740 mandates that officers "shall" wear these vests during certain high-risk situations. This has created a situation where officers are forced to wear a critical response vest over their external vest during certain incidents creating multiple safety and operational problems. This was not an issue when officer carried their equipment on their belts because the critical response vests did not prevent access to equipment. These problems are explained in detail on the attached memorandum.

The recommendation is that we purchase rifle plates for our external load bearing vests. This purchase will provide protection from rifle rounds when they are on routine patrol as well as for critical incidents.

The purchase will be made off the North Carolina's Sheriffs' Association First Responders and Equipment Procurement Program (NCSA – Contract #25-02-0521). Our current vest provider, On Duty Gear, LLC., is also our preferred vendor for this purchase based on the history of our relationship, length of the relationship (13 years), quality of product and customer on site services as well as providing an additional discount from the pricing provided off the NCSA Contract.

RECOMMENDED ACTION: Approval to purchase 134 rifles plates for the Novi Police Department from On Duty Gear, LLC., through an existing cooperative purchase agreement with North Carolina Sheriff's Association Fire Responder Supplies and Equipment Procurement Program (Contract #NCSA 25-02-0521) in the amount of $47,690 and amend the budget.

MEMORANDUM

TO: ERICK W. ZINSER
DIRECTOR OF PUBLIC SAFETY/CHIEF OF POLICE

FROM: DANIEL JENKINSON, SERGEANT

SUBJECT: RIFLE PLATE PURCHASE

DATE: JANUARY 8, 2025

BACKGROUND:
In 2023 the Novi Police Department began to transition to a loadbearing vest system. Prior to this transition the majority of an officer's equipment (Pistol, Radio, Taser, Magazines, baton, pepper spray, handcuffs etc.) was located on their belts. The hips are an unnatural location to carry such a heavy weight which resulted in adverse health conditions for our officers. The loadbearing vests allowed officers to move their equipment off their belts and distribute the weight more naturally across their torso and onto their shoulders. This was a positive and necessary change to improve the health and longevity of our officers.

The Novi Police Department also has an expectation that its officers will promptly respond to and address high risk events such as active shooter incident. According to the National Institute of Justice 25.1% of mass casualty incidents involved an assault rifle. Additionally, Department of Justice statistics on officers feloniously killed from 2010-2019 shows that nearly 20% of the 511 fatalities occurred using a rifle. Unfortunately, the soft body armor that our officers currently wear does not offer protection from rifle rounds.

The Novi Police Department currently supplies its officers with critical response vests that have a ballistic rating for rifle rounds. These critical response vests are only worn when an officer expects an increase likelihood that they will be shot and not during routine operations. Directive 740 mandates that officers "shall" wear these vests during certain high-risk situations. This has created a situation where officers are forced to wear a critical response vest over their external vest during certain incidents creating multiple safety and operational problems. This was not an issue when officer carried their equipment on their belts because the critical response vests did not prevent access to equipment. These problems are explained in greater detail in this memorandum.

LOSS OF LESS LETHAL FORCE OPTIONS:
Novi Police Officer are provided with multiple less lethal options to end a potentially deadly situation without loss of life. Equipment such as Tasers, Batons and Sabre Pepper Spray are all less lethal options afforded to Novi Police Officers. Most officers are carrying these items on their external vest which are covered up when utilizing our critical response vests. Losing access to these less lethal options will force officers to use

their handgun or rifle to end a situation that might have been resolved without loss of life.

LOSS OF EVIDENCE:
Novi Police Officers wear body cameras on their external vests which capture vital evidence. It is the publics expectation that video footage of critical events be available and can be used to quickly soothe public unrest over a controversial incident. Our current critical response vests cover up our body worn cameras making the footage useless. Covering our cameras during events that have a higher likelihood of deadly force being used will degrade public trust and increase liability.

LOSS OF COMMUNICATION EQUIPMENT:
Maintaining communication is one of the most important elements of any critical event. The proper flow of information is vital to managing resources and maintaining operational integrity at any major incident. The majority of Novi Police Officer currently wear their radios on their external vests. When our current critical response vests are placed over our radios it renders them inoperable during a critical event such as an active shooter. This will make relaying lifesaving information such as the location of victims and the shooter impractical. Also, officer will not be able to broadcast their location which will increase the possibility of blue on blue fatality and decreased operational efficiency.

ADDITIONAL PROBLEMS:
The majority of the equipment on an Officer external vests is located toward the waistline. When our critical response vests are placed over our external vests they do not sit flat but on an angle towards the officer's neck. This angle will push projectiles or fragmentation toward an officers unprotected neck. This angle also makes taking a precision shot from the prone position impractical if not impossible.

During a critical incident such as a school shooter every second counts. Officers in recent events have come under public scrutiny for taking time to put on additional equipment while kids are actively dying. The time it takes for officers to put on their critical response vests will slow their response and potentially cost lives.

It should also be noted that officers may not have access to additional equipment such as additional pistol magazines, handcuffs and tourniquets since they would be covered by the critical response vests.

RECOMMENDATION:
I would highly recommend making the purchase of rifle plates for our external vests a priority. This purchase will provide protection from rifle rounds when they are on routine patrol as well as for critical incidents. We fully expect that our officers will run into certain priority calls such as active shooter incidents in schools. Failing to provide our officers with the lifesaving protection they need to survive an incident that we expect them to enter is problematic. Three officers in Michigan have already been fatally shot this year and the state of Michigan has experienced two school shootings in addition to a mass shooting at a children's splash pad.

PURCHASE:

(14)- 7 X 9 Plates	$3,710.00
(76)- 8 X 10 Plates	$26,600.00
(44)-10 X 12 Plates	$17,380.00
Total:	$47,690.00

Picture of Officer without critical response vest.

Picture of critical response vests when worn over external vest.

Picture of critical response vests when worn over external vest.

ON DUTY GEAR, LLC
44315 N. Groesbeck Hwy.
Clinton Township, MI 48036
Phone: (586) 463-0099

Quote

Date	Quote #
1/27/2025	4263

Name / Address
Novi Police Dept. ATTN: Dan Jenkinson 45125 W. 10 Mile Rd. Novi, MI 48375

Terms	Rep	Project
Net 30		

Item	Description	Qty	Cost	Total
AE-PLTAEICW7X9	Armor Express Surge Level III ICW Multi-Curve Rifle Plate-Full Cut	14	265.00	3,710.00
AE-PLTAEICW8X10	Armor Express Surge Level III ICW Multi-Curve Rifle Plate-Full Cut	76	350.00	26,600.00
AE-PLTAEICW10X12	Armor Express Surge Level III ICW 10x12 Rifle Plate-Shooter's Cut, Multi-Curve	44	395.00	17,380.00
	FREE SHIPPING Quote Valid Through 02/28/2025 PLEASE NOTE: On Duty Gear is the #1 National Distributor of Armor Express Body Armor and is able to facilitate purchases for agencies through any State contracts, including the recent North Carolina Sheriff's Association Contract #NCSA 25-02-0521. As the top National Distributor, On Duty Gear is able to extend an additional pricing discount for their preferred customers, which includes the Novi Police Dept.			

Total $47,690.00

CITY OF NOVI CITY COUNCIL
FEBRUARY 10, 2025

SUBJECT: Approve Miller Canfield as the Bond Counsel Firm and PFM Financial Advisors as the Financial Advisory Services Provider for the Public Safety Facilities Bond subject to final review of the form of agreement by the City Manager's office and City Attorney

SUBMITTING DEPARTMENT: City Manager's Office

KEY HIGHLIGHTS:

- The City is moving forward with the issuance of UTGO Bonds to fund public safety infrastructure improvements
- Support from bond experts is necessary to assist the City through the process of selling bonds and generating the proper schedules for structuring the debt for the projects
- Miller Canfield's bond counsel services are proposed at $96,400 for a $100 million bond issuance, reflecting a 20% discount from their standard pricing.
- PFM Financial Advisors have estimated that per the bonded amount, their fee would be north of $100,000
- The selection of these firms ensures the City benefits from expert legal and financial guidance, maximizing efficiency and compliance.
- These services will help secure the most favorable terms for financing the City's public safety facilities.
- All fees associated with both firm's work will be included in the bond issuance costs

BACKGROUND INFORMATION:

The City has worked previously with both firms when the City built the new Library. Miller Canfield as Bond Counsel will provide legal expertise in structuring the issuance, ensuring compliance with municipal, state, and federal regulations, and assisting with post-issuance obligations. The firm proposes a flat-fee structure based on the bond size, with a 20% discount off standard rates. For an anticipated bond issuance of $100 million, the total fee would be $96,400, payable at bond closing from proceeds.

Additionally, PFM Financial Advisors LLC (PFMFA) serves as a Financial Advisor, assisting in debt structuring, credit rating strategies, and investor marketing to optimize financing terms. PFMFA's compensation is based on the amount bonded, currently the estimate fee total is just over $100,000 plus reimbursable expenses, including travel and rating agency fees.

These firms bring extensive experience in municipal bond issuances and will support the City in securing the most cost-effective financing for these critical public safety investments.

RECOMMENDED ACTION: Approve Miller Canfield as the Bond Counsel Firm and PFM Financial Advisors as the Financial Advisory Services Provider for the Public Safety Facilities Bond subject to final review of the form of agreement by the City Manager's office and City Attorney

January 24, 2025

Mr. Victor Cardenas, City Manager
City of Novi
45175 Ten Mile Rd
Novi, MI 48375-3024

RE: Novi City Proposed Unlimited Tax General Obligation Bonds

Dear Victor:

pfm

555 Briarwood Circle
Suite 333
Ann Arbor, MI 48108
734.994.9700

pfm.com

The following is PFM Financial Advisors LLC ("PFMFA") engagement letter to provide Financial Advisory Services to the City in connection with the above referenced Bonds. A general summary of the services PFMFA will provide in the *financial advisory capacity* for each series of bonds is as follows and any material changes in or additions to the scope of services described below shall be promptly reflected in writing:

Develop and Monitor Financing Schedule

- Coordinate a plan for timely completion of the financing

Analyze Debt Structure Alternatives

- Design a structure which seeks to maximize market interest and future financing flexibility while being consistent with debt needs and policies

Review Existing Debt Structure

- Document current debt structure
- Identify strengths and weaknesses of structure in order to structure future debt issues that seek to maximize the ability to finance future capital needs
- Identify refunding opportunities

Assistance completing Department of Treasury Applications

- Prepare necessary financial schedules required for filing with the Department of Treasury
- Prepare necessary applications required by the Department of Treasury

Advise on the sale method (Negotiated Sale, Competitive Sale or Private Placement)

- When requested, we will assist in the selection of an underwriter or underwriting syndicate and coordinate activities of the underwriters

Assist the City with the Selection of Working Group Members, if requested

- Coordinate the selection of a team that can effectively bring an issue to market, if requested

Develop Terms of the Financing

- Assist in helping to ensure credit quality and present terms which are attractive to investors to create broad-based interest in the debt
- Assist in helping to maximize City's future flexibility

Review and Assist in Preparing Marketing Information

- PFMFA will review marketing materials to assist with accuracy and completeness.
- PFMFA will assist in preparing a comprehensive Official Statement or Marketing Information package, as applicable

Develop Financing Documents

- Assist the City by reviewing all contractual and business terms from the City's perspective

Develop Marketing Plan

- With an objective to maximize underwriter and investor interest in the securities

Develop Rating Presentation and/or Assist with Rating Calls or Meetings

- To seek to obtain highest possible credit rating for debt issue
- Formulate and implement long-term credit rating strategy

Assist with Obtaining Credit Enhancements, if Necessary

- PFMFA will work with the City and other working group members to determine if credit enhancement is beneficial to the City and if so, will coordinate obtaining pricing on credit enhancements and advise the City as to the cost benefit of the purchase of the credit enhancement.

Timing Entry into the Market

- Schedule bond sale around other pertinent/comparable financings as well as the release of various economic indicators

Assist With Pricing of Bonds

- Assist City in obtaining the lowest interest rate for given market
- Provide written documentation of acceptability of pricing

Prepare Post-Sale Information

- Prepare a results of bidding or sale summary
- Prepare final payment schedules and applications
- Assist with the preparation of closing information including closing statements, schedules and information

Closing Activities

- Handle all activities necessary to assist in ensuring a smooth closing of the bonds

Fees for Services

General Obligation Bond Fee Schedule:

Base fee of $8,000
Plus $3.00 per $1,000 of bonds up to $5,000,000
Plus $1.10 per $1,000 of bonds over $5,000,000 up to $25,000,000
Plus $0.90 per $1,000 of bonds $25,000,000 and above
Less 10% discount for multi-series bond authorization

For example, if the City's bonds are issued in multiple series, and the first series was $30,000,000 the fee would be $34,650 ($8,000 + $15,000 + $22,000 + $4,500 = $49,500 - $4,950 = $44,550).

PFMFA's fee will be based on the actual financing amount (including original issue premium if applicable) of bonds sold and delivered. In addition to the fee schedule above a data fee may be charged on a publicly issued bond transaction. The above reflects our fee structure as of this date and is subject to periodic revision. Any change in fees will be communicated in writing prior to the time the proposed future Bonds are issued.

Any travel and out-of-pocket expenses for attendance at meetings at the request of the City as well as any other issuance related cost incurred by PFMFA on behalf of the City will be billed in addition to the above fee, including the Municipal Advisory Council assessment fee of $450 per bond issue.

If the City does not proceed with the financing, no fee would be due to PFMFA, except for reimbursable expenses incurred at the City's request.

This agreement may be extended to other issuances by mutual agreement between the City and PFM Financial Advisors LLC.

Registered Municipal Advisor

Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") makes it unlawful for municipal advisors to provide advice regarding municipal financial products or the issuance of municipal securities without being registered with the Municipal Securities Rulemaking Board ("MSRB").

Conflict of Interest

Attached please find a copy of the **DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION** we have prepared for the City.

Termination of Engagement:

This engagement may be terminated by either party with 30 days' notice. If the termination occurs mid-transaction, the City would pay PFMFA a mutually agreeable amount for services rendered on the transaction up to the point of termination.

Should you have any questions or require additional information, please call. Again, thank you for the opportunity to continue to represent you on your financings.

Respectfully submitted,

Kari L. Blanchett

Kari L. Blanchett
Managing Director

ALAS
Attorneys' Liability Assurance Society

January 9, 2025

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson Avenue
Suite 2500
Detroit, MI 48226-4415

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Miller, Canfield, Paddock and Stone, P.L.C. has Professional Liability Coverage under Policy LPL-1449-2025 with an annual limit of $40,000,000 per claim and $80,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is $1,000,000 each claim up to an aggregate of $2,000,000 and $100,000 each claim thereafter.

The Policy effective date is from January 1, 2025 to January 1, 2026.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,
A RISK RETENTION GROUP

By: Nancy Montroy Date: 1/9/2025
Nancy J. Montroy
Vice President – Director of Underwriting

10 South Riverside Plaza
Suite 1100
Chicago, IL 60606
312.697.6900 tel
312.697.6901 fax
alas.com

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

MICHIGAN
ILLINOIS
NEW YORK
OHIO
WASHINGTON, D.C.
CANADA
MEXICO
POLAND
QATAR

PATRICK F. MCGOW
TEL (313) 496-7684
FAX (313) 496-8450
E-MAIL mcgow@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

February 3, 2025

Victor Cardenas
City Manager
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375-3024

Re: City of Novi – Unlimited Tax General Obligation Bonds for Police Headquarters and Fire Station Projects

Dear Victor:

We appreciate the opportunity to serve the City of Novi (the "City") as bond counsel in connection with the proposed issuance of unlimited tax general obligation bonds (the "Bonds") to finance the construction of a new police headquarters and fire station projects for the City. You may be assured of our prompt and complete attention to this financing. It is our practice when beginning work on a new matter to send an engagement letter like this which sets forth the scope of our services as bond counsel and the nature of our compensation.

Bond Counsel's Role

Bond counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of the Bonds. Our approving legal opinion with respect to the Bonds will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price and will be based upon facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and by other persons furnished to us without undertaking independent verification of the information contained in the proceedings and certifications.

In performing our services as bond counsel, our client is the City and we will represent its interests. However, our representation of the City does not alter our responsibility to render an objective opinion as bond counsel. Upon delivery of the opinion our responsibilities as bond counsel will be concluded with respect to the Bonds.

Scope of Bond Counsel Services – What We Will Do

As bond counsel, we would provide the following services customarily performed by bond counsel respecting the authorization, sale, issuance and delivery of bonds:

1. Consult with City officials and others to explain the legal nature of a proposed borrowing, the City's power to borrow and the limitations on that power and consult with City officials in the design of the bonding program and timing schedules.

2. Prepare all of the necessary ballot proposals, resolutions, notices, agreements, and other documents necessary to authorize, issue and deliver the bonds. We also would assist the City in preparing applications to the Michigan Department of Treasury, if necessary, for approval to issue the bonds.

3. Examine the tax issues related to the bonds (done by an attorney specializing in the requirements of the Internal Revenue Code as they apply to municipal tax-exempt bonds) to assure that all requirements of the Internal Revenue Code are complied with and that any adverse tax consequences are minimized.

4. Prepare the bond form for printing definitive bonds for delivery to the purchaser. We will also participate in the sale and delivery of the bonds to the purchaser in order to handle legal matters that may arise at those times.

5. Give the approving opinion as to validity and enforceability of the bonds and their authorizing documents and as to the excludability of the interest on the bonds from federal and state income taxation.

Our professional responsibilities as attorneys in this matter will be limited to interpretations of law and other legal issues and the drafting of legal documents. We are not registered municipal advisors under the federal Dodd-Frank Act and therefore we will not assume the responsibilities of a municipal finance advisor or the professional responsibilities of any other advisor with respect to non-legal matters. We understand that the City will engage PFM Financial Advisors, LLC, as its municipal financial advisor for the Bonds.

Additional Services

We believe that the above services encompass the normal scope of bond counsel activities. Because we are not the City's general counsel, our engagement in this matter is not an undertaking at this time to represent the City or its interests in any other matters for which we are not separately engaged.

Our services as bond counsel do not include activities outside of that norm, such as review of construction contracts, condemnation, title issues or recording deeds involved in land acquisition, representation of the City in litigation or administrative proceedings that might arise in connection with the Bonds. In the event that serious matters or matters outside the norm arise in these areas, we would provide you at that time with a fee quote for such additional services.

Our engagement does not include any obligation to monitor compliance with the federal tax requirements found in the Internal Revenue Code of 1986 (the "Code") and applicable to the Bonds, including the rebate requirements of Code Section 148(f), if applicable, as described in an

exhibit attached to the Nonarbitrage and Tax Compliance Certificate that the City will execute in connection with the issuance of the Bonds, or in connection with any audit or examination of the Bonds by the Internal Revenue Service. However, we would be available to assist with rebate calculations or any audit or examination as a separate engagement.

We are not being retained and our acceptance of this engagement is not an undertaking to provide the City or any other person or entity with any advice or guidance relating to the Corporate Transparency Act (CTA) or their obligations thereunder, to prepare, review, submit, or update and document under the CTA, or to prepare or file any entity formation or registration documents on behalf of the City or any other person or entity.

Conflict of Interest Policy

Our firm is one of the largest in Michigan. In addition to having the largest public finance practice in the State, our attorneys represent a great many clients and our practice is in many different legal areas. At one time or another, our firm has represented nearly every large and many smaller commercial and investment banks and other bond purchasers that do business in Michigan.

We are not representing and do not intend to represent any other party in this financing. We do not believe that our representation in unrelated matters of the various other parties both in and out of the municipal area will affect our ability to serve the City as bond counsel.

Because we are a large firm with many clients we are asked occasionally to represent a client in a matter adverse to the City. We, of course, would decline to represent any client in a matter involving the City that would conflict with our services to the City as bond counsel for the above issue. Moreover, before we would represent a client adverse to the City in any area not involving the bond issue, we would advise the City before undertaking such representation.

Since the Bonds have not yet been offered for sale, the actual purchaser of the Bonds (the "Purchaser") cannot be identified at this time. We wish to point out that it is possible that the eventual Purchaser will be an investment bank or other financial institution that has been or is a client of this firm with respect to matters unrelated to the Bonds. We do not believe our representation of the City will be either: (i) materially limited by the Purchaser being our client on unrelated matters, or (ii) directly adverse to the Purchaser under these circumstances since (a) the terms of the Bonds, the Official Statement, the Bond resolution and our opinion will have been established prior to the acceptance of the bid for the Bonds from the Purchaser, (b) the terms of said documents will not be modified in any material manner following the sale of the Bonds, and (c) all that remains to be completed subsequent to the Bond sale is the delivery of the Bonds to the Purchaser in accordance with the terms of the Official Statement and the Notice of Sale.

Fees

It is our understanding that the City is considering the issuance of Bonds to generate the approximate amount of $100,000,000 of Bond proceeds to finance the project, but the proposed size of the Bonds and the number of series of Bonds has not been determined. We charge for bond

counsel services on a flat fee scale, based on a fixed component and a component that varies with the size of the transaction. Our fee is based on the amount of time we expect to spend on the financing, the size and complexity of the transaction, as well as the responsibilities and duties we are undertaking for the project.

Our fee scale for an unlimited tax bond issue of this kind is based on the anticipated principal amount of the bonds of $100 million, plus any original issue premium, as follows:

$39,500 for first $10,000,000; plus

$0.90/$1,000 in principal amount in excess of $10,000,000.

We also propose to absorb the cost of expenses in our fee and would offer a discount of 20% off the above fee scale. For a single bond issue in the amount of $100,000,000, our fee based on the above scale would be: $120,500, and with the 20% discount, we would propose to charge $96,400**.** As you are aware, our customary practice is to submit our invoice for payment at the time of the delivery of the Bonds to be paid from the proceeds of the Bonds.

We welcome this opportunity to be of service to the City and look forward to working with you. If you have any questions regarding this letter, please give me a call.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By:

Patrick F. McGow

cc: Carl Johnson
Tom Schultz

43291225.1/088888.01672

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/3/2024

12/7/2025

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	Lockton Companies, LLC 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	**CONTACT NAME:**	
		PHONE (A/C, No, Ext):	**FAX (A/C, No):**
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	**NAIC #**
		INSURER A : The Continental Insurance Company	35289
INSURED	PFM Financial Advisors LLC 1735 Market St Fl 42 Philadelphia PA 19103	**INSURER B :** AIG Specialty Insurance Company	26883
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:** XXXXXXX

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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:			7063595755	12/7/2024	12/7/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			7063597408	12/7/2024	12/7/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $			7063597652	12/7/2024	12/7/2025	EACH OCCURRENCE	$ 20,000,000
							AGGREGATE	$ 20,000,000
								$ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7063614840	1/1/2025	1/1/2026	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Cyber/Tech E&O			02-329-89-64	12/7/2024	12/7/2025	Retention $250K Limit $5M	

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

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

CANCELLATION See Attachments

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.

CITY OF NOVI CITY COUNCIL
FEBRUARY 10, 2025

SUBJECT: Consideration to approve Purchase Agreement for the property located at 329 Elm Court, approximately 5.43 acres total, Parcel No. 22-03-477-012, for $210,000, and to amend the budget accordingly.

SUBMITTING DEPARTMENT: City Managers

KEY HIGHLIGHTS:

- Following the action at the December 2, 2024 City Council meeting this proposed agreement is being brought forward for consideration
- The purchase amount will come out of the Capital Improvement Fund

FINANCIAL IMPACT

	FY 24/25	FY 25/26	FY 26/27	Total
EXPENDITURE REQUIRED	**$ 210,000**	**$ 0**	**$ 0**	**$ 210,000**
BUDGET				
1. CIP (401-901.00-971.000)	**$ 0**	**$ 0**	**$ 0**	**$ 0**
APPROPRIATION REQUIRED	**$ 210,000**	**$**	**$**	**$**
FUND BALANCE IMPACT	**$**	**$**	**$**	**$**

BACKGROUND INFORMATION:

Attached for City Council's consideration is a draft Purchase Agreement for the above-referenced property, which is located at 329 Elm Court. The proposed agreement is similar to those the City has used for such purposes over the years. It allows the City time to do a survey and environmental reviews, as well as title work. The date by which the transaction must be closed is no later than April 15, 2025.

RECOMMENDED ACTION: Consideration to approve Purchase Agreement for the property located at 329 Elm Court, approximately 5.43 acres total, Parcel No. 22-03-477-012, for $210,000, and to amend the budget accordingly.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

PURCHASE AGREEMENT

BY SIGNING THIS PURCHASE AGREEMENT (Agreement), James F. Kenner, whose address is 4215 Village Court, West Bloomfield, MI 48323 (Seller), and the **City of Novi**, whose address is 45175 W. Ten Mile Road, Novi, MI 48375 (Buyer), agree to sell and purchase the following real estate located in the City of Novi, Oakland County, Michigan, described as follows:

See Exhibit A, attached

Two parcels of land, Parcel I.D. No. 22-03-477-012, commonly known as 329 Elm Court and approximately 5.43 acres in area, and Parcel I.D. No. 22-03-481-001, a vacant parcel of land approximately 0.56 acres in area (the Property), with Buyer to pay **Two Hundred and Ten Thousand Dollars ($210,000.00**) (the Purchase Price), subject to the existing building and use restrictions and easements of record, and zoning ordinances, if any, on the following conditions:

CASH SALE

Seller shall convey title to the Property to Buyer by delivery of a warranty deed conveying marketable title (Deed) on tender of the Purchase Price. Payment of the Purchase Price is to be made in cash, bank cashier's check, or wire transfer at the time of closing.

EVIDENCE OF TITLE

As evidence of title, Seller, at Seller's expense, agrees to furnish Buyer within ten (10) days of the Effective Date (as defined below), a commitment for title insurance issued by ATA National Title Group – Seaver Title Agency, Attn: Melony D. Henry, Senior Escrow Officer (mhenry@seavertitle.com), 42651 Woodward Ave, Bloomfield Hills, MI 48304 (Title Company), in an amount not less than the Purchase Price and bearing a date later than the acceptance date of this Agreement, with the owner's policy to be issued pursuant to the commitment insuring marketable title (as defined below) to the Property in Buyer.

Seller agrees that the commitment for title insurance and the subsequent policy to be issued shall be ***without standard exceptions*** provided Buyer obtains a survey and shall be recertified and updated at the closing of this transaction as of the date of such closing or the most recent date through which the county register of deeds has completed the recording and indexing of real estate instruments and documents in order to eliminate the "gap" period between the date of such title commitment and the closing of this transaction, and that the policy issued will be updated to close any "gap" period between

the date of closing and the date of the recording of the deed to Buyer. Seller shall also arrange to provide Buyer with a marked-up commitment for title insurance at the closing of this transaction guaranteeing that title is in the condition required under this paragraph.

Seller shall execute an owner's affidavit and such other documents as the title insurance company or its agent typically requires for the issuance of a policy without standard exceptions; provided, however, that Buyer shall pay for the cost of any survey required for the deletion of the standard exceptions. For purposes of this Agreement, marketable title shall mean fee simple title free and clear of any and all liens and encumbrances whatsoever, excepting only recorded and enforceable building and use restrictions, public utility easements of record, and zoning ordinances, which shall not constitute title defects or render the title to the Property unmarketable; provided, however, that Buyer, at Buyer's sole option, may elect to accept title in whatever condition it may be in, notwithstanding such condition would not meet the above definition of "marketable title" and, in such event, marketable title shall mean the condition of title which Buyer has elected to accept.

TITLE OBJECTIONS

Buyer shall have ten (10) days after the date on which Buyer receives the Title Commitment within which to notify Seller of any objections it has to the commitment for title insurance. If objection to the title is made based on a written opinion of Buyer's attorney that the title is not in the condition required for performance of this Agreement, Seller, at Seller's sole option, shall have thirty (30) days from the date Seller is notified in writing of the particular defects claimed, either (1) to fulfill the requirements in the commitment or to remedy the title defects set forth in Buyer's attorney's opinion or (2) to refund the deposit in full termination of this Agreement. If Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment, or endorsement to commitment, Buyer agrees to complete the sale as provided herein, subject to any other contingency contained in this Agreement. If, after reasonable efforts, Seller is unable to furnish satisfactory title within the time specified, the deposit shall be immediately refunded in full termination of this Agreement, unless Buyer elects to proceed with the sale accepting such title as Seller is able to convey.

EARNEST MONEY DEPOSIT

On the Effective Date (as defined below) of this Agreement, Buyer shall make an earnest money deposit of Five Thousand Dollars ($5,000.00) which shall be held by the Title Company and which shall be applied toward the Purchase Price at closing if the sale is consummated.

TAXES AND PRORATED ITEMS

All taxes and assessments which have become a lien on the land as of the date of closing shall be paid by Seller, except that: (a) all current property taxes shall be prorated

and adjusted between Seller and Buyer as of the date of closing on a due-date basis, without regard to lien date, as if paid prospectively (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 shall be treated as if paid for the period December 1 through the following November 30); and (b) Buyer shall be responsible for the payment of all property taxes falling due after the date of closing without regard to lien date. Capital or lateral charges and special assessments which have become a lien on the Property shall be paid in full by Seller on or before closing. Capital or lateral charges and special assessments which have not become a lien on the Property shall be paid by Buyer either in full at closing, or, if applicable, in installments. Seller shall pay the cost of all utilities and service charges for the entire Property through and including the date of transfer of possession and occupancy to Buyer.

CLOSING

Closing shall take place at the office of the Title Company or at the Buyer's offices. If the closing takes place anywhere other than at the office of the Title Company, Seller shall arrange for a Title Company representative with authority to update and mark up the commitment for title insurance as required under this Agreement to be present at the closing. If title can be conveyed in the condition required under this Agreement and all contingencies have been satisfied or waived, closing shall take place on a date and time as is mutually agreeable to the parties and as dictated by the ability and availability of Buyer's lender, if any, to close, provided, however, that closing shall occur not later than **April 15, 2025**. Seller shall provide a complete package of every document (other than loan documents) to be executed by Buyer to Buyer's attorney at least 48 hours before closing.

PAYMENT OF FEES, CLOSING COSTS, ETC.

Buyer shall pay all closing fees and all costs associated with recording the required Deed and any loan documents. The parties agree that the Title Company shall prepare the required Deed and closing documents necessary to complete this transaction, that the Title Company shall conduct the closing, and that the cost of same, together with any settlement, document preparation, or disbursement fee, shall be borne equally by Buyer and Seller. Seller shall also pay the required transfer tax, the cost of an owner's commitment and policy of title insurance, and applicable recording fees relative to the discharge of Seller's mortgage, if any. At closing, the parties shall execute closing statements prepared by the Title Company and all income or other tax reporting documents as required by the Title Company.

BUYER'S CONTINGENCIES

Buyer's obligations under this Agreement shall be contingent on the following:

Survey. At Buyer's sole option and expense, Buyer obtaining a survey (of any type, e.g., mortgage report, ALTA/ASCM survey with any Table A options Buyer desires)

of the Property within sixty (60) days after the Effective Date (as defined below). If Buyer is not satisfied with the results of the survey for any reason related to title, marketability, or Buyer's use of the Property, or if, for any reason, the survey is insufficient to cause the survey exception to be deleted from the standard exceptions to the policy of title insurance, Buyer shall so notify Seller in writing at any time within the sixty (60) day survey period. On receipt of written notice of same, Seller shall immediately refund to Buyer all sums deposited by Buyer and this Agreement shall be terminated and of no further force and effect. If no written objection is made by Buyer within the stated period, this survey contingency shall be deemed to be waived by Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

Environmental. At Buyer's sole option and expense, Buyer obtaining satisfactory inspections and testing of the Property for radon, asbestos, toxic mold, and/or environmental contamination, including a Phase I Environmental Site Assessment (ESA), Phase II ESA, and if applicable a Baseline Environmental Assessment (BEA) of the Property, by a qualified person acceptable to Buyer, at Buyer's sole option and expense, within sixty (60) days after the Effective Date. If this inspection or testing shows any type of Environmental Condition, Buyer shall have the option to terminate this Agreement by written notice to Seller at any time within the sixty (60) day inspection period. In such event, upon written notice of same to Seller, Buyer shall be immediately refunded all sums deposited by Buyer hereunder and this Agreement shall be terminated and of no further force and effect.

Nothing contained herein, however, shall be construed to mean the Buyer is indemnifying or otherwise holding Seller harmless from third-party actions or suits in regard to asbestos, toxic mold and/or environmental contamination of the Property or any other matter. When used herein, the term "Property" shall include all aspects of the Property, such as, but not limited to, any buildings on the Property and the soil and groundwater beneath the Property. When used herein, "Environmental Condition" shall mean any condition or conditions affecting or relating to the air, soil, groundwater, or surface water at or about the Property and any failure to comply with governmental requirements, including environmental protection laws, relating to such condition or conditions, which could or does require remediation, including abatement, investigation, containment, or removal and/or which could result in Environmental Claim(s).

If no written objection is made by Buyer within the stated period, this environmental contingency shall be deemed to be waived by Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

Suitability for purpose. At Buyer's sole option and expense, within sixty (60) days after the Effective Date, of other tests, information, and reports of consultants indicating that the Property is, in the Buyer's sole opinion, suitable for the Buyer's intended use of and improvements to the Property. If Buyer, in Buyer's sole discretion, is not satisfied with the results of such inspections, tests, reports, or other information for any

reason, Buyer shall so notify Seller in writing at any time within the sixty (60) day inspection period. In the event that such inspections, tests, reports, or other information are not satisfactory to Buyer, upon written notice of same to Seller, Buyer shall be immediately refunded all sums deposited by Buyer hereunder and this Agreement shall be terminated and of no further force and effect. If no written objection is made by the Buyer within the stated period, this contingency shall be deemed to be waived by the Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

Seller shall not be liable for any damage, loss, or injury caused by or resulting from any action or nonaction of Seller due to its inspection of the Property. Buyer shall indemnify and hold Seller harmless from any damage, loss, or injury, including, without limitation, costs and expenses of investigating, defending, and settling or litigating any claim, including reasonable attorney fees, arising out of Buyer's (or Buyer's representatives, agents, employees, associates, and divisions) presence on the Property before the closing date. On completion of all inspections and evaluations by Buyer, Buyer shall return the premises to their prior condition if the closing on this Property does not take place for any reason and will provide Seller with copies of any documentation relating to the results of Buyer's inspection of the Property.

SELLER'S REPRESENTATIONS

Seller represents to Buyer as follows:

To the best of Seller's knowledge, there is no pending litigation affecting all or any part of the Property, or Seller's interest in it.

To the best of Seller's knowledge, there are no unrecorded interests of any person(s) or entity(ies) in and to the Property whatsoever (including, but not limited to, easements, profits, and licenses).

To the best of Seller's knowledge, there are no easements, either above the surface, at grade, or subsurface, other than utility easements of record, which would affect or interfere with Buyer's use and enjoyment of the Property, as determined by Buyer.

To the best of Seller's knowledge, there are no underground storage tanks or hazardous or toxic substances existing on, under, or above the Property as defined in any federal, state, or local law, regulation, rule, statute, or directive, nor is there any asbestos or urea formaldehyde foam insulation installed in or on the Property.

Seller will transfer all division rights available to Buyer with the Deed.

Except for the foregoing representations, Seller makes no representation or warranty regarding the condition of the Property and upon Closing, Buyer accepts the Property in its AS IS Condition.

CONDITION OF PROPERTY

Seller agrees that the Property will remain in substantially the same condition in which it existed as of the date of this Agreement for the period through the last date of Seller's ownership and possession of the Property. Seller and Buyer agree that Buyer shall be permitted to conduct a walk-through inspection of the premises and Property within 48 hours of the date of closing to enable the Buyer to confirm that the Property is in substantially the same condition as existed upon the date of Buyer's physical inspection(s). If Buyer is not then satisfied that the premises and Property have been maintained by Seller as required, Buyer shall have the right to delay the closing until Seller returns the premises and Property to the required condition at Seller's expense. If the Seller fails or refuses to return the premises and Property to the required condition within fourteen (14) days of Buyer's demand for same, Buyer shall have the right (but not the obligation) to declare this agreement to buy and sell the Property null and void and immediately thereafter all deposits paid by Buyer shall be returned to Buyer.

BROKER

There are no brokers involved in this transaction.

EXPIRATION

It is contemplated, but not required, that this Agreement will be signed by the Buyer first, with the Earnest Money Deposit given to the Title Company. In such event, Seller shall have five (5) business days from the date of receipt of the Agreement after it has been executed by Buyer to accept and deliver a countersigned original of this Agreement to Buyer or Title Company; otherwise, this Agreement shall constitute an expired offer to purchase, and the Earnest Money Deposit shall be immediately returned to the Buyer.

TIME IS OF THE ESSENCE

At all times under this agreement where certain time constraints are set forth, the parties have agreed that TIME IS OF THE ESSENCE and that no extensions of said time limits are expected or agreed to unless specifically agreed to in writing.

RISK OF LOSS

Seller and Buyer agree that the Michigan Uniform Vendor and Buyer Risk Act (MCLA § 565.701, et seq.) shall be applicable to this Agreement, except that Buyer shall have the sole uncontrolled discretion to determine and define what constitutes "material" damage or destruction.

DUE ON SALE

Seller understands that consummation of the sale or transfer of the Property described in this agreement shall not relieve the Seller of any liability that Seller may have under the mortgage(s) to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation.

BUYER'S DEFAULT

In the event of material default by the Buyer under this Agreement, Seller may, as Seller's sole option, declare a forfeiture hereunder and retain the deposit as liquidated damages.

SELLER'S DEFAULT

In the event of material default by Seller under this Agreement, Buyer may, at Buyer's option, elect to enforce the terms of this agreement, or be entitled to an immediate refund of the entire deposit in full termination of this agreement.

CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to Agreements made and to be performed in that State. Should any court action be commenced at any time involving or concerning this Agreement, the parties hereto consent and agree to jurisdiction and venue being in the State of Michigan Circuit Court in Oakland County. The agreement of the parties in this paragraph shall survive the Closing of this transaction.

LEGAL DOCUMENT; INTERPRETATION

This is a legal and binding document, and both Buyer and Seller acknowledge that they have been advised to consult an attorney to protect their interests in this transaction. Where the transaction involves financial and tax consequences, the parties acknowledge that they have been advised to seek the advice of their accountant or financial adviser. No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

NOTICES

All notices and demands required or permitted under this agreement shall be in writing and shall be served personally or by postage prepaid United States first class, certified (return receipt requested), or registered mail, addressed to the party at the address indicated on page 1 hereof or to such other place as may be designed by notice given in accordance with this section. It is agreed to by the parties that offers, acceptances and notices required hereunder may, but are not required to, be delivered by facsimile (fax) copy to the parties or their agents provided a hard copy (originally signed copy) is mailed or delivered in a timely manner. If faxed, the date and time of the receipt of the fax shall be the date and time of said offer, acceptance or notice. If not faxed,

notice shall be deemed to have been given on the earlier of (a) the date of personal delivery, (c) the date when received, or (c) one (1) day after mailing if mailed in the State of Michigan.

GRAMMAR AND HEADINGS

Whenever words herein are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Agreement that are singular shall be read as plural whenever the latter would so apply and vice versa. The headings contained herein are for the convenience of the parties and are not to be used in construing the provisions of this Agreement.

BINDING EFFECT

The covenants, representations and agreements herein are binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns, and shall survive the Closing where indicated.

EFFECTIVE DATE

The Effective Date of this agreement shall be the date on which the last person to sign this document (in its final form) shall have signed the document. In the event the parties fail to insert the date of execution beneath their signatures below, then the date of execution shall be the date on which Seller actually signed the document. **IT IS THEREFORE VERY IMPORTANT FOR EACH PERSON SIGNING THIS DOCUMENT TO PLACE THE DATE OF SIGNING IN THE SPACE PROVIDED BELOW THEIR SIGNATURE.**

ENTIRE AGREEMENT/WRITTEN AGREEMENTS ONLY

This Agreement contains the entire agreement between Seller and Buyer. There are no agreements, representations, statements, or understandings which have been relied on by Seller or Buyer which are not stated in this Agreement. IT IS THE PARTIES' INTENT IN THEIR DEALINGS THAT IF IT IS NOT IN WRITING, IT IS NOT ENFORCEABLE. This Agreement (and written and signed addenda, if any) cannot be modified, altered, or otherwise amended without a writing being duly signed or initialed, as the case may be, by both Seller and Buyer. The parties agree that facsimile signatures and duly initialed changes are legally enforceable provided the applicable writing contains such signature or initials of all parties to this Agreement.

ACCORDINGLY, Seller and Buyer have executed this Purchase Agreement as

of the date written below.

SELLER

_____
By: James F. Kenner
Dated: February __, 2025

CITY OF NOVI

_____
By: Justin P. Fischer
Its: Mayor
Dated: February __, 2025

_____
By: Cortney Hanson
Its: Clerk
Dated: February __, 2025

Exhibit A

[Legal Description, to be confirmed by Title Commitment]

Parcel 22-29-276-009:

T1N, R8E, SEC 3 PART OF E 1/2 OF SE 1/4 BEG AT INTER OF S SEC LINE WITH ELY SHORE OF FISH LAKE, TH NWLY ALG SHORE TO SW COR OF 'WALLED LAKE SHORES', TH S 22-02-00 W 324.2 FT, TH N 44-58-00 W 220 FT TO WLY SHORE OF SAID FISH LAKE, TH SWLY ALG SHORE OF SAID LAKE TO PT ON S SEC LINE 80 FT E OF SW COR OF SE 1/4 OF SE 1/4, TH E ALG S SEC LINE TO BEG

Parcel 22-03-477-013:

T1N, R8E, SEC 3 WALLED LAKE SHORES LOT 7

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

PURCHASE AGREEMENT

BY SIGNING THIS PURCHASE AGREEMENT (Agreement), James F. Kenner, whose address is 4215 Village Court, West Bloomfield, MI 48323 (Seller), and the **City of Novi**, whose address is 45175 W. Ten Mile Road, Novi, MI 48375 (Buyer), agree to sell and purchase the following real estate located in the City of Novi, Oakland County, Michigan, described as follows:

See Exhibit A, attached

Two parcels of land, Parcel I.D. No. 22-03-477-012, commonly known as 329 Elm Court and approximately 5.43 acres in area, and Parcel I.D. No. 22-03-481-001, a vacant parcel of land approximately 0.56 acres in area (the Property), with Buyer to pay **Two Hundred and Ten Thousand Dollars ($210,000.00**) (the Purchase Price), subject to the existing building and use restrictions and easements of record, and zoning ordinances, if any, on the following conditions:

CASH SALE

Seller shall convey title to the Property to Buyer by delivery of a warranty deed conveying marketable title (Deed) on tender of the Purchase Price. Payment of the Purchase Price is to be made in cash, bank cashier's check, or wire transfer at the time of closing.

EVIDENCE OF TITLE

As evidence of title, Seller, at Seller's expense, agrees to furnish Buyer within ten (10) days of the Effective Date (as defined below), a commitment for title insurance issued by ~~a reputable title company licensed to do business in the State of Michigan, in good standing (the Title Company) and acceptable to the Buyer,~~ATA National Title Group – Seaver Title Agency, Attn: Melony D. Henry, Senior Escrow Officer (mhenry@seavertitle.com), 42651 Woodward Ave, Bloomfield Hills, MI 48304 (Title Company), in an amount not less than the Purchase Price and bearing a date later than the acceptance date of this Agreement, with the owner's policy to be issued pursuant to the commitment insuring marketable title (as defined below) to the Property in Buyer.

Seller agrees that the commitment for title insurance and the subsequent policy to be issued shall be ***without standard exceptions*** provided ~~Purchaser obtain~~Buyer obtains a survey and shall be recertified and updated at the closing of this transaction as of the date of such closing or the most recent date through which the county register of deeds has completed the recording and indexing of real estate instruments and documents in order to eliminate the "gap" period

between the date of such title commitment and the closing of this transaction, and that the policy issued will be updated to close any "gap" period between the date of closing and the date of the recording of the deed to Buyer. Seller shall also arrange to provide Buyer with a marked-up commitment for title insurance at the closing of this transaction guaranteeing that title is in the condition required under this paragraph.

Seller shall execute an owner's affidavit and such other documents as the title insurance company or its agent typically requires for the issuance of a policy without standard exceptions; provided, however, that Buyer shall pay for the cost of any survey required for the deletion of the standard exceptions. For purposes of this Agreement, marketable title shall mean fee simple title free and clear of any and all liens and encumbrances whatsoever, excepting only recorded and enforceable building and use restrictions, public utility easements of record, and zoning ordinances, which shall not constitute title defects or render the title to the Property unmarketable; provided, however, that Buyer, at Buyer's sole option, may elect to accept title in whatever condition it may be in, notwithstanding such condition would not meet the above definition of "marketable title" and, in such event, marketable title shall mean the condition of title which Buyer has elected to accept.

TITLE OBJECTIONS

Buyer shall have ten (10) days after the date on which Buyer receives the Title Commitment within which to notify Seller of any objections it has to the commitment for title insurance. If objection to the title is made based on a written opinion of Buyer's attorney that the title is not in the condition required for performance of this Agreement, Seller, at Seller's sole option, shall have thirty (30) days from the date Seller is notified in writing of the particular defects claimed, either (1) to fulfill the requirements in the commitment or to remedy the title defects set forth in Buyer's attorney's opinion or (2) to refund the deposit in full termination of this Agreement. If Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment, or endorsement to commitment, Buyer agrees to complete the sale as provided herein, subject to any other contingency contained in this Agreement. If, after reasonable efforts, Seller is unable to furnish satisfactory title within the time specified, the deposit shall be immediately refunded in full termination of this Agreement, unless Buyer elects to proceed with the sale accepting such title as Seller is able to convey.

EARNEST MONEY DEPOSIT

On the Effective Date (as defined below) of this Agreement, Buyer shall make an earnest money deposit of Five Thousand Dollars ($5,000.00) which shall be held by the Title Company and which shall be applied toward the Purchase Price at closing if the sale is consummated.

TAXES AND PRORATED ITEMS

All taxes and assessments which have become a lien on the land as of the date of closing

shall be paid by Seller, except that: (a) all current property taxes shall be prorated and adjusted between Seller and Buyer as of the date of closing on a due-date basis, without regard to lien date, as if paid prospectively (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 shall be treated as if paid for the period December 1 through the following November 30); and (b) Buyer shall be responsible for the payment of all property taxes falling due after the date of closing without regard to lien date. Capital or lateral charges and special assessments which have become a lien on the Property shall be paid in full by Seller on or before closing. Capital or lateral charges and special assessments which have not become a lien on the Property shall be paid by Buyer either in full at closing, or, if applicable, in installments. Seller shall pay the cost of all utilities and service charges for the entire Property through and including the date of transfer of possession and occupancy to Buyer.

CLOSING

Closing shall take place at the office of the Title Company or at the Buyer's offices. If the closing takes place anywhere other than at the office of the Title Company, Seller shall arrange for a Title Company representative with authority to update and mark up the commitment for title insurance as required under this Agreement to be present at the closing. If title can be conveyed in the condition required under this Agreement and all contingencies have been satisfied or waived, closing shall take place on a date and time as is mutually agreeable to the parties and as dictated by the ability and availability of Buyer's lender, if any, to close, provided, however, that closing shall occur not later than ~~**March 30, 2024.**~~**April 15, 2025.** Seller shall provide a complete package of every document (other than loan documents) to be executed by Buyer to Buyer's attorney at least 48 hours before closing.

PAYMENT OF FEES, CLOSING COSTS, ETC.

Buyer shall pay all closing fees and all costs associated with recording the required Deed and any loan documents. The parties agree that the Title Company shall prepare the required Deed and closing documents necessary to complete this transaction, that the Title Company shall conduct the closing, and that the cost of same, together with any settlement, document preparation, or disbursement fee, shall be borne equally by Buyer and Seller. Seller shall also pay the required transfer tax, the cost of an owner's commitment and policy of title insurance, and applicable recording fees relative to the discharge of Seller's mortgage, if any. At closing, the parties shall execute closing statements prepared by the Title Company and all income or other tax reporting documents as required by the Title Company.

BUYER'S CONTINGENCIES

Buyer's obligations under this Agreement shall be contingent on the following:

Survey. At Buyer's sole option and expense, Buyer obtaining a survey (of any type, e.g., mortgage report, ALTA/ASCM survey with any Table A options Buyer desires) of the Property within

~~ninety (90~~sixty (60) days after the Effective Date (as defined below). If Buyer is not satisfied with the results of the survey for any reason related to title, marketability, or Buyer's use of the Property, or if, for any reason, the survey is insufficient to cause the survey exception to be deleted from the standard exceptions to the policy of title insurance, Buyer shall so notify Seller in writing at any time within ~~fourteen (14) business days after~~ the ~~expiration of the ninety (90~~sixty (60) day survey period. On receipt of written notice of same, Seller shall immediately refund to Buyer all sums deposited by Buyer and this Agreement shall be terminated and of no further force and effect. If no written objection is made by Buyer within the stated period, this survey contingency shall be deemed to be waived by Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

Environmental. At Buyer's sole option and expense, Buyer obtaining satisfactory inspections and testing of the Property for radon, asbestos, toxic mold, and/or environmental contamination, including a Phase I Environmental Site Assessment (ESA), Phase II ESA, and if applicable a Baseline Environmental Assessment (BEA) of the Property, by a qualified person acceptable to Buyer, at Buyer's sole option and expense, within ~~ninety (90~~sixty (60) days after ~~Buyer's receipt of an accepted copy of this Purchase Agreement from Seller~~the Effective Date. If this inspection or testing shows any type of Environmental Condition, Buyer shall have the option to terminate this Agreement by written notice to Seller at any time within ~~fourteen (14) days after expiration of~~ the ~~ninety (90~~sixty (60) day inspection period. In such event, upon written notice of same to Seller, Buyer shall be immediately refunded all sums deposited by Buyer hereunder and this Agreement shall be terminated and of no further force and effect.

Nothing contained herein, however, shall be construed to mean the Buyer is indemnifying or otherwise holding Seller harmless from third-party actions or suits in regard to asbestos, toxic mold and/or environmental contamination of the Property or any other matter. When used herein, the term "Property" shall include all aspects of the Property, such as, but not limited to, any buildings on the Property and the soil and groundwater beneath the Property. When used herein, "Environmental Condition" shall mean any condition or conditions affecting or relating to the air, soil, groundwater, or surface water at or about the Property and any failure to comply with governmental requirements, including environmental protection laws, relating to such condition or conditions, which could or does require remediation, including abatement, investigation, containment, or removal and/or which could result in Environmental Claim(s).

If no written objection is made by Buyer within the stated period, this ~~survey~~environmental contingency shall be deemed to be waived by Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition. ~~However, Buyer's obligation to purchase any or all of the Property is subject to and contingent upon Buyer's satisfaction that the Property can be feasibly and economically used for the intended uses with any environmental remediation deemed necessary by Buyer, in its sole and absolute discretion.~~

~~To assist in this environmental review, Seller shall provide Buyer with any and all information in its possession regarding the environmental condition of the Property, including any Phase I, Phase II, or BEA information.~~

Suitability for purpose. At Buyer's sole option and expense, within ~~ninety (90~~sixty (60) days after ~~receipt of an accepted copy of this Purchase Agreement from Seller, of satisfactory soil borings and~~the Effective Date, of other tests, information, and reports of consultants indicating that the Property is, in the Buyer's sole opinion, suitable for the Buyer's intended use of and improvements to the Property. If Buyer, in Buyer's sole discretion, is not satisfied with the results of such inspections, ~~borings,~~ tests, reports, or other information for any reason, Buyer shall so notify Seller in writing at any time within ~~fourteen (14) days after~~ the ~~expiration of the ninety (90~~sixty (60) day inspection period. In the event that such inspections~~, borings~~, tests, reports, or other information are not satisfactory to Buyer, upon written notice of same to Seller, Buyer shall be immediately refunded all sums deposited by Buyer hereunder and this Agreement shall be terminated and of no further force and effect. If no written objection is made by the Buyer within the stated period, this contingency shall be deemed to be waived by the Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

Seller shall not be liable for any damage, loss, or injury caused by or resulting from any action or nonaction of Seller due to its inspection of the Property. Buyer shall indemnify and hold Seller harmless from any damage, loss, or injury, including, without limitation, costs and expenses of investigating, defending, and settling or litigating any claim, including reasonable attorney fees, arising out of Buyer's (or Buyer's representatives, agents, employees, associates, and divisions) presence on the Property before the closing date. On completion of all inspections and evaluations by Buyer, Buyer shall return the premises to their prior condition if the closing on this Property does not take place for any reason and will provide Seller with copies of any documentation relating to the results of Buyer's inspection of the Property.

SELLER'S REPRESENTATIONS

Seller represents to Buyer as follows:

To the best of Seller's knowledge, there is no pending litigation affecting all or any part of the Property, or Seller's interest in it.

To the best of Seller's knowledge, there are no unrecorded interests of any person(s) or entity(ies) in and to the Property whatsoever (including, but not limited to, easements, profits, and licenses).

To the best of Seller's knowledge, there are no easements, either above the surface, at grade, or subsurface, other than utility easements of record, which would affect or interfere with Buyer's use and enjoyment of the Property, as determined by Buyer.

To the best of Seller's knowledge, there are no underground storage tanks or hazardous or toxic substances existing on, under, or above the Property as defined in any federal, state, or local law, regulation, rule, statute, or directive, nor is there any asbestos or urea formaldehyde foam insulation installed in or on the Property.

Seller will transfer all division rights available to Buyer with the Deed.

Except for the foregoing representations, Seller makes no representation or warranty regarding the condition of the Property and upon Closing, Buyer accepts the Property in its AS IS Condition.

CONDITION OF PROPERTY

Seller agrees that the Property will remain in substantially the same condition in which it existed as of the date of this Agreement for the period through the last date of Seller's ownership and possession of the Property. Seller and Buyer agree that Buyer shall be permitted to conduct a walk-through inspection of the premises and Property within 48 hours of the date of closing to enable the Buyer to confirm that the Property is in substantially the same condition as existed upon the date of Buyer's physical inspection(s). If Buyer is not then satisfied that the premises and Property have been maintained by Seller as required, Buyer shall have the right to delay the closing until Seller returns the premises and Property to the required condition at Seller's expense. If the Seller fails or refuses to return the premises and Property to the required condition within fourteen (14) days of Buyer's demand for same, Buyer shall have the right (but not the obligation) to declare this agreement to buy and sell the Property null and void and immediately thereafter all deposits paid by Buyer shall be returned to Buyer.

BROKER

There are no brokers involved in this transaction.

EXPIRATION

It is contemplated, but not required, that this Agreement will be signed by the Buyer first, with the Earnest Money Deposit given to the Title Company. In such event, Seller shall have five (5) business days from the date of receipt of the Agreement after it has been executed by Buyer to accept and deliver a countersigned original of this Agreement to Buyer or Title Company; otherwise, this Agreement shall constitute an expired offer to purchase, and the Earnest Money Deposit shall be immediately returned to the Buyer.

TIME IS OF THE ESSENCE

At all times under this agreement where certain time constraints are set forth, the parties have agreed that TIME IS OF THE ESSENCE and that no extensions of said time limits are expected or agreed to unless specifically agreed to in writing.

RISK OF LOSS

Seller and Buyer agree that the Michigan Uniform Vendor and Buyer Risk Act (MCLA § 565.701, et seq.) shall be applicable to this Agreement, except that Buyer shall have the sole uncontrolled discretion to determine and define what constitutes "material" damage or destruction.

DUE ON SALE

Seller understands that consummation of the sale or transfer of the Property described in this agreement shall not relieve the Seller of any liability that Seller may have under the mortgage(s) to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation.

BUYER'S DEFAULT

In the event of material default by the Buyer under this Agreement, Seller may, as Seller's sole option, declare a forfeiture hereunder and retain the deposit as liquidated damages.

SELLER'S DEFAULT

In the event of material default by Seller under this Agreement, Buyer may, at Buyer's option, elect to enforce the terms of this agreement, or be entitled to an immediate refund of the entire deposit in full termination of this agreement.

CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to Agreements made and to be performed in that State. Should any court action be commenced at any time involving or concerning this Agreement, the parties hereto consent and agree to jurisdiction and venue being in the State of Michigan Circuit Court in Oakland County. The agreement of the parties in this paragraph shall survive the Closing of this transaction.

LEGAL DOCUMENT; INTERPRETATION

This is a legal and binding document, and both Buyer and Seller acknowledge that they have been advised to consult an attorney to protect their interests in this transaction. Where the transaction involves financial and tax consequences, the parties acknowledge that they have been

advised to seek the advice of their accountant or financial adviser. No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

NOTICES

All notices and demands required or permitted under this agreement shall be in writing and shall be served personally or by postage prepaid United States first class, certified (return receipt requested), or registered mail, addressed to the party at the address indicated on page 1 hereof or to such other place as may be designed by notice given in accordance with this section. It is agreed to by the parties that offers, acceptances and notices required hereunder may, but are not required to, be delivered by facsimile (fax) copy to the parties or their agents provided a hard copy (originally signed copy) is mailed or delivered in a timely manner. If faxed, the date and time of the receipt of the fax shall be the date and time of said offer, acceptance or notice. If not faxed, notice shall be deemed to have been given on the earlier of (a) the date of personal delivery, (c) the date when received, or (c) one (1) day after mailing if mailed in the State of Michigan.

GRAMMAR AND HEADINGS

Whenever words herein are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Agreement that are singular shall be read as plural whenever the latter would so apply and vice versa. The headings contained herein are for the convenience of the parties and are not to be used in construing the provisions of this Agreement.

BINDING EFFECT

The covenants, representations and agreements herein are binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns, and shall survive the Closing where indicated.

EFFECTIVE DATE

The Effective Date of this agreement shall be the date on which the last person to sign this document (in its final form) shall have signed the document. In the event the parties fail to insert the date of execution beneath their signatures below, then the date of execution shall be the date on which Seller actually signed the document. **IT IS THEREFORE VERY IMPORTANT FOR EACH PERSON SIGNING THIS DOCUMENT TO PLACE THE DATE OF SIGNING IN THE SPACE PROVIDED BELOW THEIR SIGNATURE.**

ENTIRE AGREEMENT/WRITTEN AGREEMENTS ONLY

This Agreement contains the entire agreement between Seller and Buyer. There are no

agreements, representations, statements, or understandings which have been relied on by Seller or Buyer which are not stated in this Agreement. IT IS THE PARTIES' INTENT IN THEIR DEALINGS THAT IF IT IS NOT IN WRITING, IT IS NOT ENFORCEABLE. This Agreement (and written and signed addenda, if any) cannot be modified, altered, or otherwise amended without a writing being duly signed or initialed, as the case may be, by both Seller and Buyer. The parties agree that facsimile signatures and duly initialed changes are legally enforceable provided the applicable writing contains such signature or initials of all parties to this Agreement.

ACCORDINGLY, Seller and Buyer have executed this Purchase Agreement as of the date written below.

SELLER

_____

By: James F. Kenner

Dated: ~~_____, 2024~~February __, 2025

CITY OF NOVI

_____

By: Justin P. Fischer

Its: Mayor

Dated: ~~_____, 2024~~February __, 2025

_____

By: Cortney Hanson

Its: Clerk

Dated: ~~_____, 2024~~February __, 2025

Exhibit A

[Legal Description, to be confirmed by Title Commitment]

Parcel 22-29-276-009:

T1N, R8E, SEC 3 PART OF E 1/2 OF SE 1/4 BEG AT INTER OF S SEC LINE WITH ELY SHORE OF FISH LAKE, TH NWLY ALG SHORE TO SW COR OF 'WALLED LAKE SHORES', TH S 22-02-00 W 324.2 FT, TH N 44-58-00 W 220 FT TO WLY SHORE OF SAID FISH LAKE, TH SWLY ALG SHORE OF SAID LAKE TO PT ON S SEC LINE 80 FT E OF SW COR OF SE 1/4 OF SE 1/4, TH E ALG S SEC LINE TO BEG

Parcel 22-03-477-013:

T1N, R8E, SEC 3 WALLED LAKE SHORES LOT 7

CITY OF NOVI CITY COUNCIL
FEBRUARY 10, 2025

SUBJECT: Enter Executive Session immediately following the regular meeting of February 10, 2025, in the Council Annex for the purpose of discussion the acquisition of real estate property and confidential written communication from the City Attorney.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

RECOMMENDED ACTION: Enter Executive Session immediately following the regular meeting of February 10, 2025, in the Council Annex for the purpose of discussion the acquisition of real estate property and confidential written communication from the City Attorney

CITY OF NOVI CITY COUNCIL
FEBRUARY 10, 2025

SUBJECT: Approval of claims and warrants – Warrant 1173

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, #1173 comes before City council for approval.

RECOMMENDED ACTION: Approval of claims and warrants – Warrant 1173

CITY OF NOVI
Warrant 1173
Monday, February 10, 2025

Check	Vendor Name	Description	Amount
194769	MICHIGAN PUBLIC HEALTH INSTITUTE	INVOICE 90058072 (HIDTA)	19,298.48
194770	OAKLAND COUNTY NARCOTIC ENFORCEMENT	OVERTIME 2024 DET CURTIS (HIDTA)	2,903.77
194771	OAKLAND COUNTY NARCOTIC ENFORCEMENT	OVERTIME 2024 DET FLAVIANI (HIDTA)	3,096.23
194772	11 MILE TWO LLC	BLDG. PAYMENT REFUND (ESCROW)	694.00
194773	123NET, INC	BLDG. BOND REFUND (ESCROW)	1,500.00
194774	123NET, INC	BLDG. BOND REFUND (ESCROW)	1,500.00
194775	1ST AYD CORPORATION	OPERATING SUPPLIES	478.49
194776	4 IMPRINT INC	SUPPLIES	482.27
194777	A AND R PLUMBING LLC	BUILDING MAINT (W&S, FACILITIES, PARKS MIANT)	13,871.01
194778	ACCUFORM PRINTING & GRAPHICS INC	HISTORICAL COMMISSION	264.80
194779	ADVANCE AUTO PARTS	VEHICLE MAINTENANCE	303.90
194780	AECOM GREAT LAKES, INC	PROFESSIONAL SERVICES (STREETS, DPW)	47,950.00
194781	AIRGAS USA, LLC	VEHICLE MAINTENANCE	806.98
194782	ALLIANCE HEALTH AND LIFE	EMPLOYEE HEALTHCARE INSURANCE	16,160.00
194783	ALLIE BROTHERS INC	WINTER UNIFORM ORDER (POLICE, FIRE)	18,656.12
194784	ALLIED BUILDING SERVICE COMPANY	BUILDING MAINTENANCE (LIBRARY)	2,545.00
194785	ALLIED INC	BUILDING MAINTENANCE (PARKS MAINT)	2,145.00
194786	ALTECH DOORS LLC	BUILDING MAINTENANCE (POLICE, FIRE)	2,514.75
194787	AMAZON	LIBRARY BOOKS	1,565.57
194788	AMERI-TIME LLC	VEHICLE MAINTENANCE	109.00
194789	AMERICAN ALUMINUM ACCESSORIES LLC	VEHICLE NEW INSTALL (FORFEITURE)	5,380.00
194790	AMERICAN HEART ASSOCIATION INC.	CONFERENCE	752.00
194791	APPLICANTPRO	PROFESSIONAL SERVICES	473.00
194792	APPLIED INNOVATION	INTERNAL TECHNOLOGY COMMUNITY RELATIONS	180.54
194793	ARAMARK REFRESHMENT SERVICES	OPERATING SUPPLIES	358.40
194794	ASCENSION MICHIGAN EMPLOYER	MEDICAL SERVICE	639.00
194795	ASCENSION PROVIDENCE HOSPITAL	OPERATING SUPPLIES	305.00
194796	ASPHALT SPECIALISTS, INC.	CONSTRUCTION: 2022 NRP - ASPHALT (LOCAL ST)	250,367.80
194797	AT&T	TELEPHONE	17.82
194798	AUGUSTA HOMES	BLDG. BOND REFUND (ESCROW)	5,000.00
194799	BAKER & TAYLOR, LLC	AUDIO VISUAL MATERIALS	375.60
194800	BANDIBOOKS	LIBRARY BOOKS	491.42
194801	BARNHILL III, JOHN H.	YOUTH BASKETBALL	360.00
194802	BELL, BRUCE & JOANNE	2024 SUM PROPERTY TAX REFUND 50-22-35-178-005	4,093.08
194803	BELLE TIRE	VEHICLE MAINTENANCE	257.69
194804	BELLE TIRE	2024 WIN PROPERTY TAX REFUND 50-22-23-176-023	6,278.05
194805	BESK, DANIEL	YOUTH BASKETBALL	600.00
194806	BORCHARDT, BARRY	WITNESS	52.20
194807	BOUND TREE MEDICAL LLC	OPERATING SUPPLIES	344.22
194808	BRIGHTSOURCE LIGHTING SOLUTIONS LLC	BUILDING MAINTENANCE (FACILITIES, POLICE)	1,402.82
194809	BRILLIANT SYSTEMS, LLC	EMERGENCY COMMUNICATION SERVICE	291.60
194810	BRODART CO.	LIBRARY BOOKS	8,224.60
194811	BROWN, RANSOM	LIBRARY PROGRAMMING	70.00
194812	CANFIELD EQUIPMENT SERVICES INC.	VEHICLE NEW INSTALL (FORFEITURE)	3,701.97
194813	CAPITAL TIRE INC	VEHICLE MAINTENANCE (POLICE)	1,016.00
194814	CARPET WORKROOM INC, THE	LIBRARY PROGRAMMING	355.00
194815	CATHOLIC CENTRAL HIGH SCHOOL	BLDG. BOND REFUND (ESCROW)	1,600.00
194816	CBTS LLC	INTERNAL TECHNOLOGY (POLICE, IT)	4,701.22
194817	CDW GOVERNMENT LLC	INTERNAL TECHNOLOGY (IT)	4,367.33
194818	CENTER POINT LARGE PRINT	LIBRARY BOOKS	74.91
194819	CHELSEA DISTRICT LIBRARY	LIBRARY BOOKS FINES	30.00
194820	CHOI, SUK	2024 WIN PROPERTY TAX REFUND 50-22-10-376-567	1,648.53
194821	CINTAS CORP	SUPPLIES UNIFORMS (DPW, FACILITIES)	1,214.08
194822	CONTRACTOR'S CLOTHING CO.	SUPPLIES UNIFORMS	365.47
194823	COUGAR SALES & RENTAL INC	OPERATING SUPPLIES	407.94
194824	COVERT MOBILE VETERINARY CARE	OPERATING SUPPLIES	398.00
194825	CRANDALL-WORTHINGTON INC	CUSTODIAL SUPPLIES (POLICE, FIRE, DPW, P&R)	3,979.86
194826	DEINEK, KIMBERLY A.	LIBRARY PROGRAMMING	70.00

194827	DELL MARKETING L.P.	INTERNAL TECHNOLOGY (IT)	7,380.10
194828	DEMBS DEVELOPMENT	BLDG. PAYMENT REFUND (ESCROW)	252.10
194829	DETROIT HISTORICAL SOCIETY	HISTORICAL COMMISSION	275.00
194830	DETROIT SALT COMPANY LLC	WINTER MAINTENANCE (STREETS)	17,871.39
194831	DITCH WITCH SALES OF MICHIGAN	EQUIPMENT MAINTENANCE	360.94
194832	DL CONNECT	PROFESSIONAL SERVICES	175.00
194833	DOI, MASARU	WITNESS	10.20
194834-194836	DRN & ASSOCIATES, ARCHITECTS, PC	PROFESSIONAL SERVICES (PLANNING, ESCROW)	10,860.00
194837	EBERSPAECHER NORTH AMERICA INC	BLDG. BOND REFUND (ESCROW)	2,112.00
194838	EDWARDS GLASS COMPANY	BUILDING MAINTENANCE (FACILITIES)	4,992.00
194839	EGANIX, INC	FOG (FATS, OILS, & GREASE) PREVENTION (W&S)	2,650.00
194840	ELLSWORTH INDUSTRIES INC.	ROUTINE MAINTENANCE (STREETS, DRAIN, W&S)	15,573.62
194841	ENABLEPOINT INC.	OUTSIDE DATA PROCESSING (POLICE)	4,578.00
194842	ERICKSON, CHELSEA	DANCE PROGRAMS (PARKS & REC)	9,075.00
194843	ETHERLY, JERRAN	YOUTH BASKETBALL	120.00
194844	FARKAS, JULIE	PETTY CASH	60.43
194845	FELDMAN CHEVROLET OF NOVI	VEHICLE MAINTENANCE (POLICE)	2,452.43
194846	FIELEK GROUP BUILDERS LLC	BLDG. BOND REFUND (ESCROW)	1,200.00
194847	FITNESS THINGS INC	OPERATING SUPPLIES FITNESS	185.00
194848	FLEETPRIDE INC.	VEHICLE MAINTENANCE (DPW)	2,048.29
194849	FLINT NEW HOLLAND INC.	LAWN MOWER MAINTENANCE (DPW)	1,318.80
194850	FLOWERS, AMY	LIBRARY PROGRAMMING	70.00
194851	FOSTER, SWIFT, COLLINS & SMITH, P.C	LEGAL FEES	367.50
194852	GALE/CENGAGE LEARNING	LIBRARY BOOKS	70.37
194853	GARBER, DEAN	YOUTH BASKETBALL	200.00
194854	GARRETT AUTO & TRUCK SERVICE INC	VEHICLE MAINTENANCE (FIRE)	8,675.93
194855	GARY'S CATERING INC	PRISONER SUPPLIES	239.90
194856	GEORGE W. AUCH COMPANY	BLDG. PAYMENT REFUND (ESCROW)	958.00
194857	GLASS AMERICA	VEHICLE MAINTENANCE	309.79
194858	GOSSETT, AMANDA M.	LIBRARY PROGRAMMING	35.00
194859	GRAINGER INC, W W	VEHICLE MAINTENANCE	58.42
194860	GRAY, SCOTT	YOUTH VOLLEYBALL	600.00
194861	GREAT LAKES ACE	OPERATING SUPPLIES	81.95
194862	GREAT LAKES POWER & LIGHTING INC.	BUILDING MAINTENANCE (POLICE, FIRE, PARKS)	6,419.15
194863	GREAT LAKES PROFILES, INC.	PRE EMPLOYMENT TESTING	160.00
194864	GREAT LAKES WATER AUTHORITY	WATER PURCHASES 12/2024 (W&S)	782,324.64
194865	GREEN OAK TIRE INC.	VEHICLE MAINTENANCE (FIRE, DPW)	7,523.52
194866	GUNNERS METERS & PARTS, INC.	WATER LINE MAINTENANCE (W&S)	2,133.00
194867	HALLORAN, KEVIN	YOUTH BASKETBALL	120.00
194868	HANSON RENAISSANCE COURT REPORTERS	PROFESSIONAL SERVICES	423.75
194869	HAROLD'S FRAME SHOP, INC	OPERATING SUPPLIES	255.00
194870	HL LAWN SERVICES	WINTER MAINTENANCE (MUNI STREETS)	21,830.94
194871	HOME DEPOT CREDIT SERVICES	OPERATING SUPPLIES - CITYWIDE	2,713.75
194872	HOUSE, MONICA L.	LIBRARY PROGRAMMING	70.00
194873	HUANG, WENSHU & JIN, XIPENG	2024 SUM PROPERTY TAX REFUND 50-22-22-454-013	5,914.06
194874	ILINICH, JULIA	PARKS REFUND	10.00
194875	IMAGAMERICA	SUPPLIES UNIFORMS	515.00
194876	IMAGE 360 - NOVI	BUILDING MAINTENANCE	44.30
194877	IMPERIAL DADE	BUILDING MAINTENANCE	23.71
194878	INTRADO LIFE & SAFETY, INC	TELEPHONE MAINTENANCE	440.19
194879	J & B MEDICAL SUPPLY INC	OPERATING SUPPLIES	46.05
194880	JANSON, PAMELA L.	OLDER ADULTS FITNESS (P&R)	1,269.00
194881	JB DONALDSON	BLDG. PAYMENT REFUND (ESCROW)	398.00
194882	JLL PROPERTY 4 LLC & HALLAHAN	2024 SUM PROPERTY TAX REFUND 50-22-02-200-041	15,220.90
194883	JOHNSON, KELLEY J	2024 SUM PROPERTY TAX REFUND 50-22-36-226-080	3,212.20
194884	KENWHIRL APPLIANCE SERVICE	BUILDING MAINTENANCE	99.00
194885	KIMBALL MIDWEST	OPERATING SUPPLIES (POLICE, DPW)	2,778.80
194886	KINOKUNIYA BOOK STORES OF AMERICA	LIBRARY BOOKS	322.29
194887	KNIGHT WATCH INC	COMPUTER SUPPLIES	194.24
194888	KNOWBE4, INC	COMPUTER SUPPLIES (LIBRARY)	2,862.50
194889	LIBERTY, MARVIN	YOUTH BASKETBALL	240.00
194890	LIBRARY NETWORK, THE	TLN AUTOMATION SERVICES (LIBRARY)	2,158.74
194891	LIMB WALKERS TREE & SNOW	FORESTRY MAINTENANCE (TREE FUND)	10,762.50
194892	LOKKEN, ROBIN S.	YOUTH BASKETBALL	280.00
194893	LONG MECHANICAL, INC.	HVAC REPLACEMENT (ICE ARENA)	60,681.60
194894	LOOMIS	ARMORED CAR SERVICES	667.03

194895	LUNGHAMER FORD OF OWOSSO LLC	2024 F-550, F-350'S, F-150'S ESCAPES (DPW, W&S)	104,548.00	
194896	M-2 AUTO PARTS, INC.	VEHICLE MAINTENANCE (DPW, POLICE)	2,966.78	
194897	MACALLISTER MACHINERY CO., INC	EQUIPMENT RENTAL (W&S)	3,535.00	
194898	MACQUEEN EMERGENCY	VEHICLE MAINTENANCE (FIRE)	2,412.31	
194899	MALINOWSKI, JUDITH M.	MEDICAL SERVICE (FIRE)	1,000.00	
194900	MARCO TECHNOLOGIES, LLC	OFFICE SUPPLIES	284.73	
194901	MARZONIE, TRACEY	REIMBURSEMENT	38.96	
194902	MASTERCARE INSTITUTE DBA	EDUCATION AND TRAINING	518.00	
194903	MC AULIFFE, MICHAEL	YOUTH BASKETBALL	200.00	
194904	MCDONOUGH, JAMES F & MARY J	2024 WIN PROPERTY TAX REFUND 50-22-02-226-210	496.41	
194905	MCKENNA ASSOCIATES INC	HCD (COMMUNITY DEV BLOCK GRANT)	575.00	
194906-194910	MERJENT, INC	PROFESSIONAL SERVICES (PLANNING, ESCROW)	37,630.00	
194911	MICHIGAN LIBRARY ASSOCIATION	CONFERENCE	25.00	
194912	MICHIGAN RESERVE ASSOCIATES, LLC	PROFESSIONAL SERVICES (LIBRARY)	1,470.00	
194913	MICHIGAN RURAL WATER	CONFERENCE	555.00	
194914	MIDWEST TAPE, LLC	AUDIO VISUAL MATERIALS (LIBRARY)	1,041.79	
194915	MISSION COMMUNICATIONS, LLC	SEWER LINE MAINTENANCE	249.00	
194916	MOBILE COMMUNICATIONS AMERICA INC	RADIO MAINTENANCE	136.25	
194917	MQA LLC	UB REFUND FOR 42900 LEDGEVIEW DR	240.97	
194918	MR HANDYMAN OF BLOOMFIELD	HCD (COMMUNITY DEV BLOCK GRANT)	716.00	
194919	NEW PIG CORPORATION	BUILDING MAINTENANCE	104.67	
194920	NIGHT AND DAY PRODUCTIONS, INC	VALENTINE DADS/DAUGHTER	750.00	
194921	NOVI CHAMBER OF COMMERCE	CONFERENCE	540.00	
194922	NOVI YOUTH ASSISTANCE	HCD (COMMUNITY DEV BLOCK GRANT)	1,879.00	
194923-194925	NOVI, CITY OF	CITY SHARE OF FEES COLLECTED	17,508.11	
194926	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE (DPW, PARKS, POLICE)	1,114.52	
194927	OAKLAND COUNTY TREASURERS	ANNUAL CLEMIS FEES 2024-25 (POLICE)	13,073.00	
194928	OAKLAND COUNTY WATER RESOURCES	OCDC PERMIT FEE	400.00	
194929	OCCUPATIONAL HEALTH CENTERS OF	MEDICAL SERVICE	91.00	
194930	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	418.86	
194931	OLANDO, MICHAEL	TUITION REIMBURSEMENT	444.00	
194932	ORCHARD, HILTZ & MC CLIMENT	PROFESSIONAL SERV - VAR PROJ (STREETS, W&S)	95,846.98	
194933	ORKIN	CONTRACTUAL SERVICES	888.00	
194934	OSCAR W. LARSON CO.	GASOLINE AND OIL	4,706.00	
194935	OTIS ELEVATOR COMPANY	CONTRACTUAL SERVICES	188.97	
194936	OVERDRIVE, INC.	ELECTRONIC MEDIA (LIBRARY)	10,038.73	
194937	PAHUJA, ATUL	REFUND PARKS	150.00	
194938	PAMAR ENTERPRISES, INC.	CONSTRUCT: SS UPGRADES (LANNYS & DRAKE) (W&S)	304,302.97	
194939	PARAGON LABORATORIES, INC.	MANDATORY EPA WATER TESTING	348.00	
194940	PEPPER & SON INC, J.W.	CHORALAIRES	3.00	
194941	PHOENIX SAFETY OUTFITTERS	UNIFORMS NEW RECRUITS	225.00	
194942	PLAYSCAPES LLC	PROGRAMMING EXPENSE (LIBRARY)	1,088.85	
194943	POWER CLEANING SYSTEMS	EQUIPMENT MAINTENANCE (DPW)	1,428.67	
194944	PRECISE MRM LLC	INTERNAL TECHNOLOGY - CITYWIDE (IT)	3,358.00	
194945	PULTE HOMES OF MICHIGAN	BLDG. PAYMENT REFUND (ESCROW)	429.40	
194946	QUALITY FIRST AID & SAFETY, INC.	OPERATING SUPPLIES	628.11	
194947	QUICK SILVER MARKETING SOLUTIONS	YOUTH BASKETBALL / VOLLEYBALL (PARKS & REC)	2,850.00	
194948	REGAL TITLE AGENCY LLC	UB REFUND FOR 22451 KENSINGTON	276.89	
194949	RICKEL, AIDAN	CHORALAIRES (PARKS & REC)	1,240.00	
194950	RKA PETROLEUM COS., INC	GASOLINE AND OIL	20,975.08	
194951	ROEBUCK, JOHN	REFUND PARKS	10.00	
194952	RONNISCH CONSTRUCTION GROUP LLC	BLDG. BOND REFUND (ESCROW)	1,474.80	
194953	RONNISCH CONSTRUCTION GROUP LLC	BLDG. BOND REFUND (ESCROW)	134.00	
194954	ROSATI, SCHULTZ, JOPPICH	LEGAL FEES (ESCROW, GF)	31,891.30	
194955	VOID	VOID	-	V
194956	ROYAL TRUCK & TRAILER SALES & SVC	VEHICLE MAINTENANCE	14.01	
194957	RUGGIRELLO, CHARLES	YOUTH BAKETBALL	360.00	
194958	RYL FLEXIBILTY THERAPIES LLC	OLDER ADULTS MASSAGE (PARKS & REC)	1,092.00	
194959	SAM'S CLUB DIRECT	LIBRARY PROGRAMMING	585.51	
194960	SCHAVE, TINA	REFUND PARKS	10.00	
194961	SESAC, INC.	MEMBERSHIPS (PARKS & REC)	1,982.00	
194962	SINGH CONSTRUCTION II LLC	BLDG. PAYMENT REFUND (ESCROW)	677.30	
194963	SINGH, JERRY & GURJIT	2024 WIN TAX REFUND 50-22-19-401-012	200.00	
194964	SIRCHIE FINGER PRINT LABORATORIES L	OPERATING SUPPLIES	187.22	
194965	SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES	644.56	
194966	SOVEL'S SERVICE CENTER	VEHICLE MAINTENANCE	348.26	

194967	SPALDING DE DECKER	PROFESSIONAL SERVICES (ESCROW)	12,750.93
194968	SPAULDING MFG INC	QUOTED REPAIRS TO 2-TON HOTBOX (DPW)	11,834.00
194969	SPEEDWAY LLC	BLDG. BOND REFUND (ESCROW)	1,456.00
194970	SPEEDWAY LLC	BLDG. BOND REFUND (ESCROW)	750.00
194971	SPEEDWAY LLC	BLDG. BOND REFUND (ESCROW)	3,000.00
194972	STATE OF MICHIGAN	COST SHARE: WIXOM ROAD REHABILITATION (STREETS)	18,906.00
194973	STORAGE PRODUCTS CO	2024 WIN PROPERTY TAX REFUND 50-22-19-203-008	4,945.48
194974	SUNBELT RENTALS INC	EQUIPMENT RENTAL	700.00
194975	SUPER FLEET MASTERCARD	GASOLINE AND OIL	25.60
194976	SYSTEMP CORPORATION	BUILDING MAINTENANCE (FACILITIES, POLICE)	68,552.98
194977	T & M ASPHALT PAVING INC	CONST: PICKLEBALL & PARK (CIP, MEADOWBROOK)	100,758.08
194978	TRI-COUNTY INTERNATIONAL	VEHICLE MAINTENANCE (DPW)	3,342.67
194979	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLE MAINTENANCE (DPW)	4,839.04
194980	TRUE BLUE INVESTGATIONS LLC	RECRUITMENT PAID ON CALL	850.00
194981	USA BLUEBOOK	OPERATING SUPPLIES	321.56
194982	VARIPRO	EMPLOYEE FLEXIBLE SPENDING REIMBURSMENT	9,560.84
194983	VARSITY LINCOLN, INC	VEHICLE MAINTENANCE	541.96
194984	VECTOR INVESTMENTS, LLC	2024 WIN PROPERTY TAX REFUND 50-99-01-980-113	4,745.51
194985	VESCO OIL CORPORATION	VEHICLE MAINTENANCE (POLICE, FIRE, DPW)	1,744.55
194986	VIBE CREDIT UNION	BLDG. PAYMENT REFUND (ESCROW)	56.00
194987	VIBE CREDIT UNION	BLDG. PAYMENT REFUND (ESCROW)	50.00
194988	WAYNE CHAPTER SPEBSQSA, INC	OLDER ADULTS SPECIAL EVENTS	250.00
194989	WEAKLEY III, ROOSEVELT	YOUTH BASKETBALL	240.00
194990	WEINGARTZ SUPPLY CO INC	LAWN MOWER MAINTENANCE	424.97
194991	WEST METRO DOOR	BUILDING MAINTENANCE	427.50
194992	WITMER PUBLIC SAFETY GROUP INC	OPERATING SUPPLIES	404.37
194993	WIXOM COLLISION	VEHICLE MAINTENANCE	937.90
194994	ZUCCATO, ELISHA & MARC	2024 WIN PROPERTY TAX REFUND 50-22-02-151-010	3,139.47
194995	BELL, LINDSAY	APA-AICP-MAP MEMBERSHIP RENEWAL	652.00
194996	FELLHAUER, STEVEN	PER DIEM CONFERENCE	110.00
194997	GILLINGHAM, JOHN	PER DIEM CONFERENCE	110.00
194998	OAKLAND COUNTY REGISTER OF DEEDS	22168 BECK ROAD SIDEWALK EASEMENT	30.00
194999	OAKLAND COUNTY REGISTER OF DEEDS	PURE WASH SDFMEA	30.00
195000	OAKLAND COUNTY REGISTER OF DEEDS	EMERGENCY ACCESS EASEMENT CC	30.00
195001	OAKLAND COUNTY REGISTER OF DEEDS	THE BOND - 3RD AMENDMENT	30.00
195002	OAKLAND COUNTY REGISTER OF DEEDS	GUERNSEY SSWSE AND WSE	60.00
195003	OAKLAND COUNTY REGISTER OF DEEDS	CC WATER SYSTEM EASEMENT	30.00
195004	SCHRAMECK, JEANETTE	REIMBURSEMENT	229.00
195005	THEISEN, MARK	EXECUTIVE FIRE OFFICER / LEADERSHIP SYMP	238.00
195006-195063	DTE ENERGY	ELECTRICITY	60,710.27
195064	LIONHEART ALLIANCE, LLC	ORDER # 34956	3,031.84
		GRAND TOTAL	**$ 2,478,814.03**

GENERAL FUND	101	470,518.66
MAJOR STREET FUND	202	92,658.53
LOCAL STREET FUND	203	255,749.90
MUNICIPAL STREET FUND	204	26,372.39
PARKS, REC & CULTURAL SVCS FUND	208	29,426.41
DRAIN FUND	211	4,601.25
TREE FUND	213	10,762.50
FORFEITURE FUND	262	9,479.97
LIBRARY FUND	271	40,755.09
LIBRARY CONTRIBUTION FUND	272	1,534.66
COMMUNITY DVLPMNT BLOCK GRANT FUND	274	3,170.00
CAPITAL IMPROVMENT PRGRM (CIP) FUND	401	43,863.40
ICE ARENA FUND	570	60,681.60
SENIOR HOUSING FUND	574	57,068.44
WATER AND SEWER FUND	592	1,221,185.58
SELF INSURANCE - HEALTH CARE FUND	677	16,160.00
AGENCY FUND	701	56,601.64
CURRENT TAX COLLECTION FUND	703	49,893.69
MI HIDTA	725	28,330.32
GRAND TOTAL		**$ 2,478,814.03**