CITY COUNCIL AGENDA

CITY OF NOVI
Regular City Council Meeting
July 27, 2026 | 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, Martinez, Smith, Staudt

APPROVAL OF AGENDA

PUBLIC HEARINGS

PRESENTATIONS

Proclamations by Michigan State Representative Kelly Breen

Novi 2050 Long-Range Strategic Plan Update - Danielle Mahoney, Asst. City Manager

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. Appointments to Boards and Commissions

2. Initial presentation of the project in the City West Corridor, with the potential to utilize the State's Transformational Brownfield Program

3. Consideration of approval to award a contract to GM & Sons Inc. for as-needed concrete repairs, with the estimated annual amount of $608,000.

4. Approval to advance purchase one 12-foot by 6-foot precast box culvert and one 15-foot by 7-foot precast box culvert for the Lee BeGole Drive/Crescent Boulevard Road Extension project from Northern Concrete Pipe, Inc., in the amount of $698,488.

5. Consideration of final approval of the request for JSP25-02 Camelot Parc Townhomes, for a Planned Suburban Low-Rise (PSLR) Overlay Development Agreement Application and Concept Plan.

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

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

COMMITTEE REPORTS

1. Finance and Administration Committee - Mayor Fischer

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

3. Mobility Committee - Councilmember Staudt

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:
July 13, 2026 - Regular Meeting

B. Approval of Resolution Appointing City Manager, Community Development Director, and Economic Development Manager to the Economic Development Corporation Board of Directors.

C. Approval of resolution appointing City Manager, Community Development Director, and Finance Director to the Building Authority.

D. Approval of a Resolution Authorizing "2026 Michigan State Fair" to occur on the Vibe Showplace property at 46100 Grand River Avenue on September 2-7, 2026.

E. Adoption of a Resolution Authorizing Distribution of Proposed City of Novi Master Plan amendments to neighboring communities, Oakland County, railroads and public utilities for a 42-day review and comment period.

F. Approval of an ownership transfer of an escrowed 2025 Class C license for Kim's Bap LLC, transferring 50% interest from Kiwan Seo to Junghyang Kim, for the business located at 43155 Main Street, Suite 300, Novi, MI 48375.

G. Approval of request for a special land use for service of alcoholic beverages and to transfer ownership of an escrowed 2025 Class C and SDM license from OTB Acquisition LLC to Round One Entertainment Inc. located at 27600 Novi Rd., Suite 201, Novi, MI 48377

H. Approval of CLEMIS Authority Participation Agreement, Main Services Agreement, and Police/Fire Membership Orders.

I. Approval of a Storm Drainage Facility Maintenance Easement Agreement for UPH Novi Property, LCC for the Culver's located on the west side of Novi Road north of West Oaks Drive (parcel 50-22-15-200-115).

J. Approval of a sidewalk easement from UPH Novi Property, LLC as part of the Culver's site plan, located on the west side of Novi Road north of West Oaks Drive (parcel 50-22-15-200-115).

K. Approval of the final closing documents from Hartwell Cement Company, Inc, for the 2024 Neighborhood Sidewalk Repair Program project, in the amount of $0.00.

L. Approval of the final payment to T&M Asphalt Paving, Inc, for the Ella Mae Power Park Pathway Reconstruction and Parking Lot Rehabilitation project, in the amount of $23,679.61, plus interest earned on retainage.

M. Approval to purchase a new replacement sewage pump from Kennedy Industries for the Liberty Park Pump Station, in the amount of $32,675.

N. Approval of Resolution Declaring Necessity and Tentative Intent to Proceed with Project and Setting Public Hearing for Main Street Area Streetlighting and Streetscape (Resolution No. 2)

O. Approval of claims and warrants – Warrant 1206

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.

NOVI 2050

COUNCIL ENGAGEMENT BRIEFING

Strategic Plan Process and Framework

Monday, July 27, 2026

SHAPING TOMORROW, TOGETHER

Where We Are in the Process

Phase 4 is nearly complete — plan drafting has begun

Fall 2025	Winter 2026	May–Jun 2026	Summer 2026	Jul–Oct 2026
Complete	**Complete**	**Complete**	**Underway**	
LAUNCH	**DISCOVERY**	**VISIONING**	**SCENARIOS & STRATEGIES**	**CRAFT THE PLAN**
Project kickoff & scoping Project brand launch Trend identification	Environmental scan Existing plans review Board & Commission questionnaire	Strategic issues prioritization Vision Survey Draft vision & goals LRSPC, Sounding Board & SLT workshops Community Workshops & pop-ups	Topic surveys Goals Matrix refined Strategy development LRSPC July briefing	Full plan drafting August workshops Public reveal Council adoption

Engagement by the Numbers

All community input collected through July 2026

377
Vision Survey Responses
(Mar 1 – Jul 19, 2026)

30
Stakeholder Questionnaire Responses

27
Sounding Board Members

~50
Community Workshop Attendees — April & June

7
In-Person Workshops

6
Pop-Up Outreach Events Completed

Source: Novi 2050 engagement records, June 2026

Staff Project Team

Employees from across the organization collaborating to help shape the Novi 2050 process while developing leadership capacity.

Team Members

- Andy Copeland, Fire Marshal
- Jeanette Handy, Community Relations
- Kit Kieser, Older Adult Services
- Robert Manar, Commander
- Katherine Oppermann, City Manager’s Office
- Kate Purpura, Public Works
- Kamry Smith, Human Resources

Role

- Provide operational expertise and institutional knowledge.
- Represent perspectives from across the organization.
- Connect project updates and gather employee feedback.
- Review and strengthen project deliverables.
- Support engagement activities and workshops.
- Champion organizational alignment and implementation.
- Develop leadership skills while helping shape Novi's future.

Sounding Board

A cross-section of residents, business leaders, and community stakeholders providing insight, feedback, and perspective throughout the Novi 2050 planning process

Members

Masaki Hanayama	Alex Dinser	Dhruv Rathod
Michael Duschesneau	Katie Chuba	Tage Nizich
Dorothy Duchesneau	Taylor Darby	Donna Eaddy
Cecelia Gallagher	David Bielanda	Ann Nelke
Ramesh Verma	Paul Briscoe	Anand Gangadharan
Charley Staab	Hussain Jabbar	Tom Troiano
Lisa Soyoung Lee	Dorothy Addy	Manisha Rathod
Becky Staab	Willy Mena	Anandi Jeyaranjan
Franklin Ellias	Lois Bragg	Loren Konkus

Purpose

- Share community perspectives and lived experiences.
- Validate strategic themes and priorities.
- Test ideas before they are finalized.
- Identify opportunities and potential gaps.
- Strengthen transparency and public trust.
- Serve as ambassadors for community engagement.
- Help ensure the final plan reflects the aspirations of the broader Novi community.

NOVI 2050
SHAPING TOMORROW, TOGETHER

What We've Heard

Key Engagement Findings and Community Priorities

NOVI 2050

Vision Survey — High-Level Takeaways

377 responses (Mar 1 – Jul 19, 2026)

71.7%

Chose high-quality schools as a top strength

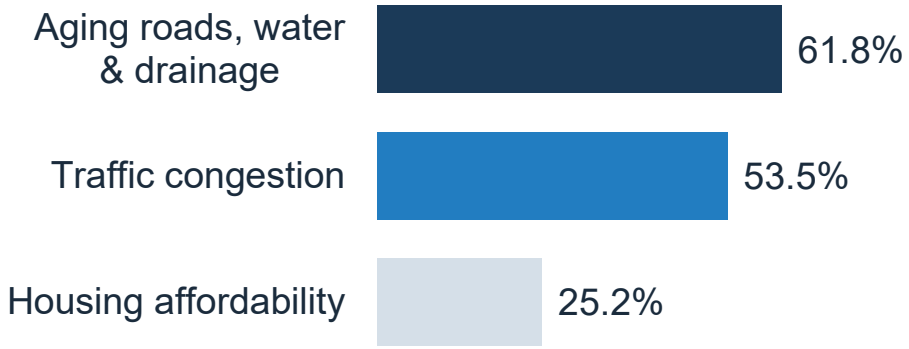
61.8%

Named aging roads, water & drainage the top challenge

53.5%

Cited traffic congestion (the #2 challenge)

Which challenges are biggest? (top three)



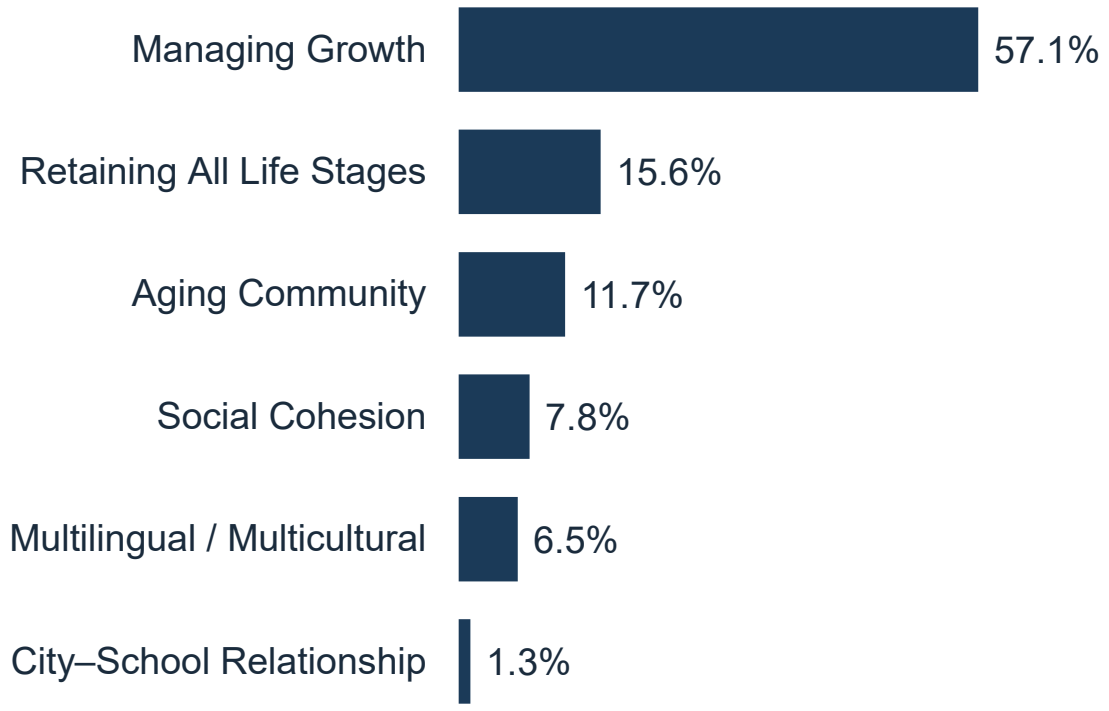
WHAT CARRIES INTO THE DRAFT

- Infrastructure is the clearest concern — the top challenge and the top “most urgent” theme.
- Traffic is a strong second, closely tied to the pace of growth.
- Schools and safety anchor Novi’s strengths; protecting green space is the strongest open-ended thread.
- Housing pressure shows up as affordability and options across life stages (starter and senior homes).
- The 2050 vision is constructive: sustained infrastructure investment, protected green space, walk/bike/transit, and real gathering places.

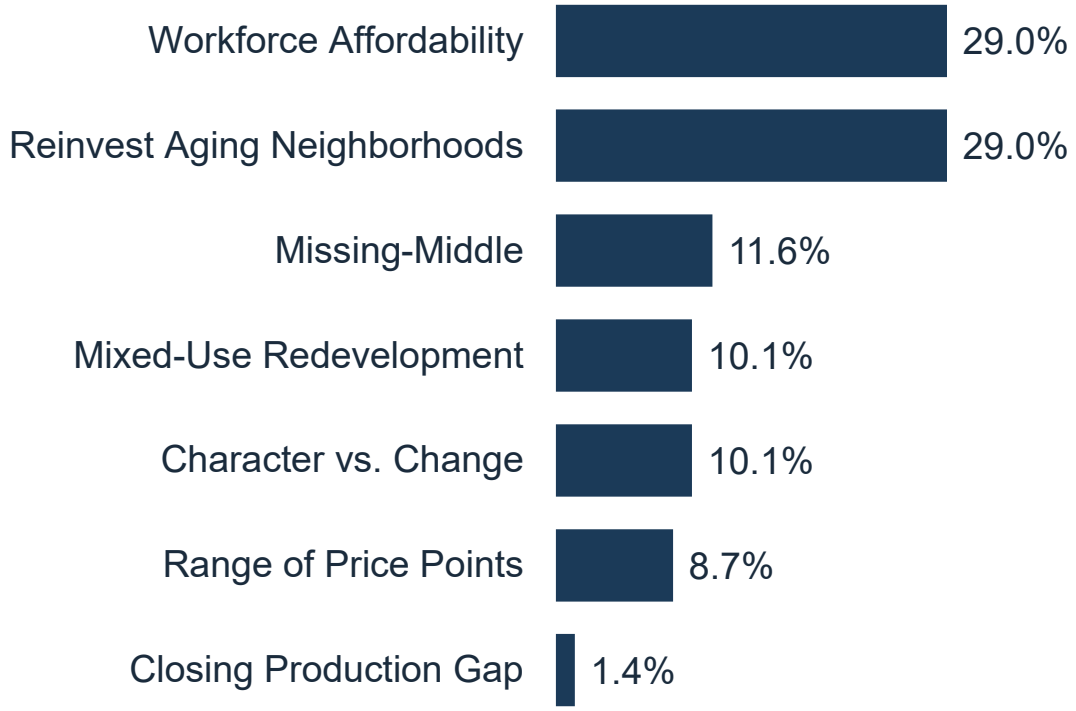
Source: Novi 2050 Vision Survey

Topic Survey 1 — Community Identity and Housing

Which identity priority is most urgent? (%)



Which housing priority is most urgent? (%)



Source: Novi 2050 Topic Survey 1 – Community Identity and Housing · 93 usable responses

Workshops and In-person Engagements

What residents and stakeholders told us in the April and June sessions

April 2026 Workshops

Focus Area Identification · Apr 27–28 · LRSPC, SPT & Community Workshop (~20 residents)

- Plan for residents across their whole lifespan; decisions made today shape Novi 10, 20, and 50 years out.
- Accessibility for all means housing options, access to jobs, and transportation, not only mobility.
- A gap in starter homes for younger residents, and a need for more senior housing across formats.
- Strong value is put on walkable neighborhoods, intergenerational gathering spaces, and access to nature.

June 2026 Workshops

Visioning & Goal-Setting · Jun 9–24 · Sounding Board, Executive Team, LRSPC #3, SPT & Community Workshop

- In the Goals Gallery Walk, Housing & Redevelopment (19 dots) and Mobility (15) drew the most priority; Infrastructure the fewest (3).
- Affordability for young people, seniors, and the workforce was the most consistent gap named.
- Residents asked the vision to name affordability and better capture what makes Novi unique.
- A generational divide: older residents wary of density; younger residents prioritizing walkability and connectivity.

Source: Novi 2050 April 2026 Visit Summary; June 2026 Visit and Engagement Summary

NOVI 2050
SHAPING TOMORROW, TOGETHER

Draft Plan Framework & Goals Matrix

Draft vision and mission, the five focus areas, and how the cross-cutting themes carry through

Draft Vision Statement

Where Novi is headed by 2050

By 2050, Novi is:

1. Welcoming to people of all cultures, ages, and abilities, where every resident feels a lasting sense of belonging.
2. Protecting and investing in its neighborhoods, parks, and natural spaces, balancing cherished community character with thoughtful growth.
3. Advancing responsive, innovative government that attracts and retains businesses and talent.
4. Purposefully designed to meet residents' evolving needs, now and for generations to come.

Draft Mission Statement

A mission is a present-tense statement of purpose (distinct from the future-facing vision)

“Through partnerships, innovation, and expertise, the City of Novi provides sound fiscal stewardship and delivers infrastructure, housing, environmental, and transportation systems that serve the community’s evolving needs.”

Plan Structure & Cross-Cutting Themes

Five focus areas — with four coordination needs woven through them

1. **Infrastructure and Facilities**
2. **Housing & Redevelopment**
3. **Mobility & Transportation**
4. **Responsive and Anticipatory Services**
5. **Long-Term Funding**
6. **Environmental Sustainability**

CROSS-CUTTING COORDINATION

Four coordination needs from the prior draft are now integrated into the focus areas as key considerations and strategies, rather than standing alone:

Climate Resilience
Infrastructure (+ Mobility, Responsive Services)

Community Health & Risk Reduction
Responsive Services

Multicultural & Accessible Service Delivery
Responsive Services

Fiscal Impact Analysis
Long-Term Funding (+ Infrastructure, Housing)

FOCUS AREA 1

1 Infrastructure and Facilities

VISION *In 2050, Novi has seamless, reliable, efficient infrastructure supporting everyday life.*

GOAL Invest in and maintain infrastructure utilizing technology and strategic partnerships.

STRATEGIES

PROVIDE

- Move to predictive infrastructure modeling and a preventative maintenance program.
- Implement technology when it improves efficiency and effectiveness (sensors, smart systems, data-driven asset management).
- Provide training and enhanced staffing for in-house teams leading infrastructure modeling and technology improvements.
- Incorporate climate resiliency into infrastructure planning.

PARTNER

- Partner with other agencies and communities on shared infrastructure solutions.
- Coordinate with outside utility providers to improve reliability and minimize service disruptions.

ADVOCATE

- Advocate for state and federal resources.

KEY EXISTING PLANS

Master Plan · Strategic Community Recreation & Master Park Plan

FOCUS AREA 2

2 Housing & Redevelopment

VISION *In 2050, Novi has a wide range of attractive, affordable, and accessible housing that supports the community's evolving needs.*

GOAL Expand and diversify the range of housing options using existing tools and new ideas about redevelopment.

STRATEGIES

PROVIDE

- Modernize zoning and land use tools to enable the desired housing mix in appropriate locations (missing-middle types, ADUs, mixed-use redevelopment).
- Regularly monitor housing-type supply against market demand to inform timely policy and zoning adjustments.
- Shift toward a more proactive approach to identifying and pursuing redevelopment opportunities, rather than responding only as proposals come in.

PARTNER

- Incentivize and partner with the development community to achieve the desired housing mix.

ADVOCATE

- Educate the public about the importance of this housing mix and its appropriate location.
- Coordinate with state and federal agencies that regulate housing, economic incentives, land use, and local control.

KEY EXISTING PLANS

Master Plan · Older Adult Needs Committee Final Report

FOCUS AREA 3

3 Mobility & Transportation

VISION *In 2050, Novi has an integrated transportation system that makes it easy to get around quickly and safely, regardless of how you travel.*

GOAL Incorporate walking, biking, transit, and other ways of getting around into transportation planning, alongside managing vehicle traffic.

STRATEGIES

PROVIDE

- Use technology to reduce congestion and improve traffic flow (access management, signal optimization, operational strategies).
- Plan the community to improve mobility for all modes of transportation.
- Coordinate infrastructure investments with development and redevelopment planning.
- Launch public education to improve mobility.
- Integrate planning efforts across land use, infrastructure, and mobility rather than treating them separately.

PARTNER

- Combine advocacy efforts with neighboring communities on shared mobility priorities.
- Strengthen partnerships to provide better regional mobility (transit, microtransit, inter-community pathways).

ADVOCATE

- Consider addition revenue sources to fund transportation improvements (requires policy adoption and, potentially, state enabling authority).

KEY EXISTING PLANS

Master Plan · Active Mobility Plan · Older Adult Needs Committee Final Report

FOCUS AREA 4

4 Responsive and Anticipatory Services

VISION *In 2050, Novi has services that respond and adapt to people of every age and background as Novi changes.*

GOAL Improve engagement and analysis to improve the efficiency, effectiveness, and adaptability of City services.

STRATEGIES

PROVIDE

- Invest in facilities and technology to serve changing needs.
- Improve communication, outreach, and accessibility for non-English speakers.
- Recruit, develop, and retain the talent needed to serve a changing community.
- Practice foresight to plan and anticipate future needs.
- Build data analysis capacity and staffing to monitor changing resident needs, including benchmarking against comparable municipalities (e.g., Ann Arbor).
- Make organizational changes needed to provide translation and multilingual access in emergency services.
- Expand public education campaigns on demographic- and season-specific health and safety risks (e.g., safe snow shoveling for older adults).

PARTNER

- Build partnerships and regional models to meet shifting needs (schools, county, healthcare systems, community organizations).
- Partner with local health systems to support data collection and understand the health impacts of more responsive services.

KEY EXISTING PLANS

Master Plan · Older Adult Needs Committee Final Report

FOCUS AREA 5

5 Long-Term Funding

VISION *In 2050, Novi has sustainable funding for the quality services residents need today and tomorrow, delivered efficiently through smarter and more innovative approaches.*

GOAL Build long-term resiliency through a diverse mix of funding sources and operations that prioritize efficiency and organizational agility.

STRATEGIES

PROVIDE

- Capture the cost of providing services to ensure adequate cost recovery.
- Create an innovative, reliable, resilient mix of funding streams.
- Use fiscal impact modeling as a way to plan for the future and ensure long-term financial resiliency.
- Finance long-lifespan infrastructure, facilities, and equipment to ensure assets are funded by those that benefit from them.
- Build staffing capacity for fiscal impact modeling, data management, and true-cost analysis.
- Explore alternative funding mechanisms such as expanded franchise fees and use of available debt capacity, informed by fiscal impact analysis of actual cost drivers.
- Educate on the pros and cons of fees, taxes, and debt as distinct funding sources, and the benefits received for services and tax dollars.
- Use Public Works and emergency services site inspections as a way to improve community risk-reduction and public education.

ADVOCATE

- Advocate for changes to state legislation that limit city revenue and available sources.

KEY EXISTING PLANS

Master Plan

Next Steps & What's Coming in August

Aug 17

Long-Range Strategic Planning Committee Workshop

Refine the full draft plan and prepare for the public reveal

Aug 18

Staff Project Team & Community Workshops

Continued staff and community input on the draft

Sep/Oct

Public Reveal & Council Adoption

Share the plan community-wide and move toward adoption

NOVI 2050

Thank You

SHAPING TOMORROW, TOGETHER

CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Appointments to Boards and Commissions

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

There are currently vacancies on the Corridor Improvement Authority and the Cultural Arts Advisory Committee which may be filled by Mayoral appointment.

RECOMMENDED ACTION: Appointments to Boards and Commissions

CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Initial presentation of the project in the City West Corridor, with the potential to utilize the State's Transformational Brownfield Program

SUBMITTING DEPARTMENT: Manager's office

KEY HIGHLIGHTS:

- The Transformation Brownfield Program (TBP) was recently renewed by the State of Michigan, and its funding cap was increased in the state's FY 26/27 budget
- Blair Bowman Jr., owner of the Vibe Credit Union Showplace convention center, is proposing an estimated $407 million development in the City West District, and intends to make an application to utilize the TBP.
- This presentation is an opportunity for City Council to provide their initial thoughts on the potential project before official consideration

BACKGROUND INFORMATION:

The following is the summary/presentation of the much-discussed proposed long-term redevelopment vision for approximately 55 acres within the City West District, located along the Grand River Avenue corridor west of the Vibe Credit Union Showplace. The concept, known as **Novi City West**, represents a privately-led mixed-use redevelopment initiative with an estimated investment exceeding $400 million. The proposal contemplates the redevelopment of a largely underutilized and historically industrial corridor into a mixed-use district featuring residential, hospitality, retail, dining, office, and public gathering spaces.

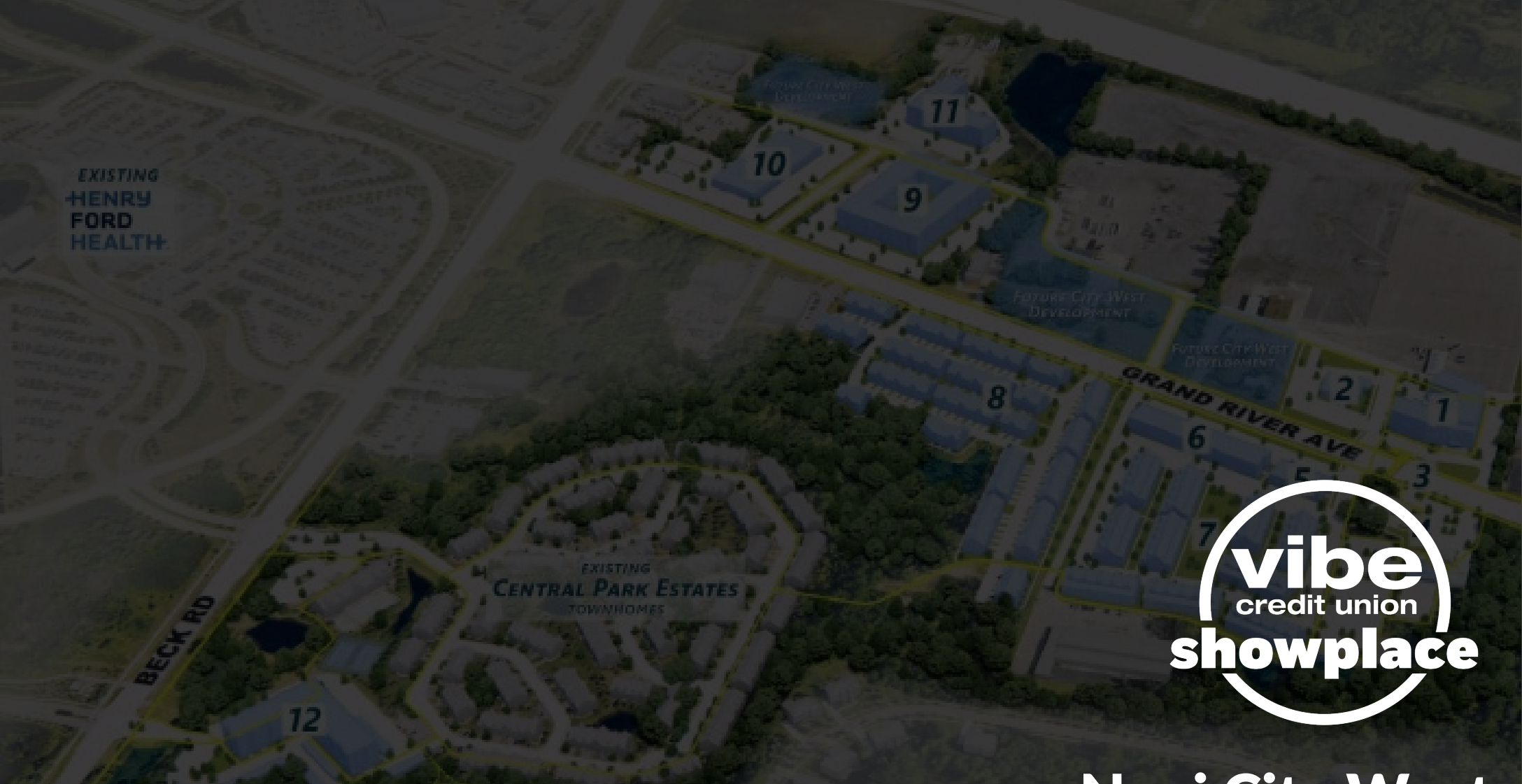
As proposed, the development would include nearly 750 housing units in a variety of formats, including townhomes, multifamily apartments, and a neuro-inclusive residential community, along with a 225-room convention hotel intended to complement the existing Vibe Credit Union Showplace. Additional components include new restaurants, retail and office space, pedestrian connections, and other amenities designed to create a more walkable, interconnected district while supporting continued investment along the Grand River corridor.

The accompanying presentation is intended to provide Council with an overview of the overall development vision and the proposed project components—but most of all of the financing approach being contemplated, including the potential use of

Michigan's Transformational Brownfield Program. The potential state financial assistance drives the development proposal. Still, there will be a request for City participation through its coming brownfield program, its Corridor Improvement Authority (CIA), and otherwise, which is why this presentation is coming to City Council at the very outset of the process.

No formal action is requested of City Council; rather, the presentation is intended to familiarize Council with the concept and provide an opportunity to ask questions as the project continues to evolve.

RECOMMENDED ACTION: Receive presentation of the project in the City West Corridor, with the potential to utilize the State's Transformational Brownfield Program.



Novi City West

Bringing Together a Connected Community in a Post-Industrial Corridor

Novi, Oakland County, MI
Project Overview

JULY 2026

vibe credit union showplace

GEIS COMPANIES

Program Overview

The Vibe Credit Union Showplace (VCUS), located in Novi, Michigan offers over 600,000 square feet of versatile event space, serving as a premier destination in Southeastern Michigan for trade shows, corporate events, public expos, and social gatherings. The convention center is a major anchor, attracting over 2 million visitors annually for various events and over $1 billion in economic output.

The “Novi City West” project is a ~$400 million, mixed-use, multi-project partnership master planned by the owner of the Vibe Credit Union Showplace, the largest privately-owned convention center in the State of Michigan. The plan calls for over 1 million new square feet to be developed across more than 55 acres of post-industrial, brownfield land.

In keeping with the City’s master plan to transform the Grand River Corridor from its industrial origins to a vibrant, mixed-use environment, the development team is proposing a wide-array of new infill housing development that includes almost 750 units of varying housing types including for-sale townhomes, a neuro-inclusive community offering over 290 for-sale units, and multi-family rental housing units across three mid-rise new construction buildings. Additionally, a new convention hotel with 225 keys is proposed, further enhancing VCUS's capacity to attract events and further amplifying its economic impact on the City of Novi and the State of Michigan.

Lastly, the plan calls for over 100,000 square feet of new commercial retail, food and beverage, event space, specialty grocer, and office space.



ID	Project
#1	225+ Key Cambria Hotel
#2	8,000 SF Finer Dining Restaurant
#3	New Pedestrian Bridge
#4	17,000 SF Farm-To-Table Restaurant & “The Mix” Restaurant/Event Space
#5	20,600 SF New Office/Retail Building
#6	30+ For-Rent Low-Rise Multi-Family Units w. 17,500 SF Ground Floor Commercial
#7	180+ For-Sale Unit Neuro-Inclusive Community w. Three Oaks Communities
#8	110+ For-Sale Townhomes w. Pulte Homes
#9	220+ For-Rent Mid-Rise Multi-Family Units
#10	40,000 SF of Specialty Grocer & Retail Space
#11	100+ For-Rent Mid-Rise Multi-Family Units
#12	105+ For-Rent Mid-Rise Multi-Family Units

Novi City West Development Plan



What Is TBP? A performance-based financing tool

TBP PROGRAM SUMMARY	
Program Requirements	1. Developer Captures Newly Created Tax Only – No Existing Taxes Captured 2. Each Parcel Has A Recognized Brownfield Condition 3. Plan Must Exceed $50 Million in One or More "Contiguous" Buildings 4. City of Novi & State of Michigan Must Designate As Having A "Transformational Impact", Defined As; A. Growth In Population B. Growth In Commercial Activity C. Growth In Employment 5. Pass A City & State Financial Review That Demonstrates "Need" for Incentive to Make Projects Financially Feasible
Approving Entities	Novi City Council, Local Brownfield Redevelopment Authority, Michigan Strategic Fund (MSF), Michigan Economic Development Corporation (MEDC)

VALUE OF PROGRAM	
Resource	**Description**
Construction Period State Sales & Use Tax Exemption	Exemption From Sales & Use Tax on Construction Materials
Construction Period State Tax Capture Revenues	Reimbursement of Income Tax of Construction Workers
Ongoing State Tax Capture Revenues	Including the Reimbursement of: Income Taxes of Residents, Withholding Tax of Workers, and Sales Tax of Businesses
Ongoing Property Tax Increment Revenues	Property Tax Increment Reimbursements *(Only Component of City Contribution)*

Investment & Benefits Precede Incentives

5 Years → *Over 35 Years*

STEP 1
Investment

$400 Million
Developer Investment

$0
Investment from City General Fund or State

TBD
Investment from Corridor Improvement Authority for Infrastructure

STEP 2
Projects Completed

63
Contaminated Acres Redeveloped

100,000 SF
Retail, Food & Beverage, & Office

290+
For-Sale Townhomes & Condominiums

450+
Multi-Family Rentals

225+
New Hotel Keys

STEP 3
Jobs & Economic Impact Created

~1,000
Construction Jobs

410+
Direct + Indirect Permanent Jobs

87,000
New Annual Attendees to the Showplace

$1.4 Billion
Annual Economic Impact of the Showplace & New Developments

STEP 4
The Results

$39 Million
City Fiscal Impact from Collection of New Taxes, Fees, & Donations
- City Taxing Jurisdictions *(Net of Developer Reimb.)*
- Corridor Improvement Authority *(2038 Expiration)*
- Brownfield Authority Fees
- Developer Police & Fire Contribution
- Developer Parks & Rec Donation

$25 Million
Developer Property Tax Reimbursements from the City

The City Has An Annual Benefit At Every Step

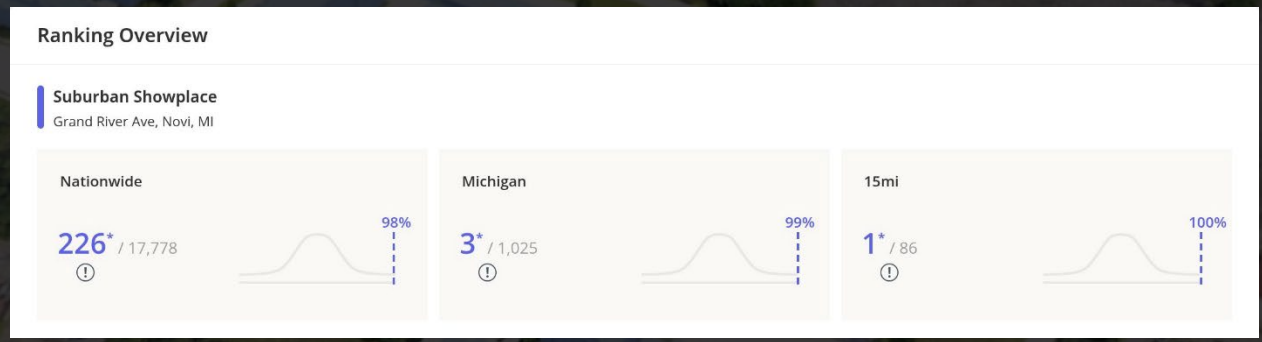
	A	B	C	D = A – B – C
	ANNUAL GROSS CITY COLLECTIONS	**ANNUAL MUNICPAL SERVICES EXPENSES**	**ANNUAL DEVELOPER TAX REIMBURSEMENTS**	**ANNUAL NET COLLECTIONS BENEFIT**
Current (2026)	$305,000	$0	$0	**$305,000**
After Project Completion (Est. 2031)	$2,297,000	($415,000)	($517,000)	**$1,365,000** [1]
After TBP Incentives (2060) [2]	$3,754,000	($979,000)	$0	**$2,774,000**

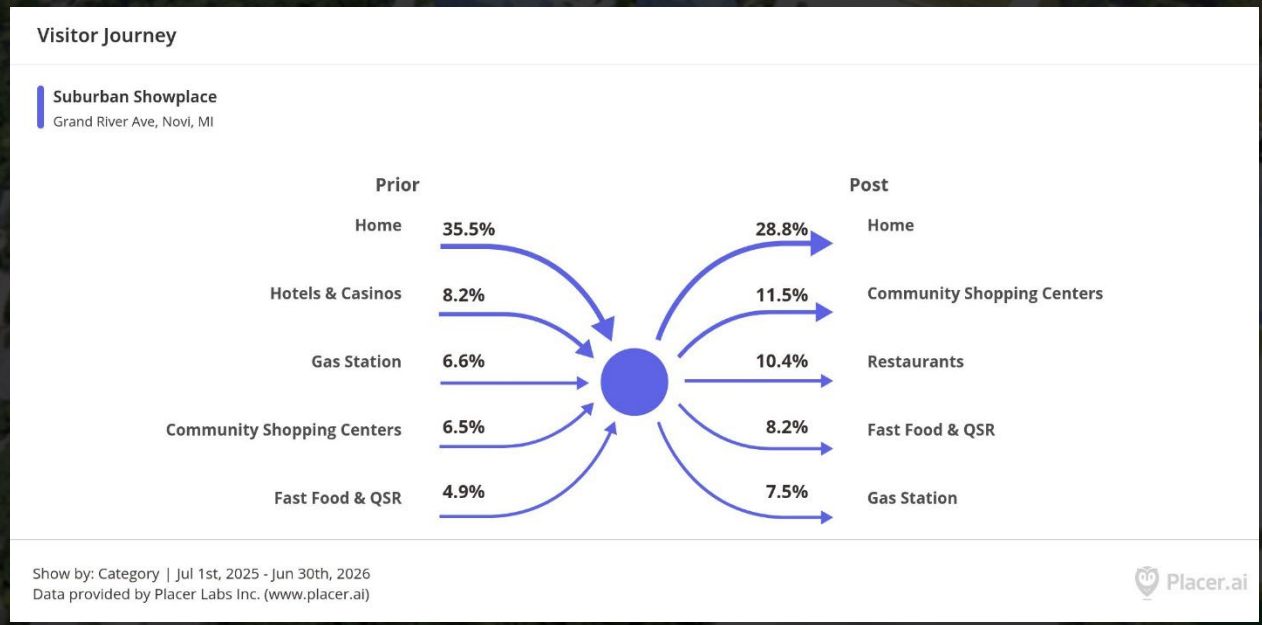
[1] – Over 70% of the developments would need to occur for the City to have the same net collections without the TBP reimbursements
[2] – Over the same 35-year period, the collections for the site as-is (i.e. "Current") would have escalated at 3.00% inflation to only $833,000/year

The Showplace is an Economic Driver for Novi

Vibe Credit Union Showplace is a major economic engine for the City of Novi, being the #3 location in the State of Michigan for unique visits on an annual basis according to Placer.ai, driving over 500,000 visitors to Novi every year.

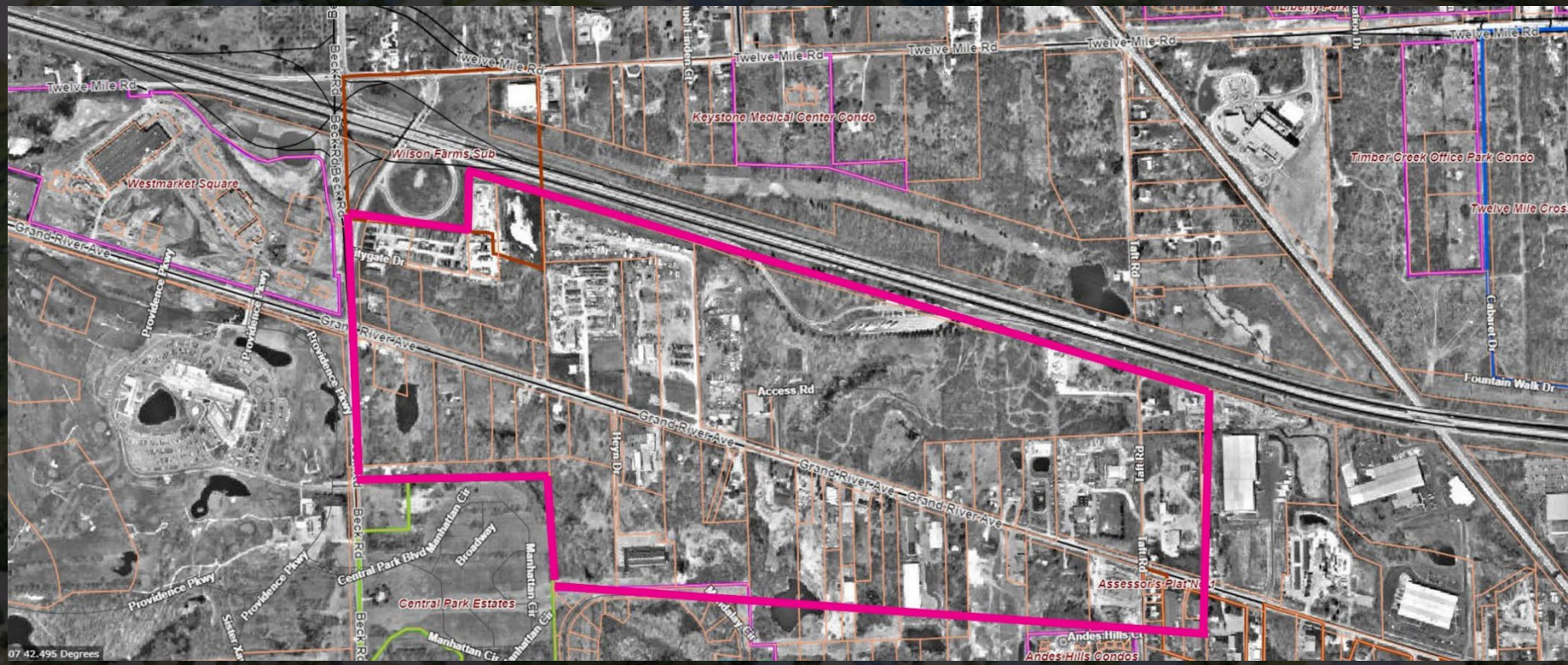
Over 50% of visitors prior-to or post an event at the Showplace are patroning a Novi business, restaurant, shopping center, or establishment.





Historical Site Context

GRAND RIVER, NOVI – BECK RD. TO TAFT RD.
A CORRIDOR STAGNANT FOR DECADES



HISTORICAL AERIAL SHOWING FORMER HEAVY INDUSTRIAL AND CONTRACTOR YARD USES ALONG THE CORRIDOR. MOST OF THESE SITES REMAIN UNDEVELOPED.

Current Site Photos

EXISTING BUILDING CONDITIONS THAT WILL BE DEMOLISHED OR REHABILITATED





















Community Development Partners

Development Partners

Blair M. Bowman Sr. & Related Entities
Servman LLC, SEMAS LLC, Novi Mile LLC, WixMix LLC, Central Park LLC

Upfront Hospitality
Jarod & Abby Gadbow/Culinary Team

Three-Oaks Communities
Neuro-Inclusive Neighborhoods

Pulte Group
Townhomes Development

Choice Hotels
Cambria Hotel

Design Professionals
Atwell Hicks – Geis Construction – Plante Moran

Project #1 – Cambria Hotel



Project #2 – Finer Dining Restaurant



Project #4 – The Mix & Farm to Table Courtyard



Project #4 – NE Elevation



Project #6 – Office/Retail & Mixed Use



Project #7 – Three Oaks Community



Project #8 – Pulte Townhomes



Project(s) #9, 10, 11 – Market & Multi-Family



Project #12 – Central Park South



Placer.ai

plante moran REALPOINT

Property Overview

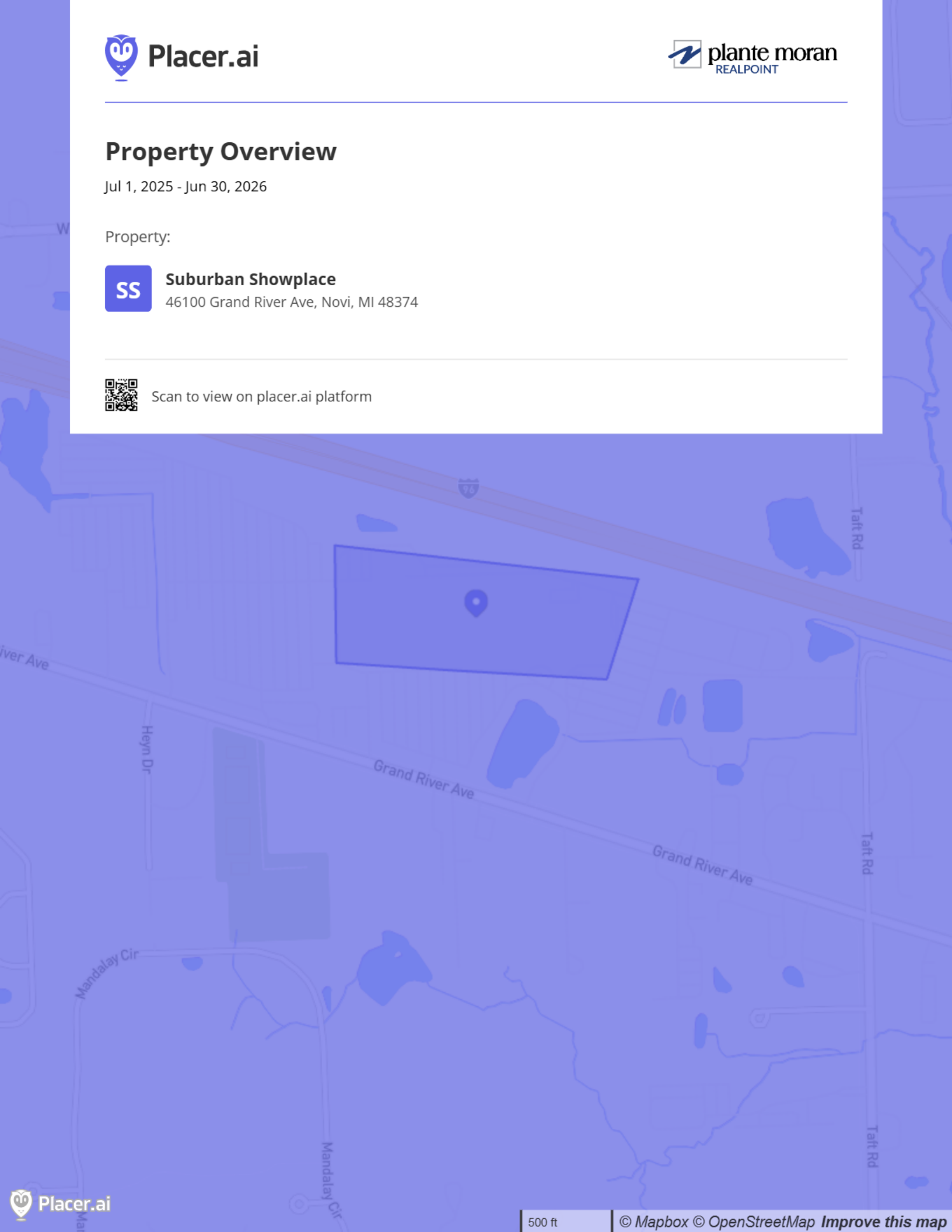
Jul 1, 2025 - Jun 30, 2026

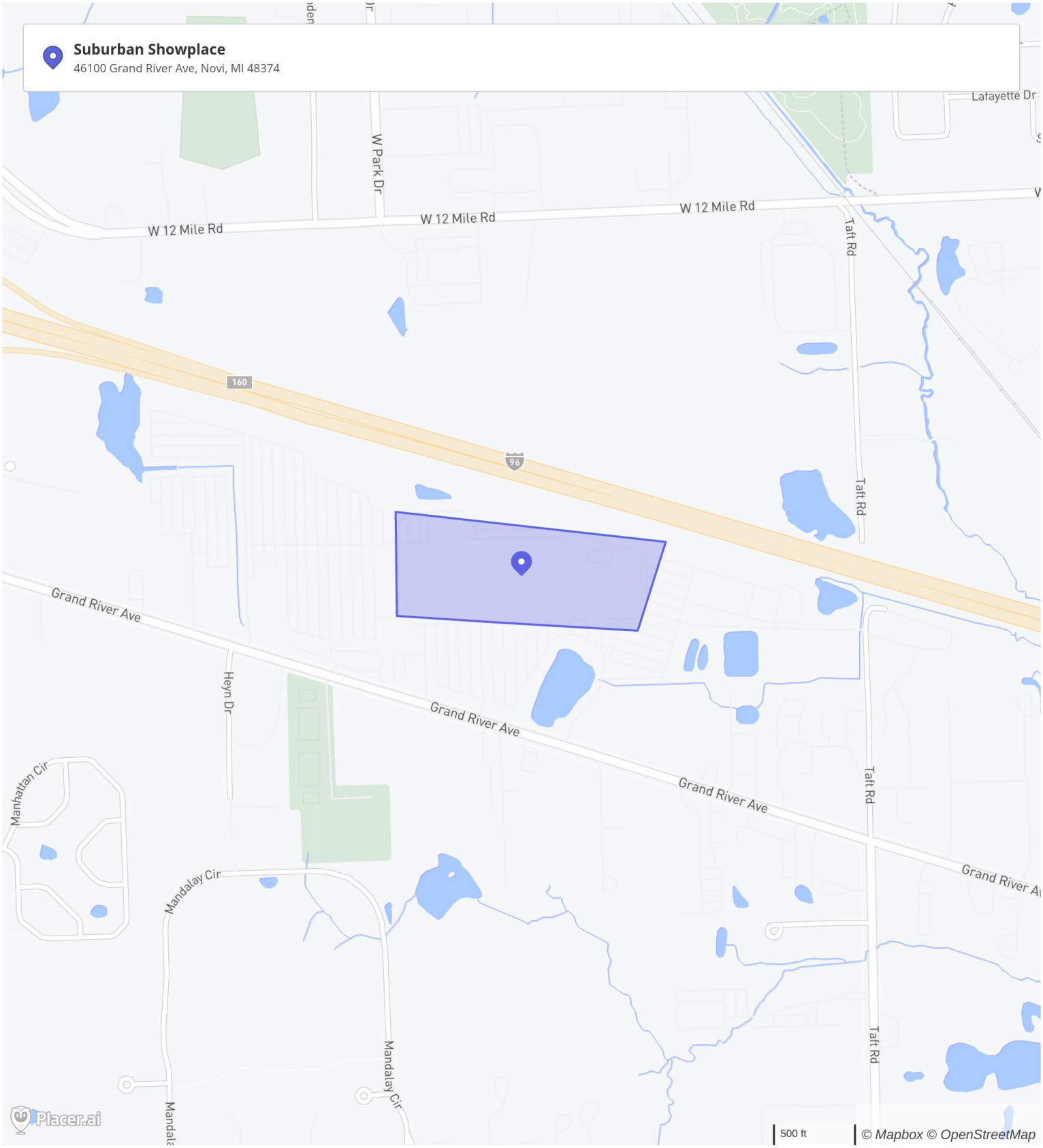
Property:

SS

Suburban Showplace
46100 Grand River Ave, Novi, MI 48374

Scan to view on placer.ai platform




Suburban Showplace
46100 Grand River Ave, Novi, MI 48374
W 12 Mile Rd
W 12 Mile Rd
W 12 Mile Rd
W Park Dr
Lafayette Dr
Taft Rd
Taft Rd
Taft Rd
Taft Rd
160
96
Grand River Ave
Grand River Ave
Grand River Ave
Grand River Av
Heyn Dr
Manhattan Cir
Mandalay Cir
Mandalay Cir
Placer.ai
500 ft
© Mapbox © OpenStreetMap

Metrics

Suburban Showplace
Grand River Ave, Novi, MI

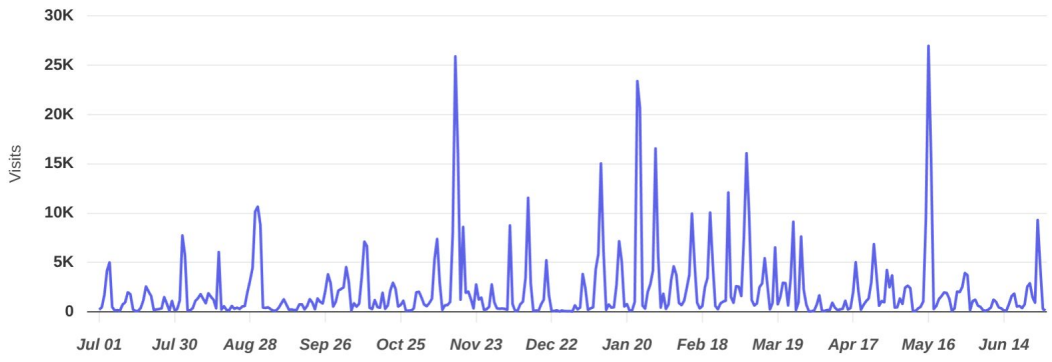
Visits	809.1K	Avg. Dwell Time	258 Min
Visits / sq ft	1.05	Panel Visits	70.3K
Size - sq ft	771.2K	Visits YoY	-0.7%
Visitors	534K	Visits Yo2Y	-4.2%
Visit Frequency	1.52	Visits Yo3Y	+13.1%

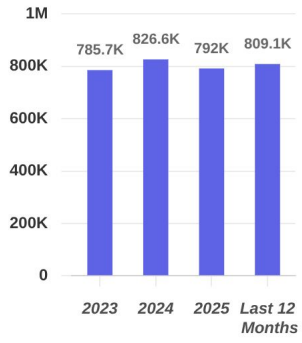
Jul 1st, 2025 - Jun 30th, 2026
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Visits Trend

Suburban Showplace
Grand River Ave, Novi, MI





Daily | Visits | Jul 1st, 2025 - Jun 30th, 2026
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Audience Overview

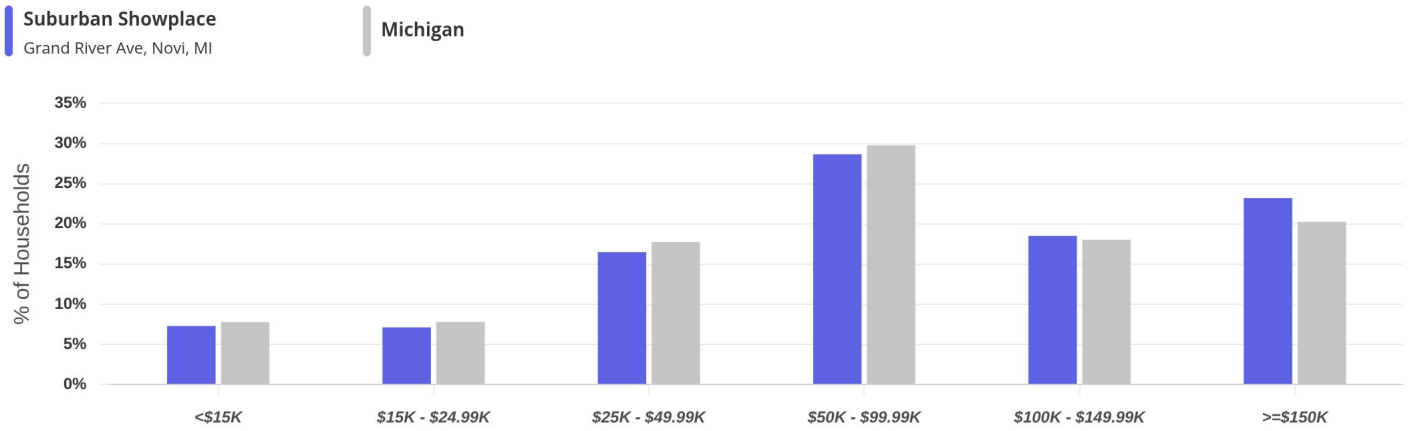
Summary

Property	Median Household Income	Bachelor's Degree or Higher	Median Age	Most Common Ethnicity	Persons per Household
Suburban Showplace Grand River Ave, Novi, MI	$83.7K	37.3%	40.3	White (64.5%)	2.43
Michigan	$77.9K	31.9%	41.1	White (72.9%)	2.44

Jul 1st, 2025 - Jun 30th, 2026 | Data Source: STI: Popstats
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

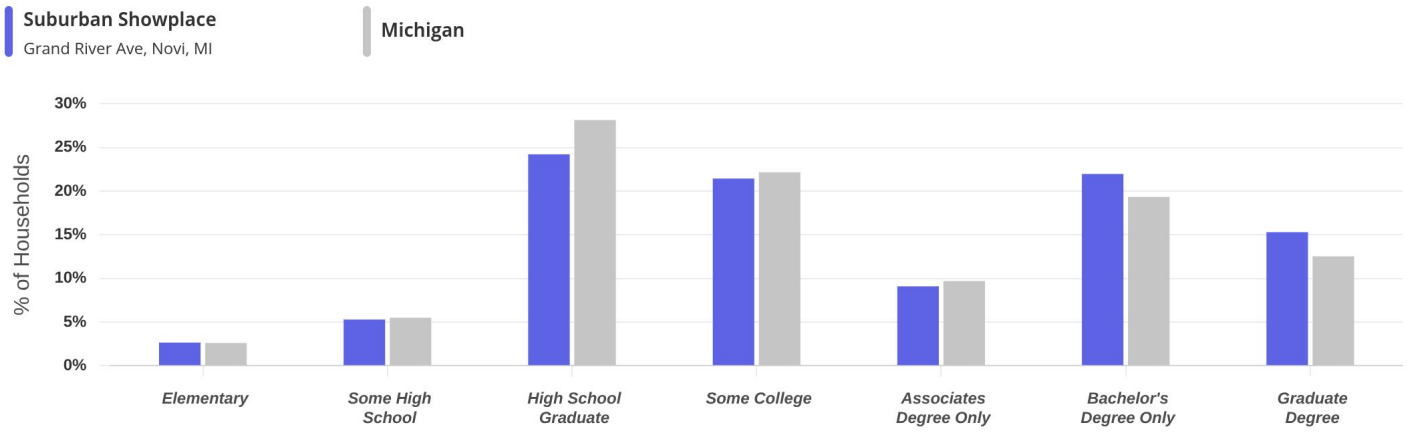
Household Income



Jul 1st, 2025 - Jun 30th, 2026 | Data Source: STI: Popstats
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

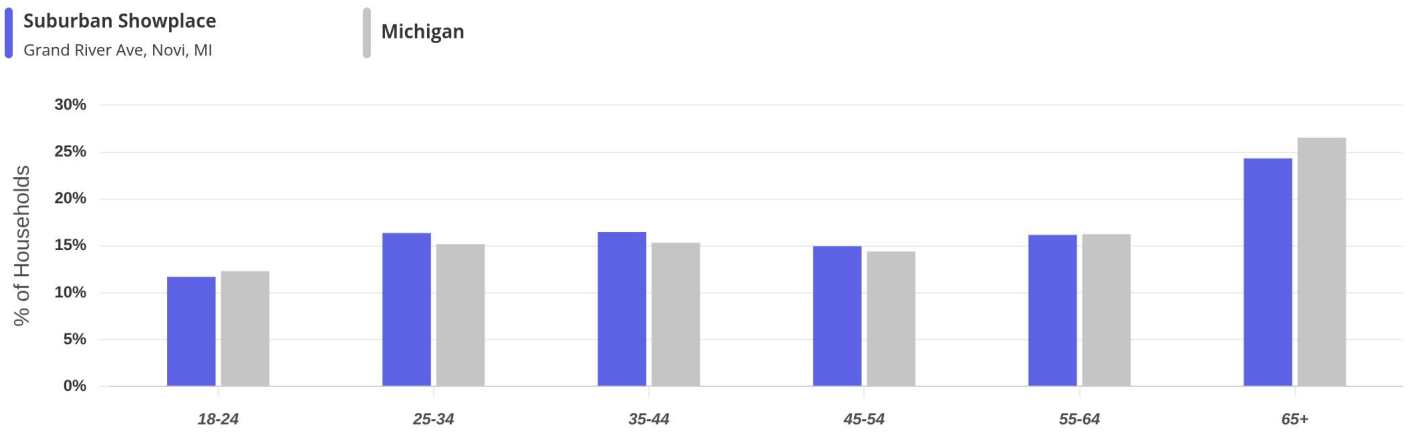
Education



Jul 1st, 2025 - Jun 30th, 2026 | Data Source: STI: Popstats
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

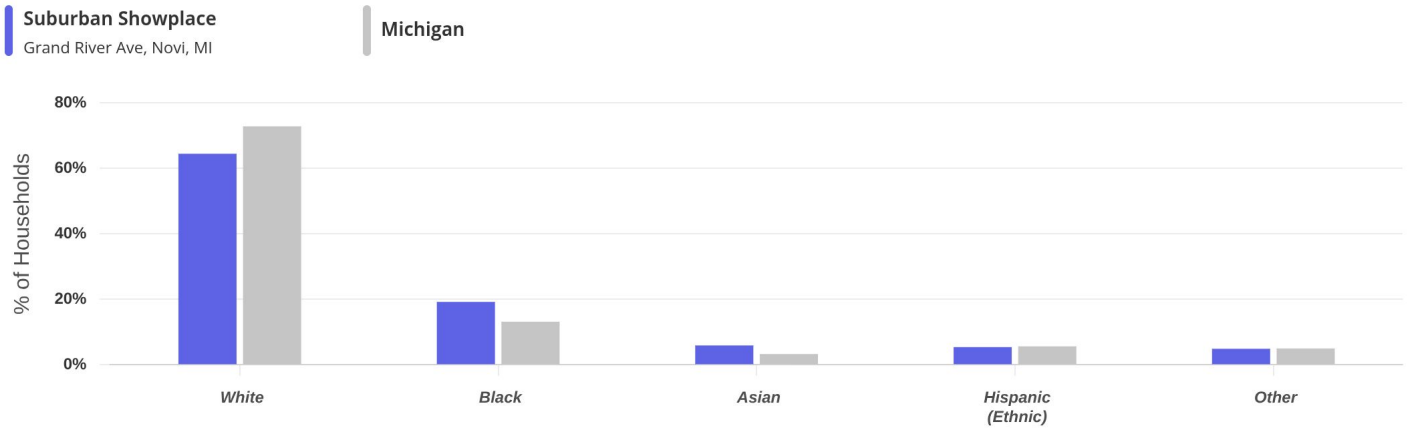
Age



Jul 1st, 2025 - Jun 30th, 2026 | Data Source: STI: Popstats
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

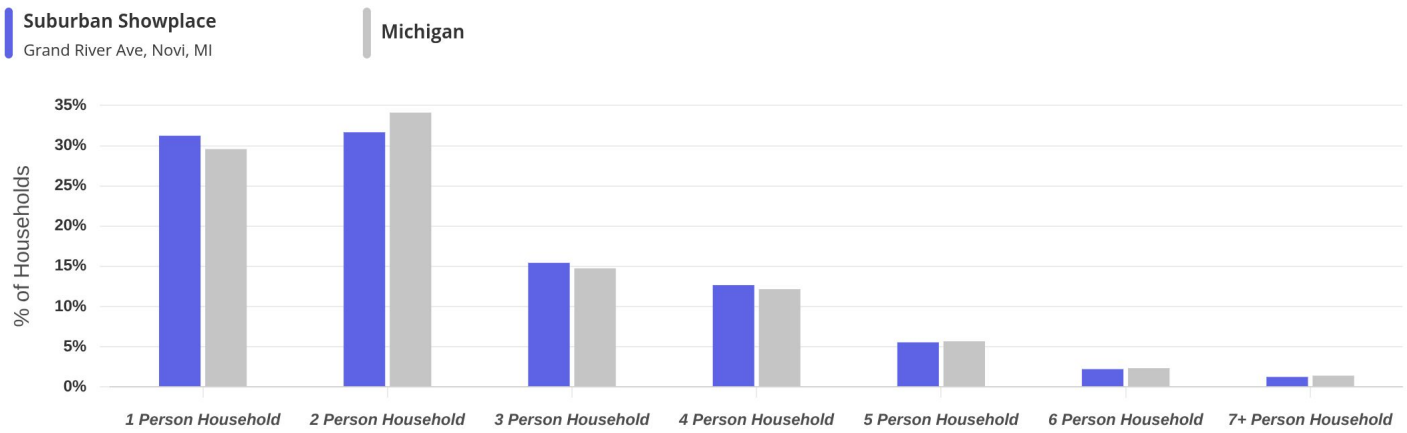
Ethnicity



Jul 1st, 2025 - Jun 30th, 2026 | Data Source: STI: Popstats
Data provided by Placer Labs Inc. (www.placer.ai)

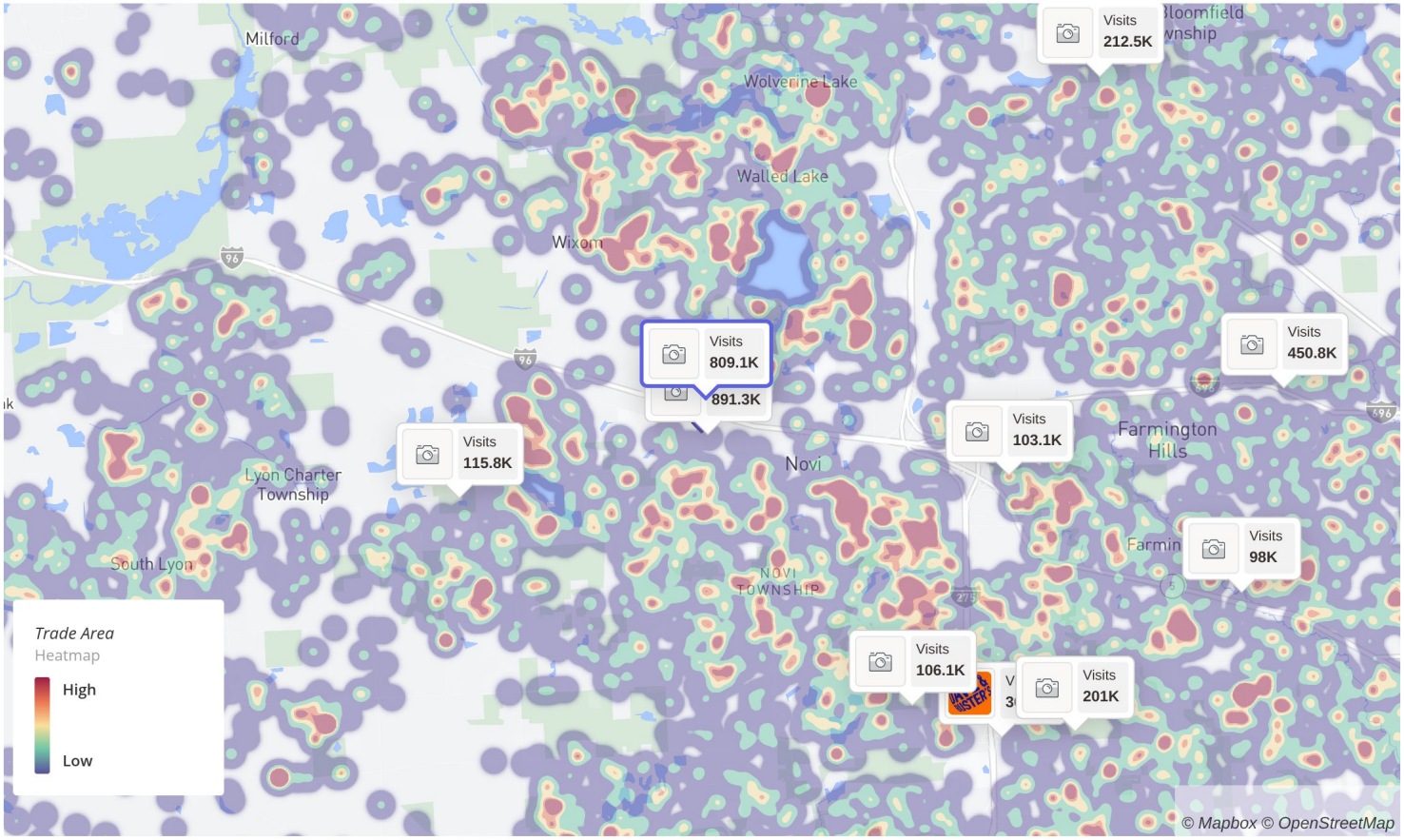
Placer.ai

Household Size



Jul 1st, 2025 - Jun 30th, 2026 | Data Source: STI: Popstats
Data provided by Placer Labs Inc. (www.placer.ai)

Market Landscape



Home locations are obfuscated for privacy and randomly placed within a census block. They do not represent actual home addresses.

Jul 1st, 2025 - Jun 30th, 2026
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Ranking Overview

Suburban Showplace
Grand River Ave, Novi, MI

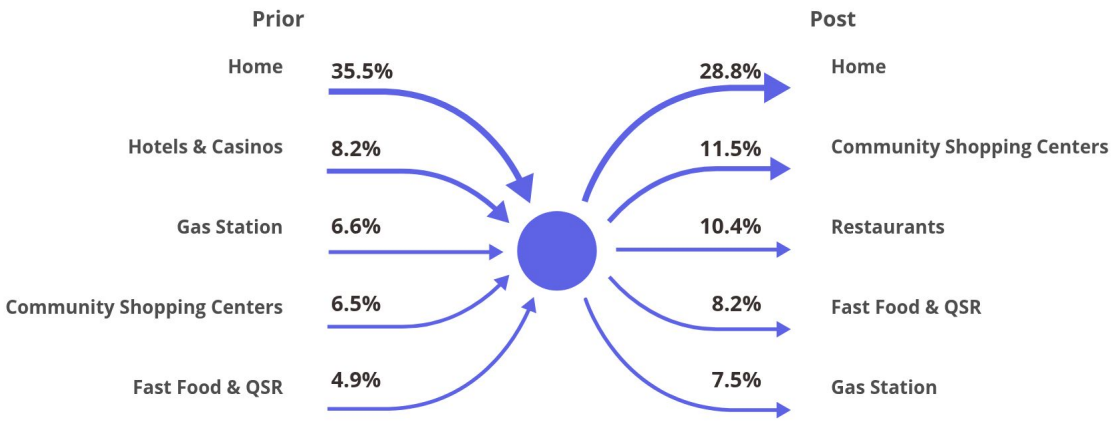
Nationwide	Michigan	15mi
226* / 17,778	3* / 1,025	1* / 86
98%	99%	100%

Category: Attractions | Visits | Jul 1st, 2025 - Jun 30th, 2026
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Visitor Journey

Suburban Showplace
Grand River Ave, Novi, MI

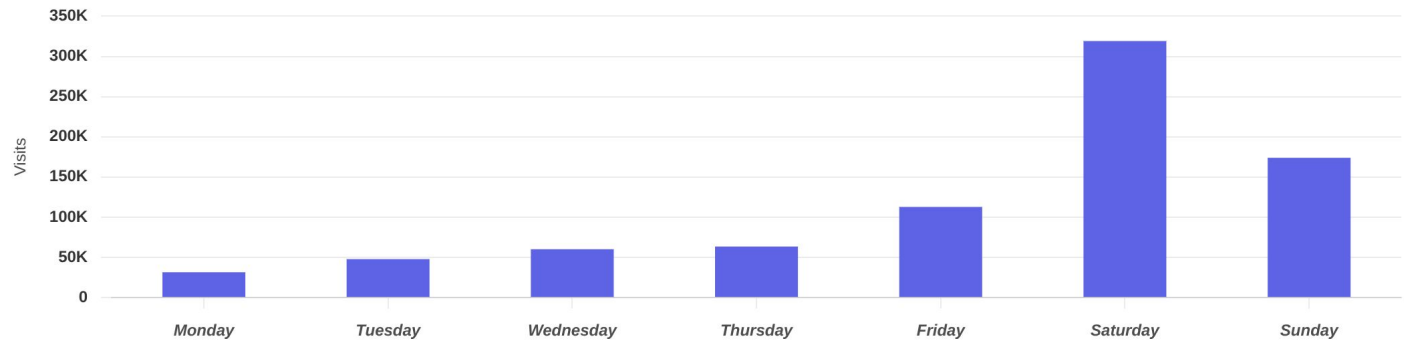


Show by: Category | Jul 1st, 2025 - Jun 30th, 2026
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Daily Visits

Suburban Showplace
Grand River Ave, Novi, MI

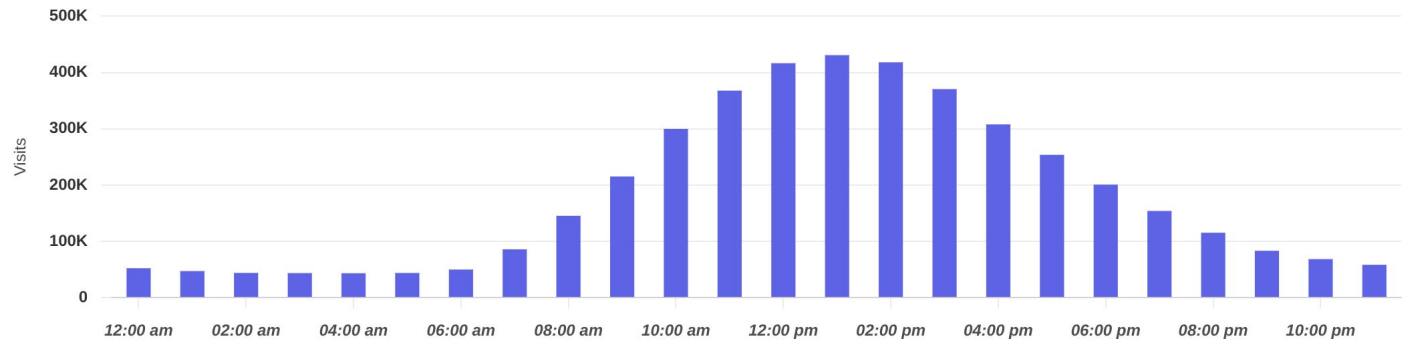


Visits | Jul 1st, 2025 - Jun 30th, 2026
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Hourly Visits

Suburban Showplace
Grand River Ave, Novi, MI



Visits | Jul 1st, 2025 - Jun 30th, 2026
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Favorite Places

Suburban Showplace
Grand River Ave, Novi, MI

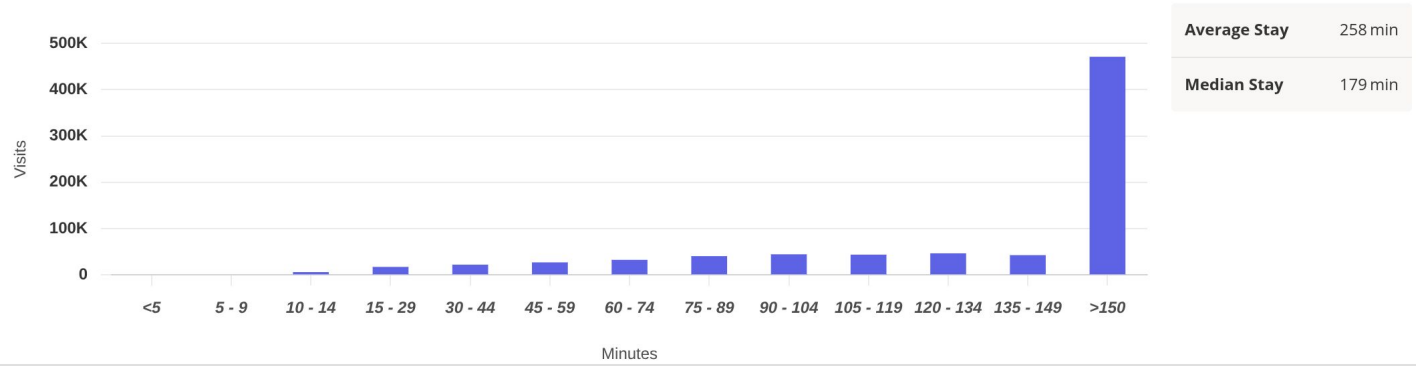
Rank	Name	Distance	Visitors (%)
1	**Detroit Metropolitan Wayne County Airport** 11050 W G Rogell Dr, Detroit, MI 48242	20.8 mi	273.1K (51.1%)
2	**Twelve Oaks Mall** 27500 Novi Rd, Novi, MI 48377	1.8 mi	199.6K (37.4%)
3	**Great Lakes Crossing Outlets** 4000 Baldwin Rd, Auburn Hills, MI 48326	17.9 mi	162.4K (30.4%)
4	**Delta Terminal - Detroit Metropolitan Wayne County Airport** 1 Airport Rd, Romulus, MI 48242	20.8 mi	153.7K (28.8%)
5	**Novi Town Center** 43259 Crescent Blvd, Novi, MI 48375	1.6 mi	151.9K (28.5%)
6	**Comerica Park Detroit Tigers** 2100 Woodward Ave, Detroit, MI 48201	25.4 mi	125.5K (23.5%)
7	**Somerset Collection** 2800 W Big Beaver Rd, Troy, MI 48084	17 mi	125.2K (23.5%)
8	**Birch Run Premium Outlets** 12240 South Beyer Rd, Birch Run, MI 48415	54.1 mi	95.2K (17.8%)
9	**West Oaks Crossing** 43610 W Oaks Dr, Novi, MI 48377	1.2 mi	93.4K (17.5%)
10	**Commerce Crossings** 3000 Commerce Xing, Commerce Township, MI 48390	4.3 mi	84.6K (15.9%)

Category: All Categories | Min. Visits: 1 | Jul 1st, 2025 - Jun 30th, 2026
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Visit Duration

Suburban Showplace
Grand River Ave, Novi, MI



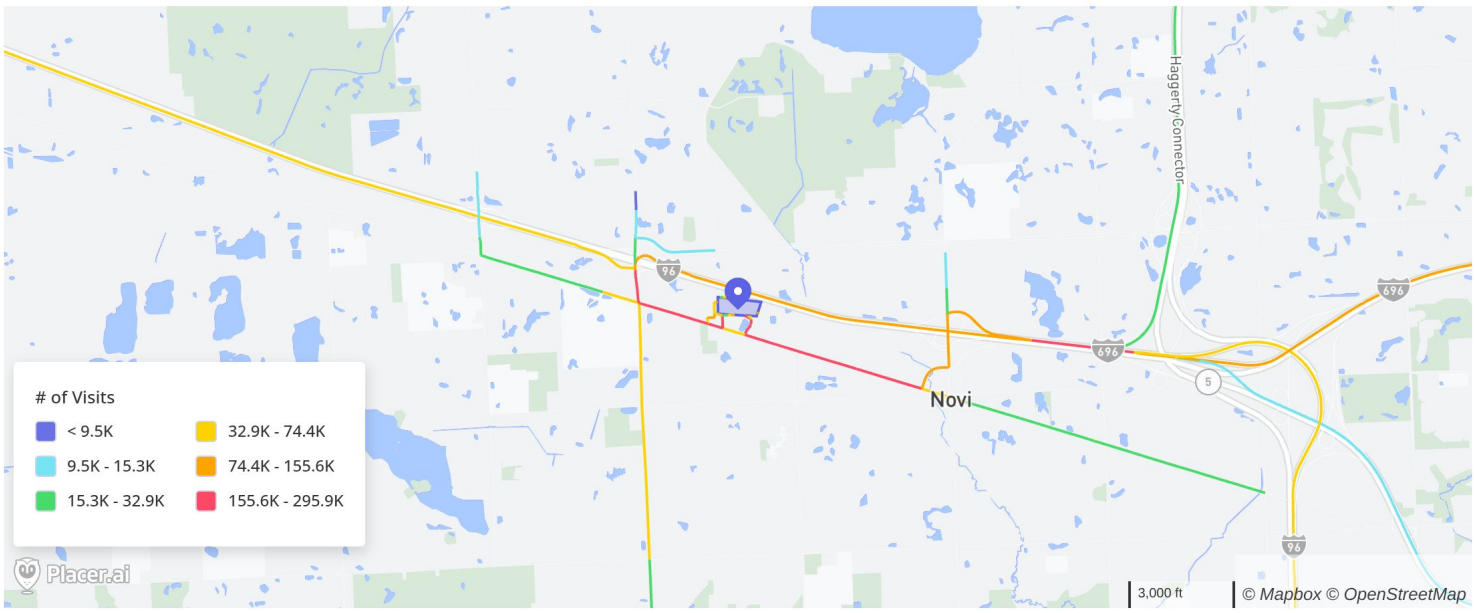
Average Stay	258 min
Median Stay	179 min

Visits | Jul 1st, 2025 - Jun 30th, 2026
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Visitor Journey - Routes

Suburban Showplace
Grand River Ave, Novi, MI



To protect individual privacy, the beginning points shown for each route are approximations and do not represent actual home locations.

Journey Direction: To Property | Jul 1st, 2025 - Jun 30th, 2026
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Consideration of approval to award a contract to GM & Sons Inc. for as-needed concrete repairs, with the estimated annual amount of $608,000.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- The City's preventative and routine maintenance program includes road panel replacement, road curb repairs, sidewalk flag replacements, and storm drain structure rehabilitation.
- The contract awarded on February 23, 2026 went to the two lowest bidders, Luigi Ferdinandi and Sons Concrete Co., and Santos Cement Inc.
- Luigi Ferdinandi and Sons Concrete Co. withdrew themselves from the contract.
- Terminating current as-needed concrete repairs contract with Santos Cement Inc.
- GM & Sons was the third lowest bidder, and next in line for award.

BACKGROUND INFORMATION:

A primary goal of the City's asset management program is the preservation of infrastructure to prevent costly, large-scale reconstruction. Examples of preventative and routine maintenance include, but are not limited to, road panel replacement, curb repairs, sidewalk flag replacements, and storm drain structure rehabilitation. Each of these programs helps ensure City assets remain in good, functional condition.

Novi's preventative maintenance program, in conjunction with other asset improvement initiatives, is intended to result in an overall improvement to the quality of the City's right-of-way. The objective of this service is to preserve concrete assets through lower-cost rehabilitation techniques, rather than allowing deterioration to progress to the point where extensive reconstruction is required resulting in significantly higher costs and effort.

On February 23, 2026, the City awarded a one-year contract to Luigi Ferdinandi and Son Concrete Co., and Santos Cement Inc. for as-need concrete repair. Since the contract award, Luigi Ferdinandi and Son Concrete Co. have withdrawn from the contract. Santos Cement Inc. has been unable to fulfill the required services and standards in the contract.

Eight bids were received and publicly opened on January 27, 2026, following a public bid solicitation period. The bid tabulation is included in the packet. GM & Sons is the next in line low bid and will use their pricing.

Following a review of available options, the third-lowest bidder, GM & Sons Inc., has been evaluated, and it has been determined that they possess the personnel, equipment, experience, and operational capacity necessary to successfully fulfill the contract requirements. GM & Sons Inc. has performed work in the City of Novi previously and performed satisfactorily.

RECOMMENDED ACTION: Approval to award a contract to GM & Sons Inc. for as-needed concrete repairs, with the estimated annual amount of $608,000 The contract term is one year with three potential one-year extensions.

AS-NEEDED CONCRETE

January 27, 2026 2:00 p.m.

Company			Santos Cement		Luigi Ferdinandi & Sons		GM & Sons		Great Lakes Contracting Solutions		Major Construction Group		Olsen Cement		Signature Services		Hard Rock Concrete	
Pay Item	**Pay Unit**	**Est. Quantity**	**Unit Price**	**Est Price**	**Unit Price**	**Est. Price**	**Unit Price**	**Est. Price**	**Unit Price**	**Est. Price**	**Unit Price**	**Est. Price**	**Unit Price**	**Est Price**	**Unit Price**	**Est. Price**	**Unit Price**	**Est Price**
Remove and replace, Concrete 4 inch	Sq. Ft.	5000	$7.50	$37,500.00	$8.33	$41,650.00	$8.00	$40,000.00	$10.75	$53,750.00	$11.50	$57,500.00	$10.00	$50,000.00	$10.80	$54,000.00	$10.00	$50,000.00
Remove and replace, Concrete 6 inch	Sq. Ft.	10000	$8.50	$85,000.00	$9.33	$93,300.00	$9.00	$90,000.00	$11.75	$117,500.00	$9.99	$99,900.00	$12.20	$122,000.00	$12.80	$128,000.00	$14.00	$140,000.00
Remove and replace, Concrete 8 inch	Sq. Ft.	7500	$10.00	$75,000.00	$11.33	$84,975.00	$11.00	$82,500.00	$12.75	$95,625.00	$15.00	$112,500.00	$14.40	$108,000.00	$15.80	$118,500.00	$22.00	$165,000.00
Integral Concrete Curb & Gutter	LF	2000	$30.00	$60,000.00	$30.00	$60,000.00	$15.00	$30,000.00	$42.50	$85,000.00	$45.00	$90,000.00	$27.00	$54,000.00	$75.00	$150,000.00	$60.00	$120,000.00
Concrete Curb	LF	1000	$22.00	$22,000.00	$30.00	$30,000.00	$42.00	$42,000.00	$54.00	$54,000.00	$60.00	$60,000.00	$65.00	$65,000.00	$50.00	$50,000.00	$32.00	$32,000.00
Catch basin, reconstruction	VF	10	$200.00	$2,000.00	$100.00	$1,000.00	$400.00	$4,000.00	$300.00	$3,000.00	$1,000.00	$10,000.00	$650.00	$6,500.00	$1,950.00	$19,500.00	$500.00	$5,000.00
Catch basin, rehabilitation (top 12")	Each	10	$200.00	$2,000.00	$1,000.00	$10,000.00	$600.00	$6,000.00	$600.00	$6,000.00	$825.00	$8,250.00	$650.00	$6,500.00	$850.00	$8,500.00	$1,500.00	$15,000.00
Catch basin, tuck pointing (top 24 ")	Each	20	$200.00	$4,000.00	$250.00	$5,000.00	$450.00	$9,000.00	$450.00	$9,000.00	$400.00	$8,000.00	$500.00	$10,000.00	$760.00	$15,200.00	$750.00	$15,000.00
21AA aggregate (beyond refreshing)	Sq. Yd.	1000	$15.00	$15,000.00	$1.00	$1,000.00	$16.00	$16,000.00	$25.00	$25,000.00	$9.00	$9,000.00	$57.00	$57,000.00	$50.00	$50,000.00	$25.00	$25,000.00
Joint Seal/Overband	LF	2000	$1.00	$2,000.00	$1.50	$3,000.00	$11.00	$22,000.00	$3.00	$6,000.00	$4.50	$9,000.00	$1.95	$3,900.00	$1.75	$3,500.00	$1.50	$3,000.00
Asphalt remove & replace (pathways)	Sq. Ft.	1000	$8.00	$8,000.00	$10.00	$10,000.00	$8.50	$8,500.00	$12.50	$12,500.00	$6.25	$6,250.00	$14.00	$14,000.00	$6.50	$6,500.00	$20.00	$20,000.00
Asphalt mill & replace (2") (pathways)	Sq. Ft.	2000	$7.00	$14,000.00	$7.50	$15,000.00	$6.50	$13,000.00	$6.70	$13,400.00	$11.50	$23,000.00	$12.25	$24,500.00	$4.00	$8,000.00	$20.00	$40,000.00
ADA tile, provide & install	LF	25	$55.00	$1,375.00	$55.43	$1,385.75	$75.00	$1,875.00	$70.00	$1,750.00	$60.00	$1,500.00	$80.00	$2,000.00	425.00 each	$10,625.00	$550.00	$13,750.00
Single lane non-freeway closure, if needed	Per Day	7	$1,000.00	$7,000.00	$333.00	$2,331.00	$1,750.00	$12,250.00	$600.00	$4,200.00	$650.00	$4,550.00	$800.00	$5,600.00	$810.00	$5,670.00	$1,200.00	$8,400.00
Additional charges			n/a		n/a		n/a		n/a		See Bid		n/a		See Bid		n/a	
Comments			n/a		n/a		n/a		n/a		n/a		n/a		n/a		n/a	
Totals				**334,875.00**		**358,641.75**		**377,125.00**		**486,725.00**		**499,450.00**		**529,000.00**		**627,995.00**		**652,150.00**

GM & SONS, INC.

cityofnovi.org

NOTICE - CITY OF NOVI

INVITATION TO BID

AS-NEEDED CONCRETE REPAIR CONTRACT

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

IMPORTANT DATES

Bid Issue Date	**January 12, 2026**
Last Date for Questions	**Tuesday, January 20, 2026, by 12:00 p.m.** Please submit all questions via email to: Tracey Marzonie, Purchasing Department tmarzonie@cityofnovi.org
Response Due Date	**Tuesday, January 27, 2026, by 2:00 p.m.** Uploaded to the MITN website at https://www.bidnetdirect.com/mitn

DESCRIPTION:

This is a contract for as-needed concrete repairs within the City limits that may include road panels, sidewalks, driveways, catch basins, curbs, etc. It is the City's intent to make an award to multiple contractors.

NOTICE TO BIDDERS

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

CITY OF NOVI

AS-NEEDED CONCRETE REPAIR CONTRACT

BID FORM

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

Pay Item	Pay Unit	Estimated Quantity	Unit Price
Remove and replace, Concrete, 4 inch	SF	5,000	$ 8.00
Remove and replace, Concrete, 6 inch	SF	10,000	$ 9.00
Remove and replace, Concrete, 8 inch	SF	7,500	$ 11.00
Integral Concrete curb & gutter	LF	2,000	$ 15.00
Concrete curb	LF	1,000	$ 42.00
Catch basin, reconstruction	VF	10	$ 400.00
Catch basin, rehabilitation (top 12")	Ea	10	$ 600.00
Catch basin, tuck pointing (top 24")	Ea	20	$ 450.00
21AA aggregate (beyond refreshing)	SY	1,000 (as needed)	$ 16.00
Joint Seal / Overband	LF	2,000	$ 11.00
Asphalt remove & replace (pathways)	SF	1,000	$ 8.50
Asphalt mill & replace (2") (pathways)	SF	2,000	$ 6.50
ADA tile, provide and install	LF	25	$ 75.00
Single lane (non-freeway) closure, if needed	Per Day	7	$1,750.00

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

COMMENTS: _____

We acknowledge receipt of the following Addenda: 1
(please indicate numbers)

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

THIS BID SUBMITTED BY:

Company (Legal Registration) **GM & Sons, Inc.**

Address 46900 West Road

City Novi State MI Zip 48377

Telephone 248-956-7939 Fax 248-956-8123

Representative's Name Hugo A. Gallegos

Representative's Title President

Authorized Signature _____

E-mail Project Manager: Sean Morrissey - sean@gmandsons.com

Date 01/27/2026

CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

AS-NEEDED CONCRETE REPAIR CONTRACT

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

Name of Firm GM & Sons, Inc.

Address: 46900 West Road

City, State Zip Novi, MI 48377

Telephone 248-956-7939 Fax 248-956-8123

Cell 248-798-8646

Agent's Name (please print) Sean Morrissey

Agent's Title Project Manager

Email Address: sean@gmandsons.com

Website www.gmandsons.com

1. Organizational structure: Corporation, Partnership, etc. Corporation, Michigan
2. Firm established: 04/30/1992 Years in business: 37 Years
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
   No X Yes _____ Reason: _____
4. Under what other or former names has your organization operated?
   N/A
5. How many full-time employees? 125 Part-time? 1
6. Are you able to provide insurance coverage as required by this bid? Yes (attached)
7. List the scope of services (type of work) you are able to perform.
   Concrete construction, including concrete pavement, driveways, sidewalks, ADA-ramps and curb/gutter. We are Michigan Concrete Association certified in decorative stamped, colored concrete, pervious concrete installation and employ American Concrete Association certified cement finishers. Removals, restoration.
8. Provide a list of employees and all other professional staff to be assigned to this contract. Include name, title, license number, years' of experience, full/part time, on-call availability, qualifications, and experience.

See attached list of Key Employees as provided to the Michigan Department of Transporation.

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

In addition to various hand tools, please see attached equipment list.

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

Attached is our list of current projects.

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

Company Please see attached list of comparable projects and references.
Address _____
Phone _____ Contact name _____

Company _____
Address _____
Phone _____ Contact name _____

Company _____

Address _____

Phone _____ Contact name _____

12. Claims and Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.
    No X Yes _____

_____

_____

_____

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

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: _____

Representative's Name (please print) Hugo A. Gallegos, President

Date 01/27/2026

SAMPLE

CONTRACT FOR AS-NEEDED CONCRETE REPAIRS

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, 45175 Ten Mile, Novi, Michigan 48375 "City", and _____, whose address is _____, "Contractor."

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

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

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

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

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

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

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, it agents, and others working on its behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

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

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

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

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

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

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

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

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

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

Contractor:

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

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

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

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

_____ _____

By: Justin Fischer

Date: _____ Its: Mayor

_____ _____

By: Cortney Hanson

Date: _____ Its: Clerk

WITNESSES AND DATES
OF SIGNATURES:

CONTRACTOR

_____ _____

By:

Date: _____ Its:

CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Approval to advance purchase one 12-foot by 6-foot precast box culvert and one 15-foot by 7-foot precast box culvert for the Lee BeGole Drive/Crescent Boulevard Road Extension project from Northern Concrete Pipe, Inc., in the amount of $698,488.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Two box culverts are necessary to complete the road extension where the road will cross Bishop Creek.
- Northern Concrete Pipe, Inc. is the sole supplier of the box culverts, which have a lead time of approximately eight weeks.

FINANCIAL IMPACT

	FY 2026/27
EXPENDITURE REQUIRED	**$ 239,700.40 Northern culvert** **$ 458,788.24 Southern culvert** **$ 698,488.64 Total**
BUDGET **Public Safety Building Fund 464-446.00-975.952**	**$ 11,769,250**
APPROPRIATION REQUIRED	**$ 0**
FUND BALANCE IMPACT	**$ 0**
A total of $18M is budgeted for all costs related to the road and infrastructure improvements (engineering services, construction, utilities, and contingency). The $11.7M for road construction is included in the total budget.	

BACKGROUND INFORMATION:

The City's engineering consultant, OHM Advisors, completed the design of the Lee BeGole Drive/Crescent Boulevard Extension, and the project is currently out to bid. The

roadway extension requires two new box culverts be installed at the Bishop Creek drain crossings: one 12-foot by 6-foot culvert at the north end of the project area, and one 15-foot by 7-foot culvert to the south. The sole supplier of the box culverts, Northern Concrete Pipe, Inc., provided a quote for both culverts totaling $698,488.64.

Advance purchasing the box culverts will reduce the lead time on the culverts so the project can stay on schedule. Award for road construction is expected to be on an August City Council agenda, with construction on the road expected to begin this fall.

RECOMMENDED ACTION: Approval to advance purchase one 12-foot by 6-foot precast box culvert and one 15-foot by 7-foot precast box culvert for the Lee BeGole Drive/Crescent Boulevard Road Extension project from Northern Concrete Pipe, Inc., in the amount of $698,488.64.

Lee BeGole Drive/Crescent Boulevard Extension
Culvert Locations



CITY OF NOVI
cityofnovi.org

Project Area

N

Feet
0 50 100 200

Map Author: Runkel
Map Print Date: 7/14/26



Bay City
401 Kelton St
Bay City, MI 48706
989.892.3545

Clarkston
4950 White Lake Rd
Clarkston, MI 48346
248.795.2431

Grand Rapids
2701 Chicago Dr SW
Wyoming, MI 49519
616.608.6025

Lansing
5281 Lansing Rd
Charlotte, MI 48813
517.645.2777

Toledo
3756 Centennial Rd
Sylvania, OH 43560
419.841.3361

Quote: SQ-26-01597
Date: 06/26/2026

Quotation

Bid Date: 06/26/2026

PROJECT QUOTE

City of Novi - Crescent / Lee Begole Ext.
Crescent & Lee Begole Street
Oakland County (MI)
Novi , MI

Qty	UOM	Description	Unit Price	Total
		Boxes / Bridges		
12x6				
68	LF	12' x 6' Precast Box Culvert	$ 1,829.00 / LF	$ 124,372.00

Proposed 12' x 6' Precast 4-Sided Box Culvert Sections will weigh approx- 26 Tons/ea.
Lifting cables of the proper capacity and length to safely offload and set all sections must be furnished by others.

Proposed Boxes will be manufactured to ASTM C-1577 Specifications w/ HL-93 Modified Loading.

Load Ratings for "As Designed" conditions as well as AASHTOWare Bridge BrR analysis, are included in the LF pricing.

All Proposed Precast End Treatments (HWs, Footings & WWs) using NCPI's proposed configurations (similar to what is shown in the plans) are subject to the approval of the Project Engineer.

8 ea.- Joint Ties per MDOT R-84A, (1 ea. per joint per side, for the end two joints at each end of the culvert) are included in the box LF cost.
Any additional Joint Ties that may be required, can be purchased for $255.00/ea.

All required Joint Waterproofing (JWP) as well as any required Joint Filler are to be furnished and installed by others (typ).

Standard MDOT Joint Materials (butyl rope w/ primer, mastic, filter fabric and 12" external joint wrap w/primer) for this crossing are listed on the quotation, quantities are approximate.

Accepted By: _____ Date: _____

Printed Name: _____ Sales Person: Michael Graebner



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Qty	UOM	Description	Unit Price	Total

Note- The bedding for all precast segments must be placed precisely to assure the sections are plumb to maintain proper alignment of the adjoined precast components. If any of the sections do not line up properly, they should be removed, the bedding regraded, and the sections re-installed.

PLEASE NOTE-

Timely delivery of the materials quoted are subject to many variables, some that are beyond our control (engineer review / approval, ordering / availability of raw materials, form availability, the weather and supply chain issues). NCPI will not be responsible for project delays, subsequent fines, back charges, or liquidated damages for variables that are beyond our control.

NCPI will manufacture projects in the order that we receive final approval. It is the Contractor's responsibility to assist us in expediting our submittals through the process.

NOTE- Due to the very tight completion date requirements for this project, all facets for completing this crossing will be very tight to be able to meet the completion dates. NCPI will need final approval of the drawings by July 20th in order to have the crossing completed and cured by Mid to Late September.

Note- Based upon the final design strength requirements for the concrete, additional cure times may also extend the timing required to deliver any segments that require over 5000 psi concrete.

As mentioned above, we build new orders in the order that we receive final approvals. If other projects come in that are received and approved previous to these newly quoted projects, this could delay the timing even further.

Please cover yourselves for any additional time that you feel may be needed to complete the project as you see it.

NOTE- It is the Contractor's responsibility to review our shop drawings for ALL types of lifting points that may be furnished for the precast segments. The Contractor must provide all lifting cables and lifting devices that will be required to match the various types of lifting points that will be furnished, to safely off-load and set in place all of the precast segments. NCPI will NOT furnish any of these required devices when the sections are delivered to the job site. Our dispatchers will attempt to confirm with your site personnel that they have all of the required lifting equipment before we will confirm delivery to the job site, to avoid any demurrage for truck delays caused by the required handling equipment not being on site at the time of delivery. If you do not have the required lifting devices, please contact our office at 800-222-9918 for contacts where these devices may be purchased from.

2	EA	Precast Headwall	$ 6,900.00 / EA	$ 13,800.00

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Printed Name: _____ Sales Person: Michael Graebner



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Qty	UOM	Description	Unit Price	Total
		Precast attached headwalls will add approx. 4 ton to each end section. Ledgestone Form Liner patter to match modular block wall per drawings. Engineer to approve closest available option. Form liner included in headwall price.		
4	EA	Precast Wingwall	$ 23,000.00 / EA	$ 92,000.00
		Proposed Precast Wingwalls (WWs) with attached Footings, the heaviest lift will weigh approx- 24 Tons/ea. Note- These WWs are designed to be free standing, no connection to the end box sections, are required by design. If required by the Project Engineer/Owner, Galvanized Tie Plates to connect the WWs to the end bridge sections, along with all of the necessary anchors, bolts and hardware can be Purchased for $500/ea. Typically, if required, they would use 2 ea. per WW connection Ledgestone Form Liner pattern to match modular block wall per drawings. Engineer to approve closest available option. Form liner included in wing wall price.		
2	EA	Precast Box Footing	$ 3,000.00 / EA	$ 6,000.00
		Proposed Precast Box Culvert footings will weigh approx. 4.5 ton each.		
15x7				
102	LF	15' x 7' Precast Box Culvert	$ 2,060.00 / LF	$ 210,120.00
		Proposed 15' x 7' Precast 4-Sided Box Culvert Sections will weigh approx- 30 Tons/ea. 4 ea. - Lifting cables of the proper capacity and length to safely offload and set all sections must be furnished by others. Proposed Boxes will be manufactured to ASTM C-1577 Specifications w/ HL-93 Modified Loading. Load Ratings for "As Designed" conditions as well as AASHTOWare Bridge BrR analysis, are included in the LF pricing. All Proposed Precast End Treatments (HWs, Footings & WWs) using NCPI's proposed configurations (similar to what is shown in the plans) are subject to the approval of the Project Engineer.		

Accepted By: _____ Date: _____

Printed Name: _____ Sales Person: Michael Graebner



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Qty	UOM	Description	Unit Price	Total

8 ea.- Joint Ties per MDOT R-84A, (1 ea. per joint per side, for the end two joints at each end of the culvert) are included in the box LF cost.
Any additional Joint Ties that may be required, can be purchased for $255.00/ea.

All required Joint Waterproofing (JWP) as well as any required Joint Filler are to be furnished and installed by others (typ).

Standard MDOT Joint Materials (butyl rope w/ primer, mastic, filter fabric and 12" external joint wrap w/primer) for this crossing are listed on the quotation, quantities are approximate.

Note- The bedding for all precast segments must be placed precisely to assure the sections are plumb to maintain proper alignment of the adjoined precast components. If any of the sections do not line up properly, they should be removed, the bedding regraded, and the sections re-installed.

PLEASE NOTE-
Timely delivery of the materials quoted are subject to many variables, some that are beyond our control (engineer review / approval, ordering / availability of raw materials, form availability, the weather and supply chain issues). NCPI will not be responsible for project delays, subsequent fines, back charges, or liquidated damages for variables that are beyond our control.
NCPI will manufacture projects in the order that we receive final approval. It is the Contractor's responsibility to assist us in expediting our submittals through the process.

NOTE- Due to the very tight completion date requirements for this project, all facets for completing this crossing will be very tight to be able to meet the completion dates. NCPI will need final approval of the drawings by August 28th in order to have the crossing completed and cured by Early to Mid March 2027.

Note- Based upon the final design strength requirements for the concrete, additional cure times may also extend the timing required to deliver any segments that require over 5000 psi concrete.
As mentioned above, we build new orders in the order that we receive final approvals, if other projects come in that are received and approved previous to these newly quoted projects, this could delay the timing even further.
Please cover yourselves for any additional time that you feel may be needed to complete the project as you see it.

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Qty	UOM	Description	Unit Price	Total

NOTE- It is the Contractor's responsibility to review our shop drawings for ALL types of lifting points that may be furnished for the precast segments. The Contractor must provide all lifting cables and lifting devices that will be required to match the various types of lifting points that will be furnished, to safely off-load and set in place all of the precast segments. NCPI will NOT furnish any of these required devices when the sections are delivered to the job site. Our dispatchers will attempt to confirm with your site personnel that they have all of the required lifting equipment before we will confirm delivery to the job site, to avoid any demurrage for truck delays caused by the required handling equipment not being on site at the time of delivery. If you do not have the required lifting devices, please contact our office at 800-222-9918 for contacts where these devices may be purchased from.

2	EA	Precast Headwall	$ 20,000.00 / EA	$ 40,000.00

Precast headwall will weigh approx. 18 ton. Headwalls will be shipped separately from end box sections.

Proposed Precast HWs will be manufactured in an "L" shape. Holes will be cast through the bottom leg of the "L" for running rods through to connect to the end box section top slabs. All Required Galvanized anchors, threaded Rods and hardware are included in the HW pricing. The holes that are cast into the leg of the "L" will need to be grouted by the Contractor after the threaded rods are installed. The Grout must be furnished by others.

Ledgestone Form Liner patter to match modular block wall per drawings. Engineer to approve closest available option. Form liner included in headwall price.

4	EA	Precast Wingwall	$ 48,800.00 / EA	$ 195,200.00

Proposed Precast Wingwalls (WWs) with attached Earth Anchors, the heaviest lift will weigh approx- 31 Tons/ea. WW's will be cast in sections to allow for shipping. Galvanized Tie Plates to connect the WWs to the end bridge sections as well as adjoining WW's segments. All of the necessary anchors, bolts and hardware are included.

The WWs must be shimmed up 1" above the top of the WW Footings, then grout placed between the bottom of the WWs and the Footings to provide uniform bearing for the WWs. Grout is also required between the back of the WW Footings and the Toe of the Earth Anchors (Approx.- 24" w X 6" deep). All Required Grout and Shims are to be furnished and installed by the contractor.

An estimated 4' W X 2' Thick Precast Spread Footing is included for each WW. they may be cast in sections, heaviest lift will be approximately 14 tons.

Based upon the soil bearing capacity, larger wing wall footings may be required pending final engineering design.

Ledgestone Form Liner pattern to match modular block wall per drawings. Engineer to approve closest available option. Form liner included in wing wall price.

Accepted By: _____ Date: _____

Printed Name: _____ Sales Person: Michael Graebner



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Qty	UOM	Description	Unit Price	Total
2	EA	Precast Box Footing	$ 4,000.00 / EA	$ 8,000.00
		Proposed Precast Box Culvert footings will weigh approx. 5.5 ton each.		
		Miscellaneous		
12x6				
10	EA	1-1/2" x 10.5' EZ-Stik Carton (4/Box - 42')	$ 2.42 / LF	$ 1,016.40
2	EA	EZ-Primer No. 4 (1 Gallon)	$ 78.00 / EA	$ 156.00
3	EA	12" x 100' ConWrap CS-212 (2 - 50' rolls / box)	$ 3.99 / LF	$ 1,197.00
3	EA	ConSeal Primer CS-75 (1 Gallon)	$ 78.00 / EA	$ 234.00
7	EA	5 Gallon Pail Mastic	$ 75.00 / EA	$ 525.00
1	EA	36" x 360' Roll Mirafi 140N	$ 400.00 / EA	$ 400.00
15x7				
16	EA	1-1/2" x 10.5' EZ-Stik Carton (4/Box - 42')	$ 2.42 / LF	$ 1,626.24
3	EA	EZ-Primer No. 4 (1 Gallon)	$ 78.00 / EA	$ 234.00
4	EA	12" x 100' ConWrap CS-212 (2 - 50' rolls / box)	$ 3.99 / LF	$ 1,596.00
4	EA	ConSeal Primer CS-75 (1 Gallon)	$ 78.00 / EA	$ 312.00
12	EA	5 Gallon Pail Mastic	$ 75.00 / EA	$ 900.00
2	EA	36" x 360' Roll Mirafi 140N	$ 400.00 / EA	$ 800.00

Accepted By: _____ Date: _____

Printed Name: _____ Sales Person: Michael Graebner

NORTHERN CONCRETE PIPE, INC.

STANDARD TERMS AND CONDITIONS

This Quotation is Seller's only method of acceptance of an order. Seller's acceptance is limited to the terms of this Quotation, and even if Buyer does not sign and return this document, Buyer's acceptance of delivery of materials hereunder shall serve as Buyer's confirmation that this document constitutes the parties entire agreement. If Buyer issues a document and/or Purchase Order of its own, this Quotation shall supersede the terms of Buyer's document. NCPI cannot sign any other purchase order to implement of confirm an order for this quotation.

All Quotations are open for acceptance by the Buyer for 30 days from the bid date, and if not accepted in its entirety and all submittals approved within that time, will be deemed to be withdrawn, unless otherwise agreed to in writing by the Seller. The Quantity, Size And Description of the materials in this Quotation are generally that of others, should not be relied on for bidding purposes and must be verified by Buyer at time of acceptance.

This Quotation may not be changed or modified except in writing and signed by Seller, and waiver by Seller of one provision herein, or one provision on one occasion, does not constitute waiver as to any other provision or waiver for other occasions.

Seller's prices do not include sales or use tax, any and all responsibility for which is assumed by Buyer.

Acceptance of Quotation shall be conditioned upon the Buyer establishing appropriate credit.

Payment terms are cash - due net in the month following the month of delivery and will be referred to in billing as Net 30th. If payment has not been received by the end of the second month following the month of delivery the account will be considered past due and shall be subject to a SERVICE CHARGE of one and one-half percent (1½%) per month thereafter on the unpaid balance representing a TIME-PRICE DIFFERENTIAL pursuant to MSA‡19.15 (1). This amounts to an ANNUAL PERCENTAGE RATE of 18% per year. Any payment to NCPI by credit card will be charged an additional 3% fee added to the invoice total.

Unless this Quotation otherwise specifies in writing, it is made on the condition that full delivery will be taken within six (6) months from acceptance of order. Any product delivered after this period may be subject to an increase in price for each six (6) month period from acceptance of order up to the list price as shown on Manufacturers then current price list. Seller will invoice in full and charge two percent (2%) per month of the selling price for all products including boxes, bridges and 48" and larger (equivalent) diameter pipe and manholes not delivered within 30 days of the originally scheduled delivery date.

Materials are quoted F.O.B. tailgate of truck in truckload lots, during Seller's normal working hours, as near to jobsite as is accessible to trucks under own power, without risk of accident, vehicle damage, injury or undue delay. The purchaser shall provide and maintain suitable access roads to the project site for delivery of product. ONE (1) HOUR is the time allowed for unloading of truck - after that a delay on site fee of $200.00 per hour will be assessed. Buyer may be assessed a delay in release fee, up to $500.00 per load, for material that is released for shipment, loaded on trucks and then the release is delayed or canceled. Less than truckload lots delivered at $4.80/mile each way.

Seller shall not be liable for nonperformance or delay in delivery due to acts of God, pandemic, disease or viral outbreak, labor disputes, local labor shortages, fire, war, terrorism, flood or other casualty, governmental regulations or requirements, shortages or failure of raw materials, supplies, fuel, power or transportation, breakdown of equipment, or any other causes beyond Seller's control, whether of similar or dissimilar nature than those enumerated. In no event shall Seller be liable for any consequential damages or claims resulting from failure or delay in delivery.

The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

The Buyer will inspect Seller's products at the time of delivery and any claims in respect thereto (damage, shortage or other alleged cause) shall be made at that time by entering the full details thereof on the delivery receipt. Seller's liability for defective or shortage of product is limited to replacement of same at the Seller's cost, and Seller shall not be liable for consequential, indirect or incidental damages, including without limitation any liquidated damages or penalties of any kind which Buyer may incur. Seller assumes no obligations for expenses of any kind, whether arising from delays during replacement of materials for cause or otherwise.

Installation is under Buyer's supervision and is solely Buyer's responsibility. Seller vacuum tests sanitary sewer concrete pipe and will not assume any responsibility regarding Buyer's installation techniques and/or final air test results. Unless expressly agreed in writing and signed by Seller, Seller shall not be responsible for the results of any instructions or technical advice in connection with the design, installation or use of the products sold hereunder. A field representative of Seller may from time to time be present on the jobsite and will work with and be of assistance to Buyer but has no authority to modify this or other provisions hereof or otherwise bind Seller.

Special precast concrete products are not subject to cancellation or return and any special product not taken will be charged to Buyer at the quoted price plus a disposal fee. Other materials when returned for credit will be subject to freight charges and the acceptance of Seller with a minimum of 25% handling charge deducted from the saleable returns.

There are no warranties, representations, conditions or agreements between Seller and Buyer other than as set out in this Quotation. Quotation is subject to availability of materials from vendors and/or third party suppliers. There is no implied warranty or condition except an implied warranty of title to and freedom from encumbrance of, the products sold hereunder and in respect of products bought by description that they are of merchantable quality. SELLER EXPRESSLY DISCLAIMS ALL RESPONSIBILITY FOR DESIGN OF THE PROJECT BY OTHERS AS WELL AS HANDLING AND INSTALLATION OF THE MATERIALS BY BUYER AND DAMAGES ATTRIBUTABLE THERETO VOID ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED.

In the event the payment terms set forth in Paragraph 6 are not timely honored and Seller files a lien or asserts a claim against the bond, whichever is applicable, Buyer shall be responsible for and shall pay all of Seller's reasonable costs, including but not limited to, filing and recording fees, attorney fees, litigation expenses, court costs and expert fees.

Should any part or provision of this agreement be declared invalid, unenforceable, illegal or in conflict with any law, the validity and enforceability of the remaining portions or provisions or portions of provisions shall not be affected.

Returns: No special items may be canceled or returned for credit without paying full price plus a disposal fee of $15.00 per ton. If customer returns standard stock items to our yard in good, saleable, truck ready condition credit will be 85% on standard, non-special items only. If NCP picks up and returns standard product that is in good condition the credit will be 75% less freight. If lightly damaged, but patchable standard products get picked up by NCP, the credit will be 25% less freight, since we will have to sell them as seconds. If NCP is forced to pick up product that is already in seconds condition, no credit will be issued for the material, and you will be invoiced for the cost to return the material, plus a $15.00 per ton disposal fee. NCP will not pick up junk product for return, please dispose of it on the jobsite.

Accepted By: _____ Date: _____

Printed Name: _____ Sales Person: Michael Graebner

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

Michigan Department
of Transportation
0304 (05/2026)

PROPRIETARY ITEM CERTIFICATION (PIC) AND PUBLIC INTEREST FINDING (PIF)

INSTRUCTIONS: A specific patented or proprietary material, specification, or process shall not be required on a contract except as permitted in Chapter 11 of the Road Design Manual (RDM). Use this form to certify or obtain approval of the use of a proprietary item on a project or group of projects.

PROPRIETARY ITEM OR PROCESS	
NAME OF PROPRIETARY ITEM OR PROCESS	MANUFACTURER NAME, ADDRESS & PHONE NUMBER
Precast Box Culvert	Northern Concrete Pipe, Inc. 4950 White Lake Road Clarkston, MI 48346

NEED FOR PROPRIETARY ITEM		
CHECK ONLY ONE		LOCATION
☒	Project Specific	Provide Job Number, CS/PRN and location Crescent Boulevard and Lee BeGole Drive Extension
☐	* Corridor Specific	Provide Corridor Description
☐	* Region-wide	Identify MDOT Region
☐	* Statewide	

* A corridor, region or statewide request will have a term of check only one.

☐	3 Years (Maximum allowable)	Specify date of term
☐	Other (Specify term)	Specify dates of term

CLASSIFICATION AND JUSTIFICATION

I hereby certify that the above named proprietary item or process is necessary as specified under the following classification(s) and justifications: (Check all that apply). See MDOT Road Design Manual Chapter 11 for definitions.

- ☒ Proprietary Item Certification (PIC) **
  - ☒ Synchronization
  - ☐ No Equally Suitable Alternative
- ☐ Public Interest Finding (PIF) ***
- ☐ Research and experimental purposes on short sections of road. Attach experimental work plan

** For Proprietary Item Certification (PIG), also select box for "synchronization" or "no equally suitable alternative". Synchronization includes function, aesthetics, logistics, or combination of these justifications. Approval signature is not required for a PIG. Retain the completed request form for available review on request in the project file.

*** Public Interest Findings (PIF) are required when equally suitable alternatives are available, and the proprietary item is not needed for synchronization.

JUSTIFICATION (Required)

Justification consists of information that documents the reasons marked above for use of the proprietary item or process. For research or experimentation, include a work plan that describes how the research or experimental feature will be used and evaluated. Attach additional pages and documentation as necessary.

Due to long lead times, it was required to being the procurement of the box culverts for the Crescent Boulevard and Lee BeGole Drive Extension project during the design phase rather than the Contractor beginning procurement after bid award. Northern Concrete Pipe, Inc. was consulted with and ultimately selected as the fabricator of the box culvert. The City of Novi has a past relationship with Northern Concrete as they have performed a similar process of fabricating a box culvert, storing it on site, and delivering it once the Contractor is ready for receipt, specifically downstream on the very same Bishop Creek that this project resides on. Additionally, Northern Concrete is the industry-wide primary local vendor for such items. They also have historically had the best price and quality of products.

REQUEST CERTIFIED BY		
NAME	TITLE (MDOT Project Manager or Local Public Agency Recipient)	SIGNATURE
Alex Parent, OHM Advisors	Project Manager	Alex Parent Digitally signed by Alex Parent DN: C=US, E=Alex.Parent@ohm-advisors.com, O=OHM Advisors, OU=Project Manager, CN=Alex Parent Date: 2026.07.17 15:07:03-04'00'

APPROVAL SIGNATURE(S)	
SIGNATURE - ENGINEER OF DESIGN (Required for NHS-MDOT Oversight PIF and experimental applications.)	DATE
SIGNATURE - LOCAL AGENCY PROGRAM ENGINEER (Required for Local Public Agency PIF and experimental applications.)	DATE

CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Consideration of final approval of the request for JSP25-02 Camelot Parc Townhomes, for a Planned Suburban Low-Rise (PSLR) Overlay Development Agreement Application and Concept Plan.

SUBMITTING DEPARTMENT: Community Development Department - Planning

KEY HIGHLIGHTS:

- On March 23, 2026, City Council granted tentative approval for the Camelot Parc Townhome development's Planned Suburban Low-Rise (PSLR) Plan
- The Camelot Parc Townhome PSLR Plan is for a vacant parcel totaling 8.24 acres (net) south of the Novi Promenade Shopping Center, east of Wixom Road.
- The plan shows the development of 22 townhome units in five 2-story buildings.
- The units would be for-sale, and each would have a two-car garage.
- The subject property is currently zoned R-1, One Family Residential, with a PSLR Overlay.
- As a benefit to the public, the applicant proposes a donation to fund improvements to the Wildlife Woods Park pavilion and restrooms, as well as conservation easements and enhancements to areas to be preserved.
- The PSLR Agreement has been drafted by the City's attorney, reviewed by the applicant, and is ready to return to City Council for final approval.

BACKGROUND INFORMATION:

The applicant is proposing a Planned Suburban Low-Rise Overlay (PSLR) Concept Plan to construct 22 for-sale townhome units on the east side of Wixom Road, north of Eleven Mile Road. The homes will be in five low-rise (2-story) buildings with a proposed density of 2.7 units per acre. The concept plan indicates the main entrance to the development off Stonebrook Drive, with secondary emergency-only access provided on the west side directly to Wixom Road. The applicant is proposing a trail for residents through the open space areas and proposes wetland preservation and mitigation on-site. Low rise multiple family is considered a Special Land Use in the PSLR overlay.

Staff Reviews and Ordinance Deviations

All staff and consultants have reviewed the proposed concept plan and recommended approval having found the plan to generally be in compliance with the stated intent of the PSLR Overlay District which is to:

"*Promote the development of high-quality uses, such as low-density multiple family residential, office, quasi-public, civic, educational, and public recreation facilities that can serve as transitional areas between lower-intensity detached one-family residential and higher-intensity office and retail uses while protecting the character of neighboring areas by encouraging high-quality development with single-family residential design features that will promote a residential character to the streetscape.*"

Section 3.21.1 permits deviations from the strict interpretation of the Zoning Ordinance within a PSLR Overlay agreement. These deviations may be granted by the City Council on the condition that "*there are specific, identified features or planning mechanisms deemed beneficial to the City by the City Council which are designed into the project for the purpose of achieving the objectives for the District.*" The applicant has provided a narrative document describing each deviation request and substitute safeguards for each item that does not meet the strict requirements of the Zoning Ordinance.

PSLR OVERLAY PROCEDURES

Section 3.21.3.B of the Ordinance provides the general review standards for use of the PSLR project: (i) it will result in a recognizable and substantial benefit to the ultimate users of the project and to the community; (ii) it will not result in an unreasonable increase in the use of public services, facilities and utilities, and will not place an unreasonable burden upon the subject property, surrounding land, nearby property owners and occupants, or the natural environment; (iii) it will not cause a negative impact upon surrounding properties; and (iv) it will be consistent with the goals and objectives of the City of Novi Master Plan, and will be consistent with the requirements of this Article.

At its September 10, 2025, meeting the Planning Commission held a public hearing, and reviewed the PSLR Overlay Concept Plan and other information relative to the PSLR Overlay Development Agreement Application. The Planning Commission provided a favorable recommendation to the City Council of the PSLR Overlay application and Concept Plan, subject to a number of conditions.

On March 23, 2026, City Council considered the application and indicated its tentative approval of the PSLR Concept Plan, and in so doing, directed the City Administration and City Attorney to prepare a PSLR Agreement with the deviations and conditions that were listed in the motion. Minutes from that meeting are attached.

Following final approval of the PSLR Overlay Concept Plan and Agreement, the applicant could proceed with the standard site plan review and approval procedures outlined in Section 6.1 and Section 3.21of the Zoning Ordinance.

PSLR OVERLAY AGREEMENT

Working with the City Attorney's office, the petitioner has now brought forward the Planned Suburban Low-Rise Overlay Agreement. The applicant is seeking positive consideration of the following:

One of the conditions in the Agreement states that the applicant will work in good faith with the Villas of Stonebrook to enter into a reasonable Maintenance Agreement for cost associated with Stonebrook Drive. The Agreement acknowledges that the City is satisfied with the proposed terms of the Maintenance Agreement offered by the Applicant at the March 23, 2026 City Council meeting. As of the date of the preparation of this packet, the Villas at Stonebrook HOA has not indicated they have accepted this offer. In the event that the applicant is unable though no fault of its own to enter into an agreement, the applicant may provide the City's Planner with documentation of the efforts made to finalize such an agreement and the City shall administratively determine whether the requirement to pursue the Agreement in good faith has been complied with or whether further efforts are required.

ADDITIONAL UPDATE:

The applicant has indicated they will remove one additional unit from the north side of the property in order to reduce the wetland impact, which will allow the mitigation area to be fully accommodated on site. This will bring the total number of units down to 21 (2.54 du/ac). This change will be reflected in the Site Plan submittal following approval of the PSLR Agreement.

RECOMMENDED ACTION:

Final approval of the request of Avalon Investment Group, LLC, JSP25-02, for a Planned Suburban Low-Rise (PSLR) Overlay Development Agreement Application and Concept Plan for the Camelot Parc Townhomes based on the following findings and conditions, City Council deviations, and conditions, with final form and language to be modified as determined by the City Attorney's Office and City Manager:

1. The PSLR Overlay Development Agreement and PSLR Overlay Concept Plan will result in a recognizable and substantial benefit to the ultimate users of the project and to the community. [*The applicant proposes a walking trail through a 0.92-acre area of woodland to be preserved, which meets the10% site area requirement. Most of this nature trail will be publicly accessible from an entrance on Wixom Road. There are benches in separate locations as enhancements of the common open spaces shown on the site. Much of the property is wetland area to be preserved and wetland mitigation, with over 50% of the site to be placed in conservation easements. Removal of invasive species, native seeding, and habitat structures for wildlife are proposed to enhance the natural features of the property. The site would have a connection to Wildlife Woods Park, the extensive pathway system within Ascension Providence Park hospital campus to the east*

and ITC Trail. The applicant also proposes to contribute to a list of improvements to the Wildlife Woods Park pavilion and restrooms as a benefit to the larger public.]

2. In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed type and density of use(s) will not result in an unreasonable increase in the use of public services, facilities and utilities, and will not place an unreasonable burden upon the subject property, surrounding land, nearby property owners and occupants, or the natural environment. [*The estimated number of daily vehicle trips is 132, which is less than the 750 trip threshold for a Traffic Study. Peak hour trips also do not reach the threshold of 100 trips (Estimated: 5 peak hour AM trips, 10 peak hour PM trips). The proposed use is expected to have minimal impacts on the use of public services, facilities, and utilities over what the underlying zoning would allow. The proposed concept plan impacts about 0.37 acres of existing 2.41 acres of wetlands and proposes removal of approximately 20 of the regulated woodland trees. The plan indicates appropriate mitigation measures will be provided, and woodland replacement credits will be planted on-site to the extent practical.]*

3. In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed development will not cause a negative impact upon surrounding properties. *[The proposed buildings are buffered by landscaping and preserved natural features. The multi-family residential use is a reasonable transition from the two-family and one-family developments to the west, east and south and the commercial shopping center to the north.]*

4. The proposed development will be consistent with the goals and objectives of the City of Novi Master Plan and will be consistent with the requirements of this Article [Article 3.1.27]. [*The proposed development could help provide for missing middle housing needs that are walkable to the commercial areas to the north, which is recommended in the City's Master Plan for Land Use. The area was included in the PSLR overlay in the Master Plan and Zoning Map, which permits multiple-family uses as a special land use. The proposed arrangement of buildings and site layout minimizes the impact on existing natural features.]*

5. City Council deviations as indicated in the PSLR Agreement *(as the Concept Plan provides substitute safeguards for each of the regulations and there are specific, identified features or planning mechanisms deemed beneficial to the City by the City Council which are designed into the project for the purpose of achieving the objectives for the District as stated in the planning review letter)*.

6. *The following conditions are made part of the PSLR Agreement:*
   a. *Consistent with its representations at the Planning Commission and City Council meetings, the applicant shall work in good faith with the Villas at Stonebrook to enter into a reasonable Maintenance Agreement between the applicant and the Villas (the City is* ***not*** *to be a party) that requires the applicant's*

property to share in maintenance costs for Stonebrook Drive (subject to City review).

b. *A conservation easement shall be provided for the remaining woodland and wetland areas, woodland credit replacements, and wetland mitigation areas, to ensure permanent protection of these natural features (approximately 4.25 acres). Such easements shall also be reflected on the Master Deed for the property.*
c. *A public easement shall be placed over a portion of the nature trail through the northern area of the property, west of the stormwater detention basin. Such easement shall also be reflected on the Master Deed for the property.*
d. *Wetland areas and buffers shall be enhanced with appropriate seeding and plant selection, placement of habitat structures, as well as invasive species removal, which will be shown and reviewed during site plan submittals.*
e. *Wetland and Woodland impacts shall be permitted by the Planning Commission during site plan review under the process and conditions of the Code of Ordinances.*
f. *Disturbance of the wetland buffer area shall be discouraged by the installation of appropriate landscaping and signage.*
g. *The applicant shall provide funding to the Department of Parks, Recreation and Cultural Services to complete the improvements to Wildlife Woods Park pavilion and restrooms, as proposed in the applicant's letter dated November 17, 2025, in order to address potential impacts of use by residents of those facilities.*
h. *Items noted in the Staff and Consultant review letters, except as otherwise noted in the Agreement, shall be addressed in the site plan process.*

This motion is made because the plan is otherwise in compliance with Article 3, Article 4 and Article 5 of the Zoning Ordinance and all other applicable provisions of the Ordinance.

MAPS

Location

Zoning

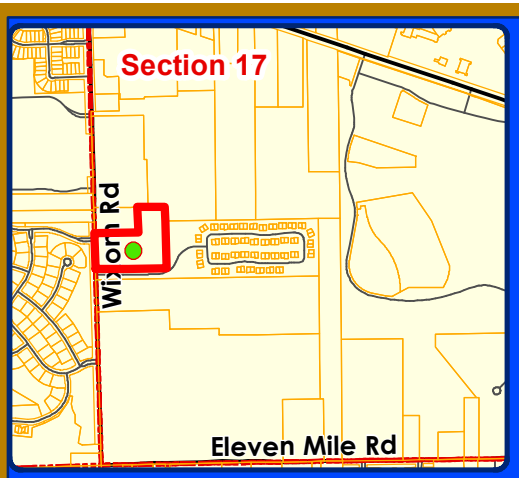
Future Land Use

Natural Features

JSP25-02 CAMELOT PARC TOWNHOMES

LOCATION





Legend

Subject Property

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

Map Author: Lindsay Bell
Date: 9/4/25
Project: CAMELOT PARC
Version #: 1

Feet
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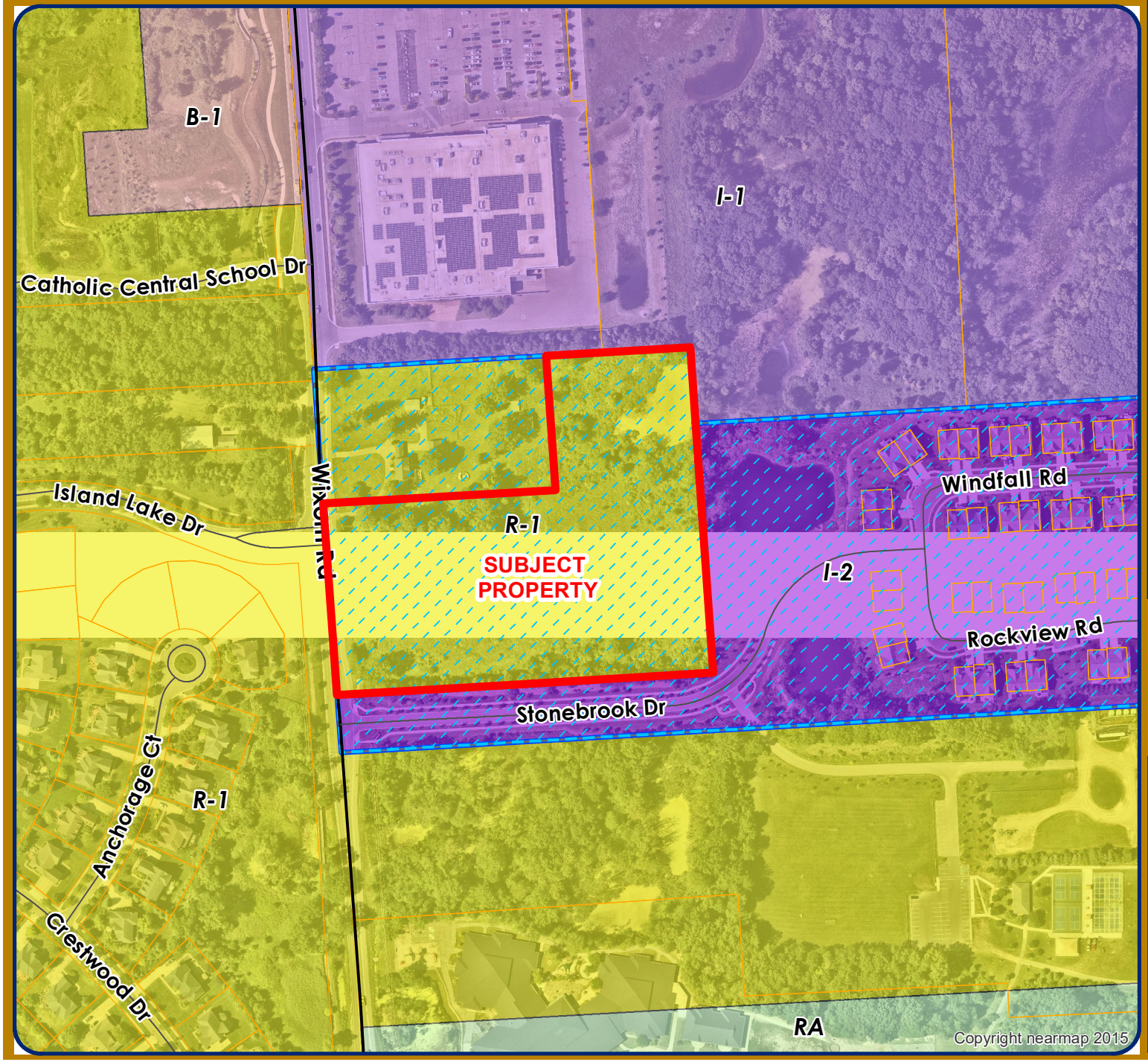
1 inch = 292 feet

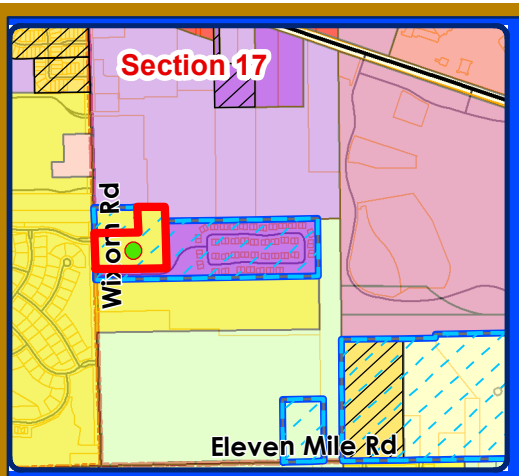
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JSP25-02 CAMELOT PARC TOWNHOMES

ZONING





Legend

- R-A: Residential Acreage
- R-1: One-Family Residential District
- R-3: One-Family Residential District
- R-4: One-Family Residential District
- RM-1: Low-Density Multiple Family
- B-1: Local Business District
- B-2: Community Business District
- B-3: General Business District
- I-1: Light Industrial District
- I-2: General Industrial District
- OSC: Office Service Commercial
- Planned Suburban Low-Rise (PSLR)
- Planned Rezoning (PRO)

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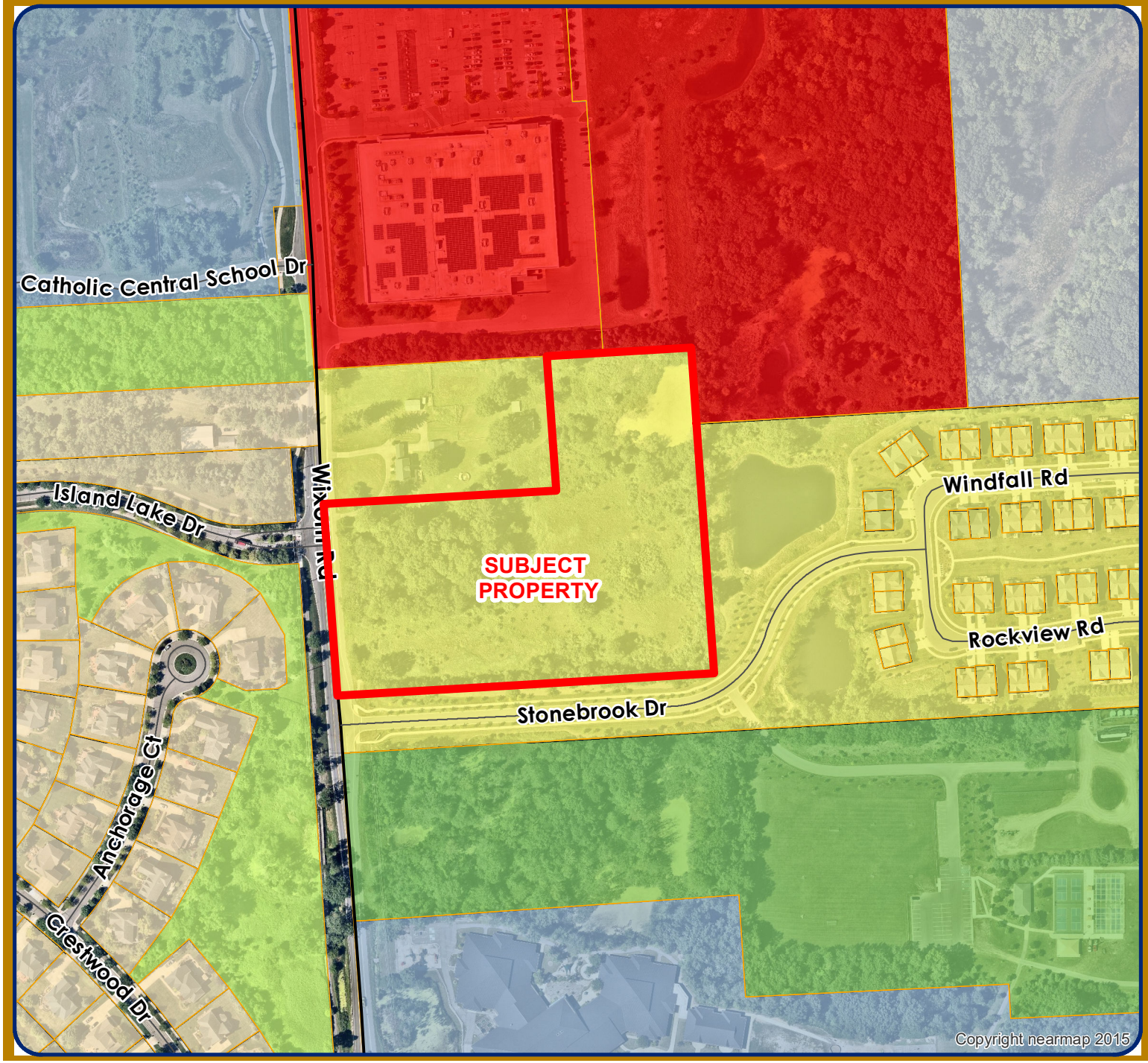
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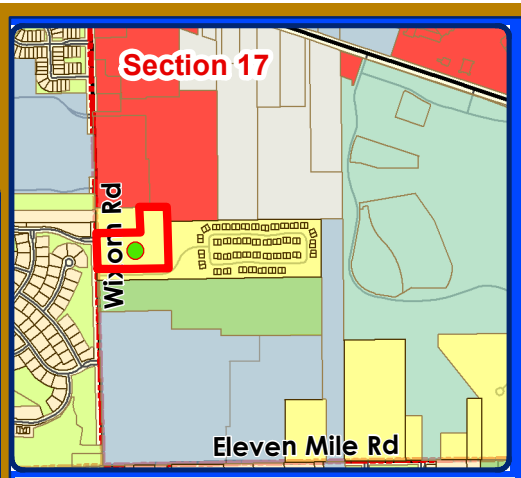
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JSP25-02 CAMELOT PARC TOWNHOMES

FUTURE LAND USE





Legend

Land Use Code

- COMMUNITY COMMERCIAL
- INDUSTRIAL OFFICE
- OFFICE SERVICE COMM
- PUBLIC/QUASI PUB
- PUBLIC PARK
- PRIVATE PARK
- SINGLE FAMILY
- SUBURBAN LOW RISE

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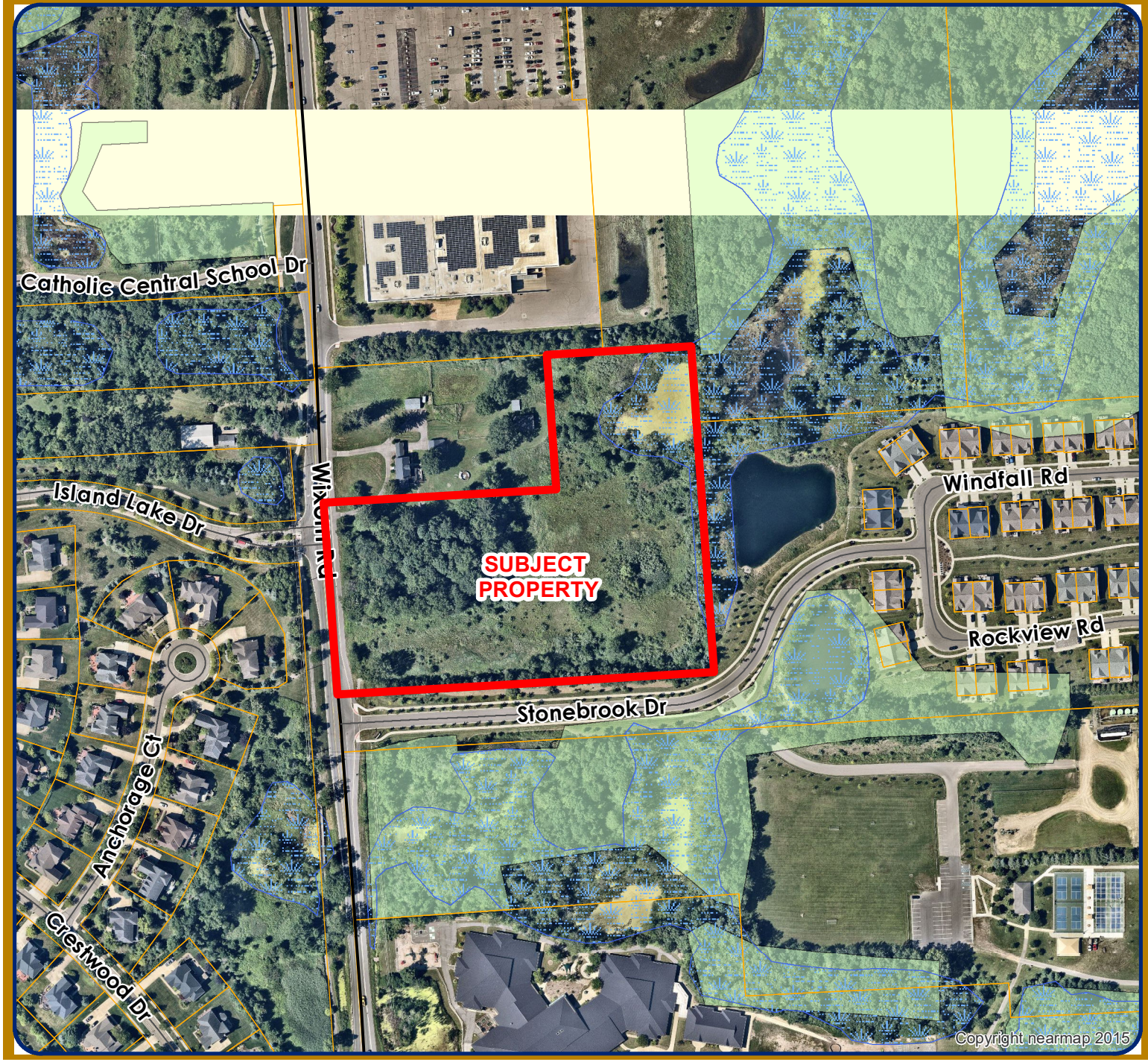
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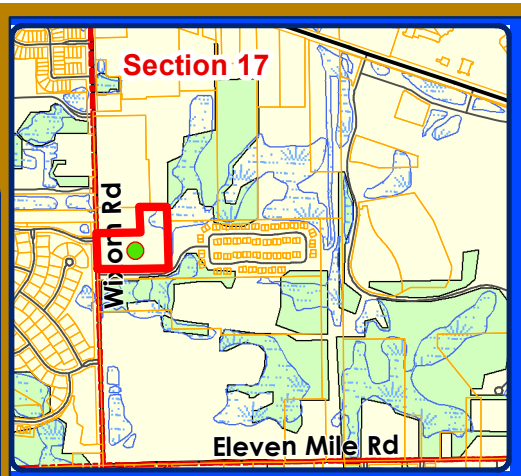
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JSP25-02 CAMELOT PARC TOWNHOMES

NATURAL FEATURES





Legend

- WETLANDS
- WOODLANDS
- Subject Property

City of Novi
Dept. of Community Development
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DRAFT PSLR AGREEMENT

PLANNED SUBURBAN LOW-RISE (PSLR)
OVERLAY DEVELOPMENT AGREEMENT –
CAMELOT PARC TOWNHOMES

THIS PLANNED SUBURBAN LOW-RISE (PSLR) OVERLAY DEVELOPMENT AGREEMENT (this "Agreement") is made as of the ___ day of _____, 2026, by and between AVALON INVESTMENT GROUP, LLC, a Michigan limited liability company, whose address is 1137 Prescott Drive, Rochester Hills, MI 48309, ("Avalon" or "Developer"), and the CITY OF NOVI, a Michigan municipal corporation , whose address is 45175 Ten Mile Road, Novi, MI 48375-3024 ("City").

RECITATIONS:

I. Avalon intends to develop the "Property" described on Exhibit A, attached and incorporated herein. The Property is an 8.78 acre parcel on the east side of Wixom Road between West 11 Mile Road and Grand River Avenue. Avalon proposes to develop the Property as a 22-unit residential development featuring two-story townhomes (the "Project") as set forth in the PSLR Overlay Concept Plan, which has been submitted to the City for review and approval under applicable provisions of the City Code, including the City's Zoning Ordinance (the "Zoning Ordinance"). The PSLR Overlay Concept Plan as hereby approved is a conceptual or illustrative plan for the potential development of the Property under the PSLR Overlay District that includes building elevations and site improvements. Such PSLR Overlay Concept Plan approval is not an approval to construct any of the proposed improvements as shown.

II. For purposes of improving and using the Property for the Project, Developer petitioned the City to consider approval for the Project under a PSLR Overlay Development Agreement application that included a PSLR Overlay Concept Plan, attached and incorporated as Exhibit B (the "PLSR Concept Plan").

III. The Property is zoned R-1 (Residential), with a PSLR Overlay that covers the entire parcel. The PSLR Overlay zoning classification provides the Developer and the City with a residential use that is compatible with the City's Master plan and with existing adjacent developments. The PSLR Overlay zoning classification provides

the Developer with certain material development options with respect to the Property that are not available under the R-1 (Residential) classification and that would be a distinct material benefit and advantage to the Developer. The PSLR Overlay zoning classification is consistent with the City's Master Plan for Land Use showing the Property as part of the Suburban Low-Rise area.

IV. The City has reviewed the Developer's proposed petition to consider a PSLR Overlay Development Agreement application under the terms of the PSLR Overlay District provisions of the City's Zoning Ordinance and has reviewed the Developer's proposed PSLR Overlay Concept Plan, the trip generation analysis, and the Developer's proposed deviations and waivers. The City has found that the PSLR Overlay Concept Plan meets the intent of the PSLR Overlay District ordinance in that it provides a reasonable transition from the higher intensity commercial uses on the north to the adjacent residential uses, subject to the terms and conditions of this Agreement.

V. In petitioning for consideration of a PSLR Development Agreement Application, Developer has expressed as a firm and unalterable intent that Developer will develop and use the Property in conformance with the PSLR Overlay Concept Plan and the conditions (herein referred to as the "Conditions") set forth in Paragraph 4, below.

VI. The PSLR Overlay Concept Plan is acknowledged and agreed by the City and Developer to be a conceptual plan for the purpose of depicting the general area and layout contemplated for development on the Property. The Developer will be required to obtain site plan approval for the development of the improvements to be constructed on the Property (i.e., the Project) in accordance with the terms of the PSLR Overlay District ordinance and this Agreement.

VII. Some deviations and waivers from the provisions of the City's ordinances, rules, or regulations as to the Project are depicted in the PSLR Overlay Concept Plan, as specifically described below, and are approved by virtue of this Agreement. However, except as to such specific deviations and waivers as enumerated herein, the development of the Property under the requirements of the PSLR Overlay District shall be subject to and in accordance with all applications, reviews, approvals, permits, and authorizations required under all applicable laws, ordinances, and regulations pertaining to such development, including, but not limited to, site plan approval, storm water management plan approval, woodland and wetland permits, facade approval, landscape approval, engineering plan approval, and payment of review and inspection fees and performance guarantees pertaining to the proposed development of the Property.

VIII. The building design and layout, facade, and elevations shall be substantially similar to that submitted as part of the Developer's final approval request, as depicted in the PSLR Overlay Concept Plan, or as the same shall be approved by the City in

connection with the site plan approval for the improvements to be constructed on the Property, it being acknowledged and agreed that the PSLR Overlay Concept Plan and final site plan may be modified if approved by the City.

IX. The parties acknowledge that this Agreement contains terms and conditions that are binding on Developer.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Each and every provision, representation, term, condition, right, and obligation set forth in Recitations I-IX is binding upon the parties of this Agreement and is incorporated as a part of this Agreement.

   As provided in the PSLR Overlay District ordinance, including Section 3.1.27 and Section 3.21 of the City's Zoning Ordinance, no use of the Property shall be allowed except the uses shown on the PSLR Overlay Concept Plan for the operation of the Project. Site plan review for the development of the Property is required in accordance with the terms of the City's ordinances; provided, however, that minor modifications to the improvements to be constructed on the Property shall be permitted subject to the City's approval.

   Notwithstanding the foregoing, except for the deviations provided for in Paragraph 2 below, relating to specific ordinance deviations, Developer shall also comply with all requirements in the staff and consultant review letters, attached hereto and incorporated herein as Exhibit C ("Review Letters").

   In addition, Developer agrees:

   (1) Developer and its successors, assigns, and/or transferees shall at all times act in conformance with the PSLR Overlay Concept Plan and Conditions, all as described above and incorporated herein.

   (2) Developer and its successors, assigns, and/or transferees shall forbear from acting in a manner inconsistent with the PSLR Overlay Concept Plan and Conditions, incorporated herein.

   (3) Developer shall commence and complete all actions reasonably necessary to carry out the PSLR Overlay Concept Plan and all of the Conditions incorporated herein.

2. The following deviations and waivers from the standards of the City's Zoning Ordinance with respect to the Property are hereby authorized pursuant to Section 3.21 of the City's Zoning Ordinance and as shown on the PSLR Overlay Concept Plan or final approved site plan:

a. Deviation from Sec. 3.21.2.A.i to allow development to front on an approved private drive, which does not conform to the City standards with respect to required sixty-foot right-of-way, as the road was previously approved for the Villas at Stonebrook development, and because the shared access reduces the number of curb cuts on Wixom Road.

b. Deviation from Sec. 3.21.2.A.ii.d. to allow two buildings to be a minimum of 25 feet apart (minimum 30 feet required) as the remaining buildings are properly spaced, and the 5-foot deviation is relatively minor.

c. Deviation from Sec. 3.21.2.A.iii.c. to allow parking spaces to be within 8 feet of a building (15 feet minimum required), as they are no closer than the driveway parking permitted.

d. Deviation from Sec. 3.21.2.A.v to allow reduction of minimum percentage of active recreation areas (50% of open spaces required, approximately 32% provided), as the development proposes connection and improvements to Wildlife Woods Park, which contains connections to the Providence and the ITC tail systems, and providing additional active recreation would cause greater wetland and woodland impacts.

e. Deviation from Sec. 3.21.2.A.iii and Sec. 5.5.3 to allow absence of required landscaped berm along Wixom Road north of the emergency access drive due to resulting woodland impacts and there is no development proposed in that area. In addition, the berm south of the access drive is not long enough to provide undulation.

f. Deviation from Sec. 3.6.2.M to allow deficiencies in the required 25-foot wetland buffers north of Avalon Drive, with the condition that the developer install signage and plantings to prevent mowing and other disturbance.

g. Deviation from Sec. 5.5.3.B(10) to allow a deficiency in street trees along Wixom Road, as the existing utility easements and pathway do not provide room for them.

h. Deviation from Sec. 5.10.1.B.ii to allow a minor drive to exceed 600 feet. The anticipated traffic for 22 units is low and a major drive would require wider road width and not permit perpendicular visitor parking, and would be unnecessary for this small site and cause greater impacts to natural features.

i. Deviation from Sec. 4.04, Article IV, Appendix C-Subdivision ordinance of City Code of Ordinances for absence of a stub street required at 1,300 feet intervals along the property boundary to provide connection to the adjacent property, due to conflict with existing wetlands and woodlands.

j. Deviation from Design and Construction Standards to allow sidewalks to be placed adjacent to the curbed roadway, as to locate them further from the road would cause greater impacts to natural features, and traffic volume and speeds are low.

k. Deviation from Code of Ordinances, Section 11-256, to allow an absence of sidewalks in some areas north of Avalon Drive, as there are no buildings adjacent to those areas, and building the sidewalks would cause greater impacts to wetlands.

3. Each of the provisions, requirements, deviations/waivers, and conditions in this Agreement and the features and components provided in the PSLR Overlay Concept Plan meet the intent of the PSLR Overlay District, subject to the terms and conditions of this Agreement.

4. Developer shall develop the Property solely as a residential Project. Developer shall forbear from developing and/or using the Property, and from constructing any improvements, in any manner other than as authorized and/or limited by this Agreement and the approved site plan. Subject to the terms and conditions of this Agreement and the PSLR Overlay District provisions of the Zoning Ordinance, including Section 3.1.27 and Section 3.21 thereof, Developer shall develop the Property in accordance with all applicable laws, ordinances, and regulations of the City pertaining to such development required under the PSLR Overlay District, including all applicable height, area, and bulk requirements of the Zoning Ordinance as relates to the PSLR Overlay District, except as expressly authorized herein.

The City's approval of the Development is based on the following findings:

A. The PSLR Overlay Development Agreement and PSLR Overlay Concept Plan will result in a recognizable and substantial benefit to the ultimate users of the project and to the community:

    1. The applicant proposes a walking trail through a 0.92 acre area of woodland to be preserved, which meets the 10% site area requirement. Most of this nature trail will be publicly accessible from an entrance on Wixom Road. The pathway shall be completed prior to the issuance of the first temporary certificate of occupancy or final certificate of occupancy ("TCO") of the first building constructed in the Development and shall be open for the use by residents and the general public but shall be maintained by the Developer on an ongoing basis.

2. Benches will be provided in separate locations as enhancements of the common open spaces shown on the site.

3. Much of the property is wetland area to be preserved and wetland mitigation, with over 50% of the site to be placed in conservation easements.

4. Removal of invasive species, provision of native seeding and habitat structures for wildlife are proposed to enhance the natural features of the property.

5. The site would have a connection to Wildlife Woods Park, the extensive pathway system within Ascension Providence Park hospital campus to the east and ITC Trail.

6. The applicant also proposes to contribute to a list of improvements to the Wildlife Woods Park pavilion and restrooms as a benefit to the larger public.

B. In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed type and density of use(s) will not result in an unreasonable increase in the use of public services, facilities and utilities, and will not place an unreasonable burden upon the subject property, surrounding land, nearby property owners and occupants, or the natural environment.

1. The estimated number of daily vehicle trips is 132, which is less than the 750 trip threshold for a Traffic Study. Peak hour trips also do not reach the threshold of 100 trips (Estimated: 5 peak hour AM trips, 10 peak hour PM trips).

2. The proposed use is expected to have minimal impacts on the use of public services, facilities, and utilities over what the underlying zoning would allow.

3. The proposed concept plan impacts about 0.37 acres of existing 2.41 acres of wetlands and proposes removal of approximately 20 of the regulated woodland trees. The plan indicates appropriate mitigation measures will be provided and woodland replacement credits will be planted on-site to the extent practical.

C. In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed development will not cause a negative impact upon surrounding properties.

1. The proposed buildings are buffered by landscaping and preserved natural features.

2. The multi-family residential use is a reasonable transition from the two-family and one-family developments to the west, east and south and the commercial shopping center to the north.

D. The proposed development will be consistent with the goals and objectives of the City of Novi Master Plan, and will be consistent with the requirements of Section 3.1.27.

1. The proposed development could help provide for missing middle housing needs that are walkable to the commercial areas to the north, which is recommended in the City's Master Plan for Land Use.

2. The area was included in the PSLR overlay in the Master Plan and Zoning Map, which permits multiple-family uses as a special land use.

3. The proposed arrangement of buildings and site layout minimizes the impact on existing natural features.

The following Conditions shall apply to the Development and the Property:

A. Consistent with its representations at the Planning Commission and City Council meetings, the applicant shall work in good faith with the Villas at Stonebrook to enter into a reasonable private Maintenance Agreement with the Villas at Stonebrook that requires the applicant's property to share in maintenance costs for Stonebrook Drive, subject to City review but not its participation as a party. For purposes of this Condition and obligation of the applicant, the City acknowledges and agrees that the terms of applicant's proposed agreement to the Villas at Stonebrook as described at the March 23, 2026 Council meeting are considered to be a reasonable and good faith proposal that would satisfy applicant's obligations under this provision. In the event that the applicant is unable though no fault of its own to enter into an agreement on those or similar terms, the applicant may provide the City's Planner with documentation of the efforts made to finalize such an agreement and the City shall administratively determine whether the requirement to pursue the Agreement in good faith has been complied with or whether further efforts are required. In the event that the City determines that the applicant has made good faith efforts to enter into a reasonable Maintenance Agreement, consistent with the terms of applicant's

proposed agreement as described on March 23, 2026, but has failed to do so, the City shall release the applicant from any further obligations with respect to the Villas at Stonebrook and Stonebrook Drive for purposes of this Development and this Agreement. In all events, all efforts to comply with this condition of approval shall be undertaken prior to the issuance of the land improvement permit or recording of the master deed and bylaws, whichever comes first, within the Development.

B. A conservation easement shall be provided for the remaining woodland and wetland areas, woodland credit replacements, and wetland mitigation areas, to ensure permanent protection of these natural features (approximately 4.25 acres). Such easements shall also be reflected on the Master Deed for the property.

C. A public access easement shall be placed over a portion of the nature trail through the northern area of the property, west of the stormwater detention basin. Such easement shall also be reflected on the Master Deed for the property.

D. Wetland areas and buffers shall be enhanced with appropriate seeding and plant selection, placement of habitat structures, as well as invasive species removal, which will be shown and reviewed during site plan submittals.

E. Wetland and Woodland impacts shall be permitted by the Planning Commission during site plan review under the process and conditions of the Code of Ordinances.

F. Disturbance of the wetland buffer area shall be discouraged by the installation of appropriate landscaping and signage before the issuance of the first TCO in the Development.

G. The applicant shall provide funding to the Department of Parks, Recreation and Cultural Services to complete the improvements to Wildlife Woods Park pavilion and restrooms, as proposed in the applicant's letter dated November 17, 2025, in order to address potential impacts of use by residents of those facilities. The funding shall be submitted prior to the issuance of the first building permit.

H. Items noted in the Staff and Consultant review letters, except as otherwise noted in the Agreement, shall be addressed in the site plan process.

5. Developer acknowledges that, at the time of the execution of this Agreement, the Project has not yet obtained site plan, engineering, and other approvals required by ordinance or other regulation. Developer acknowledges that the Planning Commission and Engineering Division may impose additional conditions other than those contained in this Agreement during site plan reviews and approvals as authorized by law; provided, however, that such conditions shall not eliminate any development right authorized thereby. Such conditions shall be incorporated into and made a part of this Agreement, and shall be enforceable against Developer, in the event Developer proceeds with development of the Project.

6. In the event the Developer or its respective successors, assigns, and/or transferees attempt to proceed, or do proceed, with actions to complete any improvement of the Property, or any portion of it, in any manner other than for the development and operation of the Project, as shown on the PSLR Overlay Concept Plan, or to use the Property in any manner inconsistent with this Agreement, the City shall be authorized to revoke all outstanding building permits and any certificates of occupancy issued for such building and use on the Property. In addition, any material violation of the City's Code of Ordinances by Developer and/or any successor owners or occupants with respect to the Property shall be deemed a breach of this Agreement, as well as a violation of the City's Code of Ordinances. A breach of this Agreement shall constitute a nuisance *per se*, which shall be abated. Developer and the City therefore agree that, in the event of a breach of this Agreement by the Developer, in addition to any other relief to which it may be entitled at law or in equity, the City shall be entitled under this Agreement to relief in the form of specific performance and an order of the court requiring abatement of the nuisance *per se*. The rights in this Paragraph 5 are in addition to the legal and equitable rights that the City has by statute, ordinance, or other law. In the event of a breach under this Paragraph, the City shall notify Developer of the occurrence of the breach and shall provide the Developer with a reasonable period of time to cure any such default and Developer shall cure such default during such period; provided, however, that in no event shall the notice period be less than 30 days. Failure to comply with such notice shall, in addition to any other relief to which the City may be entitled in equity or at law, render Developer liable to the City in any suit for enforcement for actual costs incurred by the City including, but not limited to, reasonable attorneys' fees, expert witness fees and the like.

7. By execution of this Agreement, Developer acknowledges that it has acted in consideration of the City approving the proposed use on the Property, and Developer agrees to be bound by the provisions of this Agreement,

including the recitals and all exhibits attached hereto, which are incorporated by this reference and made a part of this Agreement.

8. Developer acknowledges and agrees that it has had the opportunity to have the PSLR Overlay Concept Plan and this Agreement reviewed by legal counsel. Developer has negotiated with City the terms of this Agreement and of the PSLR Overlay Concept Plan, and such documentation represents the product of the joint efforts and mutual agreements of Developer and City. Developer accepts and agrees to the final terms, conditions, requirements and obligations of the Agreement and the PSLR Overlay Concept Plan, and Developer shall not be permitted in the future to claim that the effect of the Agreement and PSLR Overlay Concept Plan results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of the Agreement and PSLR Overlay Concept Plan causes an inverse condemnation, other condemnation or taking of all or any portion of the Property. Developer and City agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of the State of Michigan and the United States of America. Developer has offered and agreed to proceed with the undertakings and obligations as set forth in this Agreement in order to protect the public health, safety, and welfare and provide material advantages and development options for Developer, all of which undertakings and obligations Developer and City agree are necessary in order to ensure public health, safety, and welfare, to ensure compatibility with adjacent uses of Property, to promote use of the Property in a socially, environmentally, and economically desirable manner, and to achieve other reasonable and legitimate objective of City and Developer, as authorized under applicable City ordinances and the Michigan Zoning Enabling Act, MCL 125.3101, *et seq*., as amended. It is further agreed and acknowledged that the terms, conditions, obligations, and requirements of this Agreement and the PSLR Overlay Concept Plan are clearly and substantially related to the burdens to be created by the development and use of the Property under the approved PSLR Overlay Concept Plan and this Agreement, and are, without exception, clearly and substantially related to City's legitimate interests in protecting the public health, safety and general welfare. Nothing in this paragraph however limits Developer right to seek enforcement of this Agreement for City's breach of any of its terms.

9. This Agreement and all of its covenants, restrictions, and conditions are made for the benefit of the Property and the community and shall run with the land described herein as the and bind the parties, their heirs, successors, and assigns. The Parties acknowledge that the Property is subject to changes in ownership and/or control at any time, but that heirs, successors, and

assigns shall take their interest subject to the terms of this Agreement. All references to the "Developer" in this Agreement shall also include all respective heirs, successors, and assigns of Developer, all future owners of any parcels or units or the condominium, including with respect to enforcement under Paragraph 6 above. This Agreement shall be recorded with the office of the Oakland County Register of Deeds as to all affected parcels, and the approval of the proposed use shall not become effective until such recording has occurred. Thereafter, any development of the Property shall be in accordance with this Agreement, the PSLR Overlay Concept Plan, and any approved site plans, unless an amendment to this Agreement is approved by the City pursuant to the Zoning Ordinance.

10. This Agreement has been duly authorized by all necessary action of the Developer and the City.

11. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided by law.

12. In the event that there is a failure in any material respect by the Developer to perform any obligations required by this Agreement, the City shall serve written notice thereof setting forth such default and shall provide the Developer, as applicable, with a reasonable period of time to cure any such default and Developer, as applicable, shall cure such default or take reasonable commercial steps to commence and pursue such a cure during such period; provided, however, in no event, shall the notice period be less than 30 days.

13. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.

14. This Agreement is intended as the complete integration of all understandings among the parties related to the subject matter herein. No prior contemporaneous addition, deletion, or other amendment shall have any force or affect whatsoever, unless embodied herein in writing. Except for additional conditions imposed as part of the development approval process, as described in Section 4 above, this Agreement may be amended only as provided in the PSLR Overlay District ordinance, Section 3.21 of the City’s Zoning Ordinance, including a writing signed by all parties to the Agreement.

15. The Zoning Board of Appeals shall have no jurisdiction over the Property or the application of this Agreement. Minor modifications to the PLSR Concept Plan may be made at the discretion of the Community Development Department, without the matter returning to the City Council. "Minor modifications" shall mean and include those modifications that would meet the requirements listed in Section 6.1 of the Zoning Ordinance for administrative review.

16. It is understood by Developer that construction of some of the improvements included in the PSLR Overlay Concept Plan may require the approval of other governmental agencies, and that failure to obtain such approvals does not invalidate this Agreement or the PSLR Overlay Concept Plan.

17. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the Developer and the City.

18. The parties intend that this Agreement shall create no third-party beneficiary interest.

19. Where there is a question with regard to applicable regulations for a particular aspect of the development of the Project, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of this Agreement or the PSLR Overlay Concept Plan that apply, the City, in the reasonable exercise of its discretion, shall determine the regulations of the City's Zoning Ordinance, as that Ordinance may have been amended, or other City Ordinances, that shall be applicable provided it finds that such determination is not inconsistent with the nature and intent of this Agreement. In the event of a conflict or inconsistency between the provisions of this Agreement and PSLR Overlay Concept Plan, the provisions of this Agreement shall govern and control. In the event of a conflict or inconsistency between the provisions of this Agreement and the PSLR Overlay Concept Plan on the one hand, and the applicable City ordinances on the other hand, the provisions of this Agreement and the PSLR Overlay Concept Plan shall govern and control.

21. This Agreement may be signed in counterparts.

[Signatures begin on following page]

THE UNDERSIGNED have executed this Agreement effective as of the day and year first written above.

AVALON INVESTMENT GROUP, LLC, a Michigan limited liability company

By: _____

_____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this, _____ day of _____, 2026, before me appeared _____, the _____ of AVALON INVESTMENT GROUP, LLC, a Michigan limited liability company, who states that he has signed this document of his own free will, duly authorized on behalf of AVALON INVESTMENT GROUP, LLC a Michigan limited liability company.

_____

Notary Public
Acting in _____,
County, Michigan
My Commission Expires: _____

[Signature continue on the following pages]

CITY OF NOVI, a Michigan
municipal corporation

By: _____

Justin Fischer, Mayor

By:_____
_

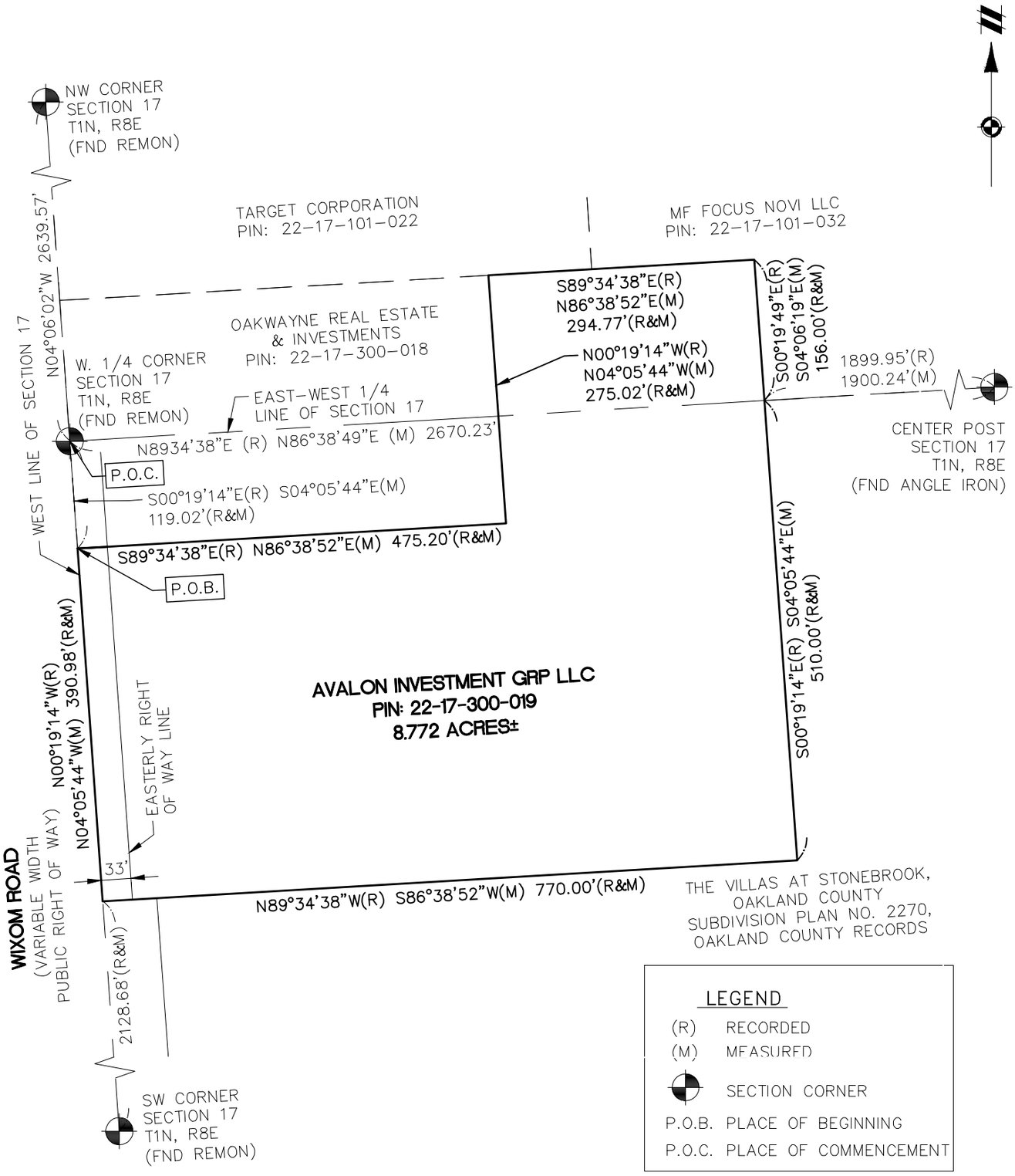
Cortney Hanson, Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this, _____ day of _____, 2026, before me appeared Justin Fischer, Mayor and Cortney Hanson, Clerk states that he/she has signed this document of his own free will, duly authorized on behalf of the City of Novi.

_____
Notary Public
Acting in _____,
County, Michigan
My Commission Expires: _____

EXHIBIT A: PROPERTY



TAX PARCEL NO.: 22-17-300-019

BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83), SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET. MEASURED BEARINGS AS SHOWN DIFFER FROM RECORD TITLE BEARINGS.

CLIENT
AVALON PARK DEVELOPMENT, LLC

SKETCH & DESCRIPTION OF AN 8.772 ACRE PARCEL LOCATED IN

SECTION 17, TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE:
1 INCH = 150 FEET
0 75 150

JOB: 20004113	CAD EX-01
DR. SW	CH. JB
BOOK NA	PG. NA
SHEET 1 OF 2	DATE: 4/20/2026
FILE CODE: EX-01 BOUNDARY	

ATWELL
866.850.4200 www.atwell-group.com
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
248.447.2000

DESCRIPTION OF TAX PARCEL 50-22-17-300-019 PER PROPERTY STATUS REPORT BY VANGUARD TITLE COMPANY, REFERENCE NO.: VGA303463, CERTIFIED TO: SEPTEMBER 8, 2021:

LAND SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 17; THENCE SOUTH 00 DEGREES 19 MINUTES 14 SECONDS EAST, 119.02 FEET ALONG THE WEST LINE OF SAID SECTION 17 AND THE CENTERLINE OF WIXOM ROAD TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 34 MINUTES 38 SECONDS EAST 475.20 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 14 SECONDS WEST 275.02 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 38 SECONDS EAST 294.77 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 49 SECONDS EAST, 156.00 FEET TO THE EAST AND WEST 1/4 LINE OF SAID SECTION 17, (SAID POINT BEING NORTH 89 DEGREES 34 MINUTES 38 SECONDS WEST, 1899.95 FEET FROM THE CENTER OF SAID SECTION 17); THENCE SOUTH 00 DEGREES 19 MINUTES 14 SECONDS EAST, 510.00 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 38 SECONDS WEST, 770.00 FEET TO THE WEST LINE OF SAID SECTION 17 AND THE CENTERLINE OF SAID WIXOM ROAD. (SAID POINT BEING NORTH 00 DEGREES 19 MINUTES 14 SECONDS WEST, 2128.71 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 17); THENCE NORTH 00 DEGREES 19 MINUTES 14 SECONDS WEST, 390.98 FEET ALONG THE WEST LINE OF SAID SECTION 17 AND THE CENTERLINE OF SAID WIXOM ROAD TO THE POINT OF BEGINNING.

TAX PARCEL NO.: 22-17-300-019

BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83), SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET. MEASURED BEARINGS AS SHOWN DIFFER FROM RECORD TITLE BEARINGS.

CLIENT
AVALON PARK DEVELOPMENT, LLC

SKETCH & DESCRIPTION
OF AN 8.772 ACRE
PARCEL LOCATED IN

SECTION 17, TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

JOB: 20004113	CAD EX-01
DR. SW	CH. JB
BOOK NA	PG. NA
SHEET 2 OF 2	DATE: 4/20/2026
FILE CODE: EX-01 BOUNDARY	

ATWELL
866.850.4200 www.atwell-group.com
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
248.447.2000

EXHIBIT B: PSLR CONCEPT PLAN

CAMELOT PARC TOWNHOMES

A PLANNED SUBURBAN LOW-RISE (PSLR) OVERLAY RESIDENTIAL COMMUNITY
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN
PSLR OVERLAY PRELIMINARY PLAN

DEVELOPMENT TEAM

DEVELOPER / APPLICANT
AVALON PARK DEVELOPMENT, LLC
1137 PRESCOTT DR.
ROCHESTER HILLS, MI 48303
CONTACT: ASHOK GUDI
PHONE: (248) 890-5897
EMAIL: GUDIASHOK@GMAIL.COM

CIVIL ENGINEER
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MICHIGAN 48076
CONTACT: JARED KIME, PE
PHONE: (248) 447-2000
EMAIL: JKIME@ATWELL.COM

LANDSCAPE ARCHITECT
ALLEN DESIGN
557 CARPENTER
NORTHVILLE, MI 48167
PHONE: (248) 467-4668
CONTACT: JIM ALLEN

PROPOSED PSLR OVERLAY DEVIATIONS

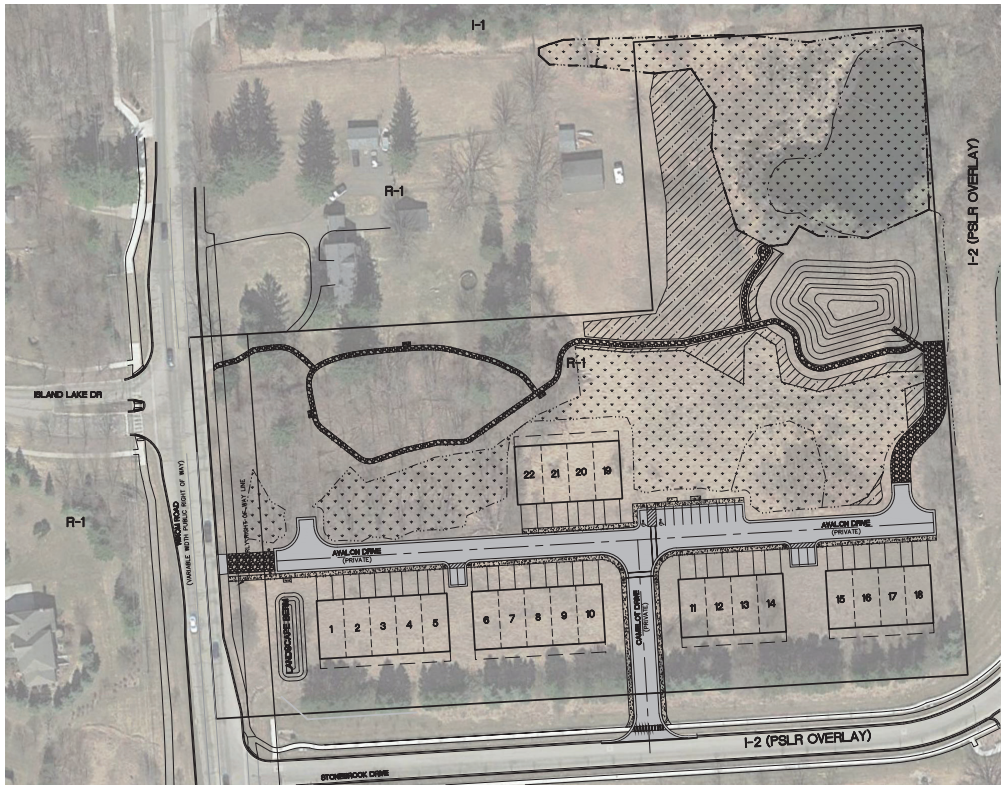
1. TO ALLOW DEVELOPMENT TO FRONT ON APPROVED PRIVATE ROADWAY, WHICH DOES NOT CONFORM TO THE CITY STANDARDS WITH RESPECT TO 60' ROW, AS THE ROAD WAS PREVIOUSLY APPROVED FOR THE VILLAS AT STONEBROOK DEVELOPMENT WITH PLANNED ACCESS TO THE DEVELOPMENT PARCEL TO REDUCE THE NUMBER OF CURB CUTS ON WIXOM ROAD. ALSO NO SECONDARY ACCESS STREET IS BEING PROVIDED TO ANY ADJACENT PROPERTY. (SEC. 3.21.2.A.I).
2. A WAIVER TO THE REQUIREMENT OF A STUB STREET TO THE PROPERTY BOUNDARY AT INTERVALS NOT TO EXCEED 1,300-FEET ALONG THE PERIMETER. NO SECONDARY ACCESS STREET IS BEING PROVIDED (ZO SEC. 4.04).
3. REDUCTION IN REQUIRED PARKING DISTANCE FROM THE BUILDINGS (15 FEET REQUIRED) FROM THE FACADE DOWN TO 8 FEET DIAGONALLY FROM UNITS 5/6 AND 11 FEET DIAGONALLY FROM UNITS 14, 15, & 19 (SEC. 3.21.2.A.III.C).
4. A WAIVER FOR THE REQUIREMENT OF ACTIVE RECREATION AREAS SHALL COMPRISE AT LEAST 50% OF THE OPEN SPACE PROVIDED (SEC 3.21.2.A.V).
5. A WAIVER FOR THE REQUIREMENT OF ALL BUILDINGS, PARKING LOTS AND LOADING AREAS TO BE SEPARATED FROM SECTION LINE ROAD RIGHTS-OF-WAY BY A 50 FT. LANDSCAPE BUFFER CONTAINING AN UNDULATING 3-5 FT. TALL, LANDSCAPED BERM FOR THE AREA NORTH OF THE EMERGENCY ACCESS DRIVE (SEC. 3.21.2.A.III AND SEC. 5.5.3).
6. A WAIVER FOR THE LANDSCAPE REQUIREMENTS ALONG WIXOM ROAD AND STONEBROOK DRIVE OF 1 DECIDUOUS CANOPY OR EVERGREEN TREE PER 40 LF, 1 DECIDUOUS SUB-CANOPY TREE PER 25 LF, AND 1 DECIDUOUS CANOPY TREE PER 35 LF BETWEEN THE AREA OF THE SIDEWALK AND CURB. AFTER PRESERVING THE EXISTING TREES AND VEGETATION IN THESE AREAS AND HAVING SEPARATION FROM EXISTING UTILITIES THE REQUIREMENT CAN NOT BE MET. (SEC. 5.5.3.B.ii)
7. A WAIVER TO ALLOW THE TWO WESTERN-MOST BUILDINGS TO BE 25-FEET APART IN LIEU OF THE REQUIRED MINIMUM 30-FEET. (SEC. 3.21.2.A.ii)
8. A WAIVER TO THE REQUIREMENT FOR MINOR DRIVES ARE NOT TO EXCEED 600-FEET. (SEC. 5.10.1.B.ii)
9. A WAIVER TO ALLOW SIDEWALKS TO BE AT THE BACK OF CURB IN LIEU OF THE REQUIREMENT FOR THE OUTSIDE EDGE OF THE SIDEWALK IS A MINIMUM OF 15-FEET FROM BACK OF CURB. (DESIGN & CONSTRUCTION STANDARDS)
10. A WAIVER TO ALLOW SIDEWALKS TO BE ONLY ON PART OF THE NORTH SIDE OF AVALON DRIVE IN LIEU OF THE REQUIREMENT TO HAVE 5-FOOT SIDEWALKS ON BOTH SIDES OF PRIVATE ROADWAYS. (CO. SEC. 11-256)
11. A WAIVER TO THE 25-FOOT WETLAND BUFFER NORTH OF AVALON DRIVE. (SEC. 3.6.2.M)
12. A WAIVER TO ALLOW 0.04 ACRES OF WETLAND MITIGATION TO BE CONSTRUCTED OFF-SITE WITHIN THE CITY (DIVISION 2 SECTION 12-176a)

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE CITY OF NOVI'S CURRENT STANDARDS AND SPECIFICATIONS, UNLESS OTHERWISE APPROVED IN THE DEVOLPMENT AGREEMENT.
2. THE CONTRACTOR MUST OBTAIN A PERMIT FROM THE CITY OF NOVI FOR ANY WORK WITHIN THE WIXOM ROAD RIGHT-OF-WAY.
3. ALL PAVEMENT MARKINGS, TRAFFIC CONTROL SIGNS, AND PARKING SIGNS SHALL COMPLY WITH THE DESIGN AND PLACEMENT REQUIREMENTS OF THE 2011 MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
4. EMERGENCY ACCESS LOCATION TO BE USED AS CONSTRUCTION ENTRANCE.

FIRE DEPARTMENT NOTES

1. ALL FIRE HYDRANTS AND WATER MAINS SHALL BE INSTALLED AND IN SERVICE PRIOR TO ABOVE FOUNDATION BUILDING CONSTRUCTION AS EACH PHASE IS BUILT.
2. ALL ROADS SHALL BE PAVED AND CAPABLE OF SUPPORTING 35 TONS PRIOR TO CONSTRUCTION ABOVE FOUNDATION.
3. BUILDING ADDRESSES SHALL BE POSTED FACING THE STREET DURING ALL PHASES OF CONSTRUCTION. ADDRESSES SHALL BE A MINIMUM OF THREE INCHES IN HEIGHT ON A CONTRASTING BACKGROUND.
4. PROVIDE 4"-6" DIAMETER OF CONCRETE FILLED STEEL POST 48" ABOVE FINISH GRADE AT EACH HYDRANT AS REQUIRED.
5. FIRE LANES SHALL BE POSTED WITH "FIRE LANE - NO PARKING" SIGNS IN ACCORDANCE WITH ORDINANCE #85.99.02.



OVERALL DEVELOPMENT MAP

SCALE 1"=60'

PROJECT NARRATIVE

CAMELOT PARC TOWNHOMES IS A RESIDENTIAL DEVELOPMENT FEATURING 22 TWO-STORY TOWNHOMES LOCATED ON 8.78 ACRES ON THE EAST SIDE OF WIXOM ROAD BETWEEN WEST 11 MILE ROAD AND GRAND RIVER AVENUE. THE SITE IS CURRENTLY VACANT WITH BOTH WETLAND AND WOODLAND PRESENT. A BERM WAS BUILT ALONG THE SOUTH SIDE TO SCREEN FROM THE PREVIOUS DRIVEWAY FOR AN INDUSTRIAL USE TO THE EAST THAT HAS SINCE BEEN REPLACED WITH A RESIDENTIAL DEVELOPMENT. THE NORTHERN PORTION OF THE SITE CONTAINS AN EXISTING SHED AND A POND WITHIN ONE OF THE WETLANDS.

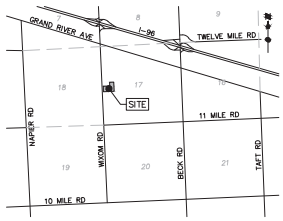
WHILE THE CURRENT ZONING AND FUTURE LAND USE DESIGNATION IS R1, THE PARCEL HAS AN EXISTING PSLR OVERLAY ASSOCIATED WITH IT. THIS OVERLAY ALLOWS FOR LOW-RISE MULTI- FAMILY RESIDENTIAL AS A SPECIAL LAND USE. RESIDENTIAL DEVELOPMENTS ARE LOCATED TO THE EAST (STONEBROOK) AND TO THE WEST (ISLAND LAKE).

WITH 2.87 ACRES OF OPEN SPACE, THE DEVELOPMENT CONTAINS A WALKING PATH THAT EMBRACES A PARK LIKE SETTING. THE DEVELOPMENT WILL BE SERVICED BY PUBLIC UTILITIES AND AN ENTRANCE TO STONEBROOK DRIVE (PRIVATE). THERE IS AN EXISTING ACCESS EASEMENT FOR THIS PARCEL FROM STONEBROOK DRIVE.

THIS PROPOSED PSLR OVERLAY DEVELOPMENT OFFERS THE FOLLOWING COMMUNITY BENEFITS:

- 2.87 ACRES OF OPEN SPACE CONTIGUOUS TO SURROUNDING AREA
- WALKING PATHS AND PARK FEATURES
- LOWER DENSITY THAN ALLOWABLE
- NO NEW CURB CUTS ON WIXOM ROAD

STATE OF MICHIGAN
JARED M. KIME
ENGINEER
No. 57644
LICENSED PROFESSIONAL ENGINEER



VICINITY MAP
NOT TO SCALE

SHEET INDEX

Sheet Number	Sheet Title
1	COVER SHEET
2	EXISTING CONDITIONS
3	REMOVAL PLANS
4	LAYOUT PLAN
5	UTILITY PLAN
6	STORM WATER MANAGEMENT AND GRADING PLAN
7	WETLAND MITIGATION PLAN
8	PRESERVATION AREA PLAN & HABITAT ENHANCEMENTS
9	FIRE PROTECTION PLAN
10	DETAIL SHEET
11	TREE LIST
12	CAMELOT PARC SHARED MAINTENANCE PLANS
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1 OF 12	FIRST FLOOR PLANS
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4 OF 12	3 PLEX - FRONT ELEVATION CONCEPT
5 OF 12	3 PLEX - REAR ELEVATION CONCEPT
6 OF 12	3 PLEX - RIGHT ELEVATION CONCEPT
7 OF 12	4 PLEX - FRONT ELEVATION CONCEPT
8 OF 12	4 PLEX - REAR ELEVATION CONCEPT
9 OF 12	4 PLEX - RIGHT ELEVATION CONCEPT
10 OF 12	5 PLEX - FRONT ELEVATION CONCEPT
11 OF 12	5 PLEX - REAR ELEVATION CONCEPT
12 OF 12	5 PLEX - RIGHT ELEVATION CONCEPT

SITE DATA

GROSS SITE AREA	8.78 AC
R.O.W. AREA	0.54 AC
NET SITE AREA	8.24 AC
WETLANDS AREA (PRESERVED)	2.22 AC
WETLAND AREA (MITIGATION)	0.61 AC
PERSEVERATION AREA	4.25 AC (51.6%)
GENERAL COMMON AREA (GREEN SPACE)	1.92 AC (23.4%)
LIMITED COMMON PRIVATE OPEN SPACE	0.14 AC (1.7%)
DEVELOPED AREA (BUILDINGS, ROADS, DRIVEWAYS, ETC)	1.93 AC (23.3%)
TOTAL	8.24 AC (100%)
ZONING:	
EXISTING	R-1
PROPOSED	R-1 WITH PSLR OVERLAY
PROPOSED UNITS	22 UNITS (5 BUILDINGS)
BUILDING SIZES	59.5' x 133.8' (5 UNITS) - 2 7,961 SF* 59.5' x 107.2' (4 UNITS) - 3 6,378 SF*
*BUILDING SF BASED ON FIRST STORY FOOTPRINT	
BUILDING LOT COVERAGE	9.17%
ALLOWABLE UNIT DENSITY	6.5 DU/ACRE
DENSITY - PROPOSED (GROSS)	2.5 DU/ACRE
DENSITY - PROPOSED (NET)	2.7 DU/ACRE
SETBACKS:	
FRONT:	30' (50' LANDSCAPE)
REAR:	30'
SIDE:	30'
PARKING REQUIRED (2 PER UNIT):	44 SPACES
PARKING PROVIDED:	104 SPACES 4 PER UNIT + 16 SURFACE SPACES

JSP25-0002

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SECTION 17
TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

AVALON PARK DEVELOPMENT, LLC
CAMELOT PARC TOWNHOMES
PSLR OVERLAY CONCEPT PLAN
COVER SHEET

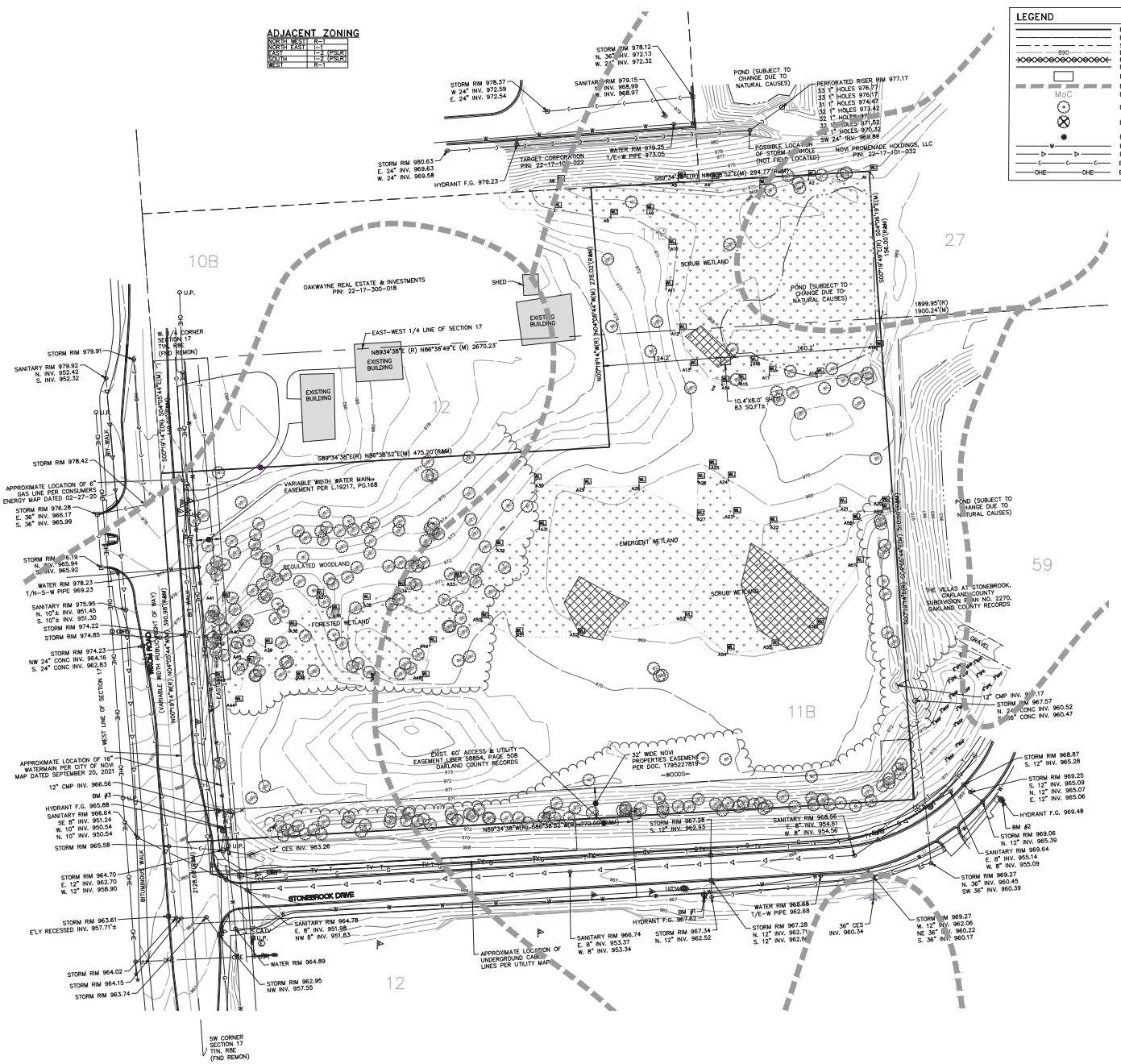
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SOIL LEGEND

SYMBOL	NAME	SLOPE	HSG
11B	CAPAC SANDY LOAM	0–4%	C
10B	MARLETTE SANDY LOAM	1–6%	B
12	BROOKSTON & COLWOOD LOAMS		D/B
27	HOUGHTON & ADRIAN MUCKS		D/A
59	URBAN LAND		NA

WETLAND NOTES

1. WETLAND DELINEATION PERFORMED ON APRIL 30, 2025 BY ASTI. REFER TO THE WETLAND DELINEATION AND JURISDICTIONAL ASSESSMENT REPORT DATED MAY 2, 2025.
2. REMOVE ALL PHRAGMITES OR JAPANESE KNOTWEED IN ALL WETLAND AREA.
3. JAPANESE KNOTWEED WAS NOT OBSERVED DURING INVASIVE SPECIES ASSESSMENT.

SURVEY NOTES

1. BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83), SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET. MEASURED BEARINGS AS SHOWN DIFFER FROM RECORD TITLE BEARINGS. VERTICAL DATUM IS BASED ON NAVD88.
2. THE SITE SHOWN HEREON IS LOCATED WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) ACCORDING TO MAP NUMBER 26125C0060F OF THE FLOOD INSURANCE RATE MAP, EFFECTIVE DATE SEPTEMBER 29, 2006.
3. WATER MAIN, STORM SEWER, SANITARY SEWER AND FRANCHISE UTILITY STRUCTURES HAVE BEEN FIELD LOCATED WHERE VISIBLE. UTILITY AND AS–BUILT MAPS HAVE BEEN REQUESTED AND SOME MAPS HAVE BEEN RECEIVED AT DATE OF THIS SURVEY. FRANCHISE UTILITY MAPS HAVE BEEN REQUESTED FROM THE APPROPRIATE FRANCHISE COMPANIES, BUT NOT ALL MAPS HAVE BEEN RECEIVED AT DATE OF SURVEY.

   NOTE: THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN–SERVICE OR ABANDONED.

   NOTE TO THE CLIENT – SOURCE INFORMATION FROM PLANS AND MARKINGS WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.
4. THERE WERE NO PARKING STALLS OBSERVED AT THE DATE OF THE FIELD WORK.
5. NO PARTY WALLS WERE DESIGNATED BY THE CLIENT OR OBSERVED AT THE DATE OF THE FIELD WORK.
6. THE SUBJECT PROPERTY IS LOCATED 2100'± NORTH OF THE INTERSECTION OF WIXOM ROAD AND 11 MILE ROAD, ON WIXOM ROAD.
7. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
8. THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
9. TREE PROTECTION FENCE TO EXTEND TO DRIPLINE OF TREES TO BE PROTECTED.

LEGAL DESCRIPTION AS SURVEYED

DESCRIPTION OF TAX PARCEL 50–22–17–300–019 PER PROPERTY STATUS REPORT BY VANGUARD TITLE COMPANY, REFERENCE NO.: VGA303463, CERTIFIED TO: SEPTEMBER 8, 2021:

LAND SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 17; THENCE SOUTH 00 DEGREES 19 MINUTES 14 SECONDS EAST, 119.02 FEET ALONG THE WEST LINE OF SAID SECTION 17 AND THE CENTERLINE OF WIXOM ROAD TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 34 MINUTES 38 SECONDS EAST 475.20 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 14 SECONDS WEST 275.02 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 38 SECONDS EAST 294.77 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 49 SECONDS EAST, 156.00 FEET TO THE EAST AND WEST 1/4 LINE OF SAID SECTION 17, (SAID POINT BEING NORTH 89 DEGREES 34 MINUTES 38 SECONDS WEST, 1899.95 FEET FROM THE CENTER OF SAID SECTION 17); THENCE SOUTH 00 DEGREES 19 MINUTES 14 SECONDS EAST, 510.00 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 38 SECONDS WEST, 770.00 FEET TO THE WEST LINE OF SAID SECTION 17 AND THE CENTERLINE OF SAID WIXOM ROAD. (SAID POINT BEING NORTH 00 DEGREES 19 MINUTES 14 SECONDS WEST, 2128.71 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 17); THENCE NORTH 00 DEGREES 19 MINUTES 14 SECONDS WEST, 390.98 FEET ALONG THE WEST LINE OF SAID SECTION 17 AND THE CENTERLINE OF SAID WIXOM ROAD TO THE POINT OF BEGINNING.

CITY OF NOVI REFERENCE BENCHMARK:

BENCHMARK ID 1733: "X" ON NORTH NORTHWEST FLANGE BOLT OF FIRE HYDRANT ELEVATION: 960.59 (NAVD88)

SITE BENCHMARKS:

BENCHMARK #1: ARROW ON FIRE HYDRANT ELEVATION: 969.70 (NAVD88)

BENCHMARK #2: ARROW ON FIRE HYDRANT ELEVATION: 971.45 (NAVD88)

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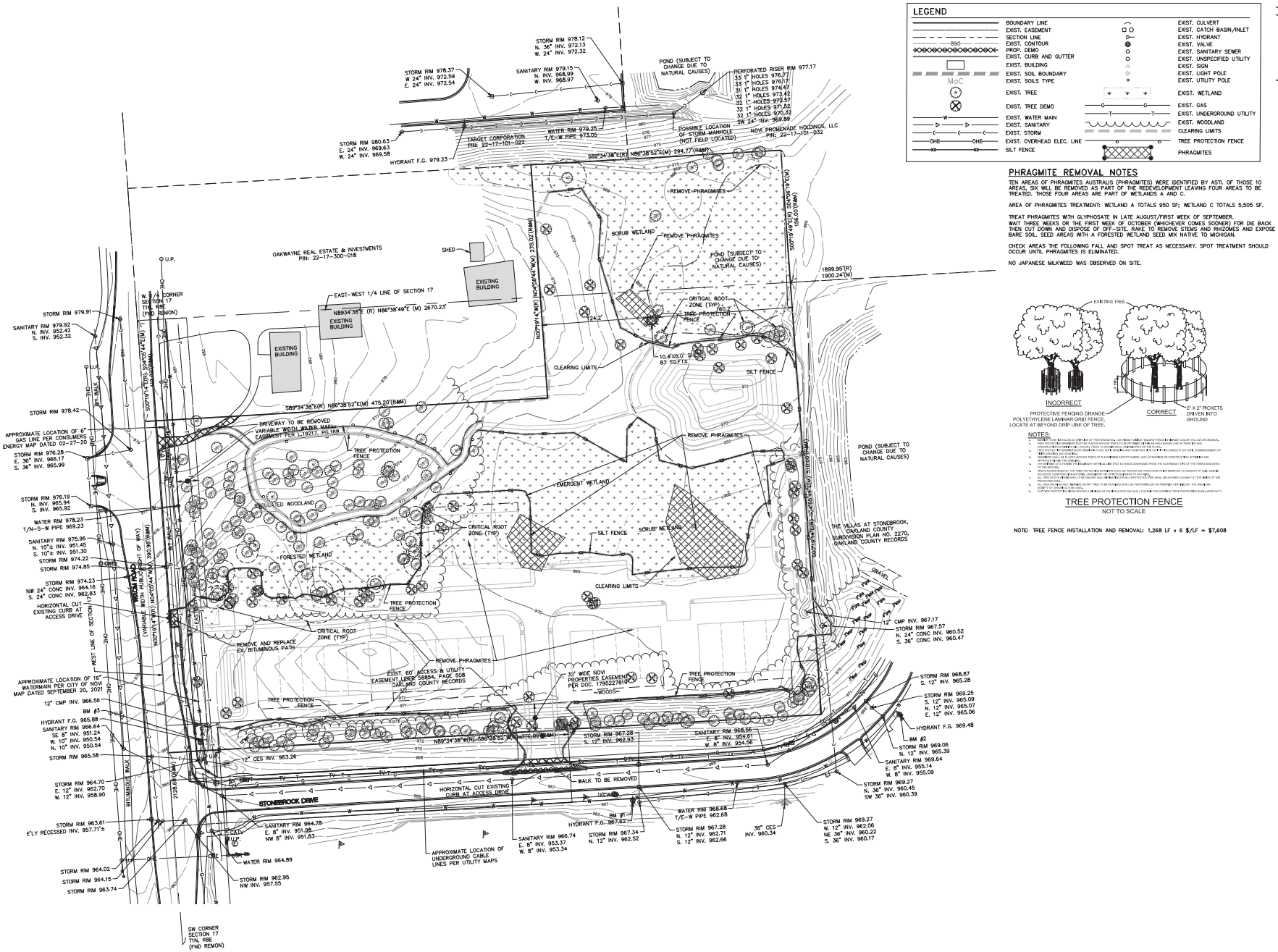
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PHRAGMITE REMOVAL NOTES

TEN AREAS OF PHRAGMITES AUSTRALIS (PHRAGMITES) WERE IDENTIFIED BY ASTI. OF THOSE 10 AREAS, SIX WILL BE REMOVED AS PART OF THE REDEVELOPMENT LEAVING FOUR AREAS TO BE TREATED. THOSE FOUR AREAS ARE PART OF WETLANDS A AND C.

AREA OF PHRAGMITES TREATMENT: WETLAND A TOTALS 950 SF; WETLAND C TOTALS 5,505 SF.

TREAT PHRAGMITES WITH GLYPHOSATE IN LATE AUGUST/FIRST WEEK OF SEPTEMBER. WAIT THREE WEEKS OR THE FIRST WEEK OF OCTOBER (WHICHEVER COMES SOONER) FOR DIE BACK. THEN CUT DOWN AND DISPOSE OF OFF-SITE. RAKE TO REMOVE STEMS AND RHIZOMES AND EXPOSE BARE SOIL. SEED AREAS WITH A FORESTED WETLAND SEED MIX NATIVE TO MICHIGAN.

CHECK AREAS THE FOLLOWING FALL AND SPOT TREAT AS NECESSARY. SPOT TREATMENT SHOULD OCCUR UNTIL PHRAGMITES IS ELIMINATED.

NO JAPANESE MILKWEED WAS OBSERVED ON SITE.

NOTES:

1. INSTALLATION OF SILT FENCE AND TREE PROTECTION FENCE SHALL BE COMPLETED PRIOR TO ANY EARTH CHANGE ACTIVITIES ON THE SITE.
2. TREE PROTECTION FENCE SHALL BE PLACED AROUND TREES TO BE PRESERVED AT THE DRIP LINE OR AS SHOWN ON THE PLANS.
3. TREE PROTECTION FENCE SHALL BE ERECTED PRIOR TO ANY GRADING OR CONSTRUCTION ACTIVITY TO AVOID COMPACTION OF THE ROOT ZONE.
4. NO PARKING, MATERIAL OR EQUIPMENT STORAGE OR GRADING SHALL BE ALLOWED WITHIN THE PROTECTED ZONE.
5. TREE PROTECTION FENCE SHALL BE MAINTAINED IN GOOD CONDITION AS DETERMINED BY THE CITY OF NOVI FORESTER UNTIL THE CERTIFICATE OF OCCUPANCY IS ISSUED, OR UNTIL REMOVAL IS APPROVED BY THE CITY OF NOVI FORESTER.
6. THE DRIP LINE OF A TREE IS DEFINED AS A VERTICAL LINE THAT EXTENDS DOWNWARD FROM THE OUTERMOST TIPS OF THE TREE'S BRANCHES TO THE GROUND.
7. WHERE SIGNS INDICATE THE TREE PROTECTION FENCE SHALL BE POSTED NO PARKING, PLACEMENT OF SOIL, DUMPING OR STORAGE OF EQUIPMENT OR MATERIALS WITHIN THE FENCED AREA.
8. ALL TREE PROTECTION FENCING TO BE CHECKED AND MAINTAINED BY THE CONTRACTOR ON A WEEKLY BASIS AT THE LIMITS OF THE PROTECTION ZONE.
9. ALL TREE REMOVAL AND TRIMMING OPERATIONS TO BE SUPERVISED BY AN ARBORIST CERTIFIED BY THE AMERICAN SOCIETY OF ARBORICULTURE (ISA).
10. DUTCH ELM DISEASE INFECTED ELM WOOD IS NOT ALLOWED TO BE STORED ON SITE. ALL ELM WOOD MUST BE CHIPPED IMMEDIATELY.

TREE PROTECTION FENCE
NOT TO SCALE

NOTE: TREE FENCE INSTALLATION AND REMOVAL: 1,268 LF x 6 $/LF = $7,608

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PSLR OVERLAY CONCEPT PLAN
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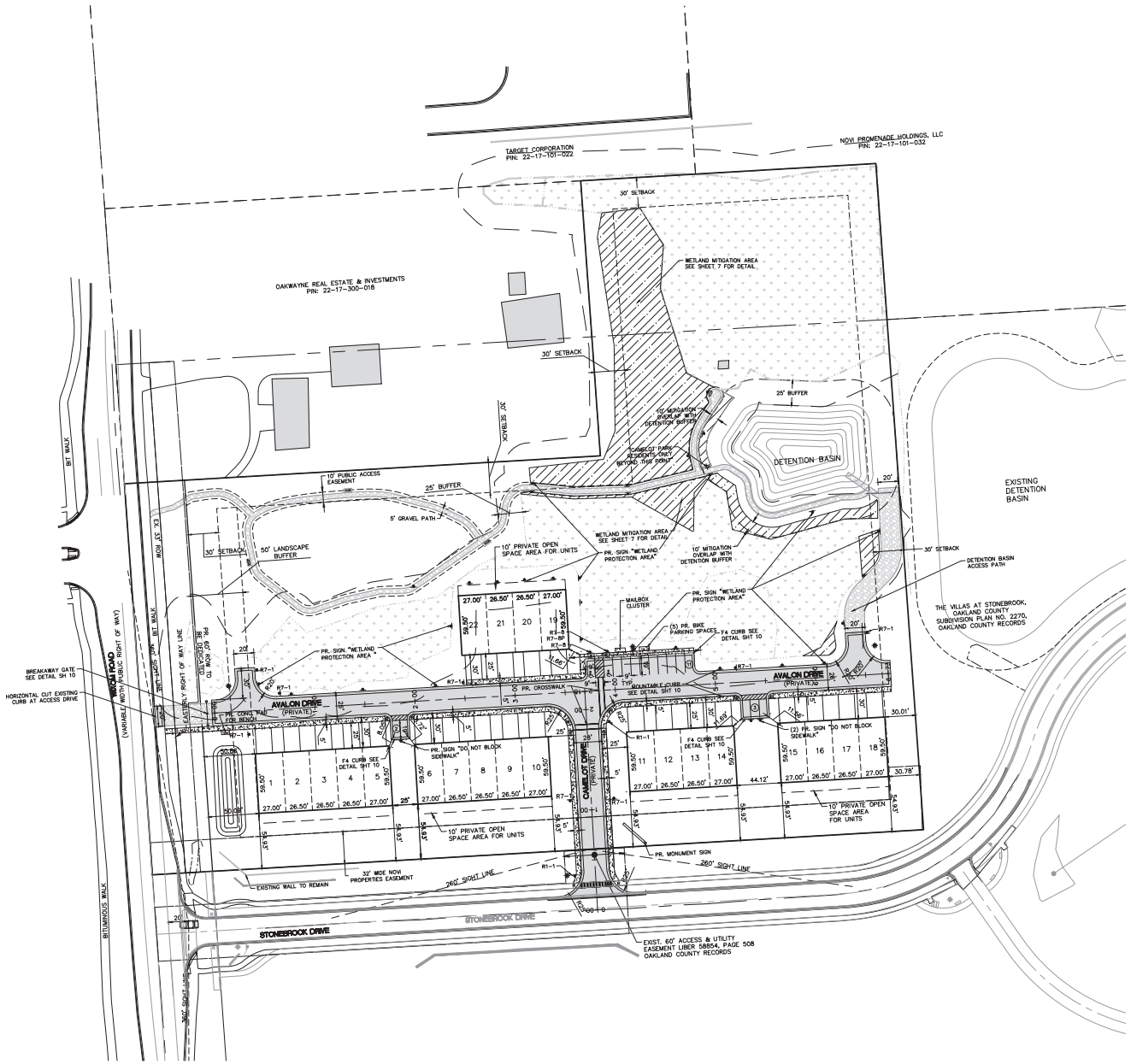
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LEGEND

- BOUNDARY LINE
- EXIST. EASEMENT
- SECTION LINE
- EXISTING RIGHT OF WAY
- EXIST. CURB AND GUTTER
- EXIST. WETLAND BUFFER
- PROP. SETBACK
- PROP. BUILDING
- PROP. BACK OF CURB
- EXIST. WETLAND
- PROP. CONCRETE WALK
- PROP. ASPH.
- PROP. GRAVEL PATH
- R — PROP. SIDEWALK RAMP
- PROP. LIGHT POLE

WETLAND PROTECTION | WALK SIGN | R1-1 | R7-1 | R7-8 | R7-8P

SIGNAGE NOTES

1. SIGNS 12" X 18" OR SMALLER IN SIZE SHALL BE MOUNTED ON A GALVANIZED 2 LB. U-CHANNEL POST
2. SIGNS GREATER THAN 12" X 18" SHALL BE MOUNTED ON A GALVANIZED 3 LB. OR GREATER U-CHANNEL POST
3. SIGN BOTTOM HEIGHT OF 7' FROM FINAL GRADE
4. SIGNING SHALL BE PLACED 2' FROM THE FACE OF THE CURB OR EDGE OF THE NEAREST SIDEWALK TO THE NEAR EDGE OF THE SIGN
5. FHWA STANDARD ALPHABET SERIES USED FOR ALL SIGN LANGUAGE
6. HIGH-INTENSITY PRISMATIC (HIP) SHEETING TO MEET FHWA RETRO-REFLECTIVITY

SIGN QUANTITIES

SIGN TYPE	SIGN SIZE	QUANTITY
R1-1	30"x30"	2
R7-1	18"x12"	8
R7-8	18"x12"	2
R7-8P	6"x12"	1
WALK SIGN	18"x12"	3
WETLAND	18"x12"	32

LAYOUT NOTES

1. THE PROPOSED DEVELOPMENT IS PLANNED TO BE DEVELOPED USING THE CITY'S PLANNED SUBURBAN LOW-RISE (PSLR) OVERLAY DEVELOPMENT OPTION, UNDER OVERLAY SPECIAL USE APPROVAL ALLOWING FOR "LOW-RISE MULTIPLE-FAMILY" RESIDENTIAL USES.
2. THE PURPOSE OF THIS CONCEPT PLAN SUBMITTAL IS FOR PRELIMINARY ZONING REVIEW WITH THE CITY. IN ACCORDANCE WITH THE EXISTING PSLR OVERLAY.
3. SITE ACCESS WILL BE VIA PRIVATE ENTRANCE AND PARKING LOT. THE PROPOSED CONNECTION WILL BE COORDINATED WITH THE CITY OF NOVI.
4. ALL SIDEWALKS AND SIDEWALK RAMPS WILL BE ADA COMPLIANT.
5. SEE SHEET 10 FOR T-TURN AROUND DETAIL.
6. THE DEVELOPMENT IS PROPOSED TO BE SERVED BY PUBLIC SEWER AND WATER. THE LOCATIONS OF THE EXISTING WATER AND SEWER AS SHOWN ARE APPROXIMATE. FIRE PROTECTION IN ACCORDANCE WITH CITY OF NOVI STANDARDS WILL BE DEPICTED ON SUBSEQUENT SUBMITTALS.
7. STORM WATER MANAGEMENT IS PROPOSED TO BE ADDRESSED THROUGH THE CONSTRUCTION OF A DETENTION BASIN AS SHOWN. REFER TO THE GRADING AND DETAILS SHEET FOR CONCEPTUAL SIZING CALCULATIONS. THE STORM WATER OUTLET IS CURRENTLY PLANNED TO BE DETAINED FOR THE 100-YEAR EVENT ON-SITE AND THEN DIRECTED TO THE REGIONAL DETENTION BASIN TO THE SOUTH.
8. THIS PROJECT IS TO BE COMPLETED IN A SINGLE PHASE.
9. EMERGENCY ACCESS GATE IS TO BE INSTALLED AND CLOSED PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY
10. THE DEVELOPMENT IS PROPOSED TO BE SERVICED BY INDIVIDUAL RESIDENTIAL WASTE MANAGEMENT SERVICE.
11. ALL UNITS WILL HAVE CARRIAGE LIGHTS MOUNTED OUTSIDE OF GARAGES FOR LIGHTING. LIGHT POLES ARE PROPOSED AT EACH TURNAROUND AREA, THE CENTRAL MAILBOX PARKING AREA, AND A CITY LIGHT POLE AT THE ENTRANCE LOCATION ON STONEBROOK DRIVE.
12. ALL UNITS ARE PROPOSED TO HAVE BASEMENTS.
13. ALL UNITS WILL HAVE A 10' DEEP AREA BEHIND THE UNIT FOR PRIVATE OUTDOOR RECREATION TO ACT AS AN EXTENSION OF THE REAR COVERED PATIO.

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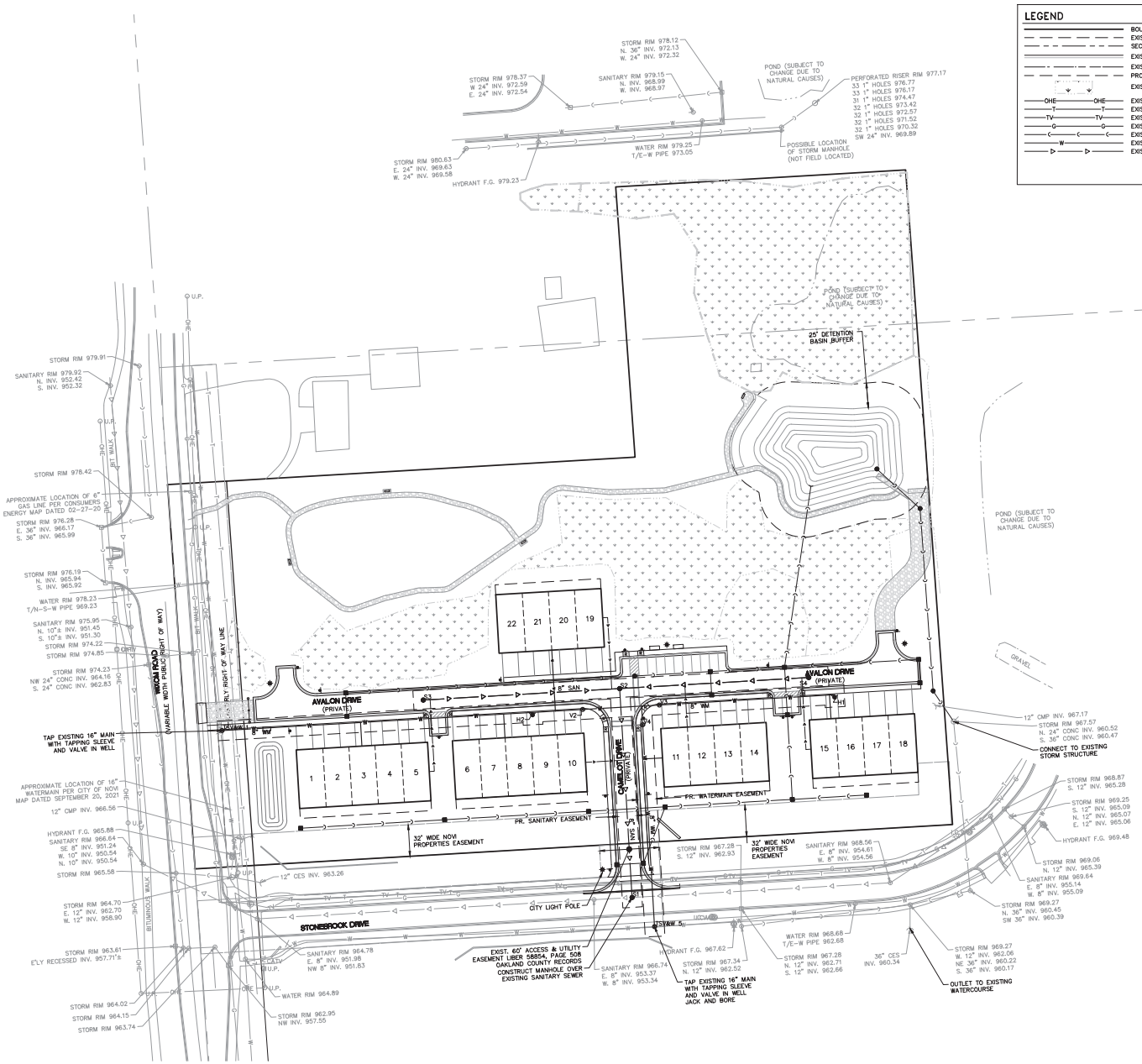
REVISIONS

SCALE: 1" = 50 FEET

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CHECKED BY: JK
P.M.: J.KIME
JOB # 20004113
FILE CODE: –
SHEET NO. 4

CAD FILE: 20004113C-03-LDWG

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LEGEND

BOUNDARY LINE		EXIST. CULVERT	
EXIST. EASEMENT		EXIST. CATCH BASIN/INLET	
SECTION LINE		EXIST. HYDRANT	
EXIST. CURB AND GUTTER		EXIST. VALVE	
EXIST. GRAVEL		EXIST. SANITARY SEWER	
PROP. SETBACK		PROP. WETLAND BUFFER	
EXIST. WETLAND		PROP. BUILDING	
		PROP. BACK OF CURB	
EXIST. OVERHEAD ELEC. LINE		PROP. EASEMENT	
EXIST. OVERHEAD TELE. LINE		PROP. STORM SEWER	
EXIST. CABLE LINE		PROP. SANITARY	
EXIST. GAS		PROP. WATER MAIN	
EXIST. STORM		PROP. END SECTION	
EXIST. WATER MAIN		PROP. CATCH BASIN/INLET	
EXIST. SANITARY		PROP. WATER VALVE	
		PROP. FIRE HYDRANT	
		PROP. MANHOLE	
		PROP. LIGHT POLE	

SANITARY SEWER BASIS OF DESIGN

No. of Units			22 Units 22 R.E.U.
No. of Users per Unit:			3.2 Persons
Total Expected Population Served:			70 Persons
Average Daily Flow (per capita):			100 G.P.D.
Peaking Factor:			4.00
Average Flow:	POP * 100 =		**7,040 G.P.D.** 4.9 G.P.M. 0.011 C.F.S.
Peak Flow:	7,040	* 4. =	**28,160 G.P.D.** 19.6 G.P.M. 0.044 C.F.S.
Pipe Capacity:	8 in. diameter 0.40% slope 0.013 Manning's 'n'		A= 0.349 sf R= 0.167 ft
	Manning's Capacity =		0.766 C.F.S.
	Velocity Flowing Full =		2.20 F.P.S.

UTILITY NOTES

1. ALL SANITARY SEWER ON SITE SHALL BE 8" PVC SDR 26.
2. ALL SANITARY LEADS SHALL BE 6" PVC SDR 23.5 AND ARE TO BE BURIED AT LEAST 5' DEEP WHERE UNDER INFLUENCE OF PAVEMENT.
3. ALL WATER MAIN TO BE DIP CL-54.
4. ALL WATER SERVICES TO BE 2" TYPE "K" COPPER FOR DOMESTIC SERVICE, 4" DUCTILE IRON FOR FIRE SERVICE.
5. HYDRANT LEADS MUST BE 8" DIAMETER IF LENGTH EXCEEDS 25 LF.
6. COMPACTED SAND BACKFILL (MDOT SAND CLASS II) SHALL BE PROVIDED FOR ALL UTILITIES WITHIN THE INFLUENCE OF PAVED AREAS.

NOT FOR CONSTRUCTION

Know what's **below.** **Call** before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES OR OF ANY OTHER PERSONS.

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SECTION 17
TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

AVALON PARK DEVELOPMENT, LLC
CAMELOT PARC TOWNHOMES
PSLR OVERLAY CONCEPT PLAN
UTILITY PLAN

DATE
JAN 24, 2025
2025-06-17 PER CITY
2025-08-07 PER CITY
2025-12-15 PER CITY
2026-01-09 PER CITY
2026-02-12 REVISIONS
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REVISIONS

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CAD FILE: 20004113C-04-UTILITY PLAN.DWG

GRADING AND SESC NOTES

1. ALL EROSION AND SEDIMENTATION CONTROL WORK SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATION OF THE OAKLAND COUNTY WATER RESOURCES COMMISSIONER AND CITY OF NOVI.
2. SOIL EROSION AND SEDIMENTATION BEST MANAGEMENT PRACTICE (BMP) MEASURES SHALL BE INSTALLED PRIOR TO START OF ANY CONSTRUCTION OR EARTH DISRUPTION ACTIVITIES AND SHALL BE MAINTAINED AT ALL TIMES UNTIL CONSTRUCTION HAS BEEN COMPLETED, INCLUDING ALL GRASS BEING WELL ESTABLISHED AND/OR PERMANENT EROSION AND SEDIMENTATION BMP MEASURES ARE IN PLACE. OAKLAND COUNTY WATER RESOURCES COMMISSIONER MAY REQUIRE WORK TO BE STOPPED AND THE STORM DRAINAGE OUTLET TO BE PLUGGED, IF CONDITIONS BECOME UNSATISFACTORY.
3. CONTRACTOR IS TO DESIGNATE A SITE DUMP/WASH AREA PRIOR TO STARTING CONSTRUCTION FOR SUCH PURPOSES AS WASHING OUT CONCRETE TRUCKS AND DUMPING NON-HAZARDOUS WASTE MATERIALS, SUBJECT TO THE SUPERVISION OF THE OAKLAND COUNTY WATER RESOURCES COMMISSIONER. DUMPING OR DISCHARGE OF ANY WASTE MATERIALS TO ANY TOWNSHIP OR COUNTY SEWERS IS PROHIBITED. HAZARDOUS WASTES ARE TO BE REMOVED OFF-SITE AND PROPERLY DISPOSED OF CONSISTENT WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.
4. DEVELOPER SHALL SUBMIT A DETAILED EROSION CONTROL PLAN, COMPLETED APPLICATION AND CHECKLIST FORMS, PAY ALL FEES AND POST AN EROSION CONTROL PERFORMANCE BOND, AS REQUIRED, PRIOR TO ANY EARTH CHANGE.
5. SEDIMENT AND EROSION CONTROLS MUST BE INSPECTED WITHIN 24 HOURS OF 0.50" OR GREATER RAINFALL. A WRITTEN LOG OF THESE INSPECTIONS MUST BECOME PART OF THE STORMWATER POLLUTION PROTECTION PLAN AND INDICATE THE DATE OF INSPECTION, NAME OF INSPECTOR, WEATHER CONDITIONS, OBSERVATIONS, AND ACTIONS TAKEN TO CORRECT ANY PROBLEMS AND THE DATE.
6. SEDIMENT TRAPS, INLET FILTERS, AND PERIMETER CONTROLS SHALL BE IMPLEMENTED AS A FIRST STEP OF GRADING AND WITHIN 7 DAYS FROM THE START OF GRUBBING AND SHALL CONTINUE TO FUNCTION UNTIL UPLAND AREAS ARE STABILIZED.
7. INLET FILTERS SHOULD BE INSPECTED FOR BUILD-UP OF SILT AND OTHER DEBRIS. THIS IS EVIDENT IF GEOTEXTILE/STONE STRUCTURE IS CAUSING FLOODING. MAINTENANCE WOULD CONSIST OF REMOVING OF SEDIMENTS WITH A STIFF BRISTLE BROOM OR SQUARE POINT SHOVEL. IF INLET FILTER IS BEYOND THIS LEVEL OF REPAIR IT MAY BE NECESSARY TO REPLACE BOTH THE STONE AND GEOTEXTILE FILTER.
8. EROSION AND ANY SEDIMENTATION FROM WORK ON THIS SITE SHALL BE CONTAINED ON THE SITE AND NOT ALLOWED TO COLLECT ON ANY OFF-SITE AREAS OR IN WATERWAYS. WATERWAYS INCLUDE BOTH NATURAL AND MAN-MADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES, AND PONDS.
9. EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO, OR AS THE FIRST STEP IN, CONSTRUCTION. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTING OF SILT OFF THE SITE.
10. CONTRACTOR SHALL APPLY TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED AND AS DIRECTED ON THESE PLANS. HE SHALL REMOVE TEMPORARY MEASURES AS SOON AS PERMANENT STABILIZATION OF SLOPES, DITCHES, AND OTHER EARTH CHANGES HAS BEEN ACCOMPLISHED.
11. STOCK PILES WILL BE SEEDED AND MULCHED AND RE-SEEDED IF SEEDING DOES NOT TAKE.
12. PERMANENT SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES, OR ANY DISTURBED LAND AREA SHALL BE COMPLETED WITHIN 5 CALENDAR DAYS AFTER FINAL GRADING OR THE FINAL EARTH CHANGE HAS BEEN COMPLETED. WHEN IT IS NOT POSSIBLE TO PERMANENTLY STABILIZE A DISTURBED AREA AFTER AN EARTH CHANGE HAS BEEN COMPLETED OR WHERE SIGNIFICANT EARTH CHANGE ACTIVITY CEASES, TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED WITHIN 30 CALENDAR DAYS. ALL TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION CONTROL MEASURES ARE IMPLEMENTED. ALL PERMANENT SOIL EROSION CONTROL MEASURES WILL BE IMPLEMENTED AND ESTABLISHED BEFORE A CERTIFICATE OF COMPLIANCE IS ISSUED.
13. ALL MUD/DIRT TRACKED ONTO EXISTING ROADS FROM THIS SITE, DUE TO CONSTRUCTION, SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR/BUILDER.
14. CLEANUP WILL BE DONE IN A MANNER TO ENSURE THAT EROSION CONTROL MEASURES ARE NOT DISTURBED.
15. DUST CONTROL WILL BE EXERCISED AT ALL TIMES WITHIN THE PROJECT BY THE CONTRACTOR, SPRINKLING TANK TRUCKS WILL BE AVAILABLE AT ALL TIMES TO BE USED ON HAUL ROUTES OR OTHER PLACES WHERE DUST BECOMES A PROBLEM.
16. NO SOLID OR LIQUID WASTE SHALL BE DISCHARGED INTO STORM WATER RUNOFF.
17. EXCESS DIRT/FILL IS NOT TO BE PLACED WITHIN THE PROPOSED BUILDING LIMITS OR ON ANY AREAS ON OR ADJACENT TO THE SITE BEYOND THE LIMITS OF DISTURBANCE SHOWN ON THE SOIL EROSION PLANS UNLESS WRITTEN AUTHORIZATION IS PROVIDED BY THE ACCEPTING LAND OWNER.
18. STAGING THE WORK WILL BE DONE BY THE LIE LANDOWNER OR LANDOWNER'S REPRESENTATIVE AS DIRECTED IN THESE PLANS AND AS REQUIRED TO ENSURE PROGRESSIVE STABILIZATION OF DISTURBED EARTH CHANGE.
19. TOP SOIL REPLACEMENT: SUFFICIENT TOP SOIL SHALL BE STOCKPILED ON THE SITE SO THAT AREAS MAY BE RECOVERED WITH A MINIMUM OF THREE INCHES OF TOP SOIL. ALL REPLACED TOP SOIL SHALL IMMEDIATELY BE PLANTED WITH GRASS OR OTHER PLANT MATERIAL ACCEPTABLE TO THE TOWNSHIP SO AS TO PREVENT EROSION.

LEGEND

	BOUNDARY LINE		EXIST. CULVERT
	EXIST. EASEMENT		EXIST. CATCH BASIN/INLET
	SECTION LINE		EXIST. HYDRANT
	EXIST. CURB AND GUTTER		EXIST. VALVE
	EXIST. GRAVEL		EXIST. SANITARY SEWER
923	EXIST. CONTOUR		PROP. SETBACK
923	PROP. CONTOUR		PROP. BUILDING
			PROP. BACK OF CURB
	EXIST. WETLAND		PROP. WETLAND BUFFER
OHE OHE	EXIST. OVERHEAD ELEC. LINE		PROP. GRADING LIMITS
T T	EXIST. UNDERGROUND UTILITY		PROP. STORM SEWER
TV TV	EXIST. CABLE LINE		PROP. SANITARY
G G	EXIST. GAS		PROP. WATER MAIN
C C	EXIST. STORM		PROP. END SECTION
W	EXIST. WATER MAIN		PROP. CATCH BASIN/INLET
S	EXIST. SANITARY		PROP. FIRE HYDRANT
			PROP. MANHOLE

Pre-Post Runoff - Rational Method

Pre-Development Condition

Onsite flow to downstream outlet

A	6.16 ac
C	0.35
I100	5.41 in/hr
Tc	20 min
p	100 yr
Qpre =	**11.7 cfs**

Post-Development Condition

Direct flow to downstream outlet

A,direct	2.88 ac
C	0.35
I100	5.41 in/hr
Tc	20 min
p	100 yr
Qdirect	5.5 cfs

Peak Basin Outflow (See Basin Calc)

Q100p =	3.3 cfs

Qpost* = 8.8 cfs < Qpre... OK

* Note this value is conservative. The basin peak outflow will occur at a later time than the peak direct runoff.

PRELIMINARY STORM WATER CALCULATIONS

Drainage Area and Runoff Coefficient

Land Cover	Quantity	Unit	Area, sf	A, ac	C	CA	
Water	-	-	12,500	0.29	1.0	0.287	
Impervious	100%	-	76,664	1.76	0.95	1.672	
Pervious	-	-	49,357	1.13	0.25	0.283	C' per HSG
Total:	-	-	138,521	3.18	NA	2.242	

Time of Concentration

	Flow	S, slope	L, ft	V, ft/sec	T	
	Sheet	1.0%	120	0.48	4.2 min	
	Shallow	1.3%	300	1.37	3.6 min	
	Initial	--	--	--	0 min	Calculated
C	Pipe/Swale	--	1300	3.0	7.2 min	v V or Tc from sewer calcs
	Time of Concentration, T (round to nearest min.)				20.0 min	(min. varies by use)

1. Design Drainage Area Parameters

Design Drainage Area, A	=	3.18 ac	
Runoff Coeff, C	=	0.71	Calculated
Time of Concentration, Tc	=	20.0 min	Assigned

C = ΣCA/A

2. Channel Protection Volume Control — *Post-development site runoff volume from a 1.3-inch rainfall event*

Vcp = r × 4,719 x C x A = 10,655 cf

Vcp = p (provided) = - cf

3. Channel Protection Rate Control: Extended Detention — *Based on a 2-year / 24-hour storm*

Ved = 6,897 x C x A = 15,572 cf

4. Water Quality Control (Forebay) — *Forebay design volume = 25% of the Water Quality Volume*

Vf = (0.15)Vwq = 545 x C x A = 1,231 cf

5. Detention and Flood Control — *Implemented to manage the 100-year peak runoff rate*

5.1. Variable Release Rate Calculations — *Qxrr is the allowable release rate in cfs/ac*

Assume drain has capacity (not restricted by OWCRC) therefore use Variable Release Rate

Qxrr = 1.1055 - 0.206 x ln(A) = 0.867 cfs/ac

Q100p is the allowable 100-year post-development peak flow rate in cfs

Q100p = Qxrr x A = 2.76 cfs

5.2. 100 Year Runoff Volume

V100r = 18,985 x C x A = 42,864 cf

5.3. 100 Year Peak Inflow Rate

Q100m = 1100 x C x A = 12.2 cfs

I100 = 83.3/(Tc + 9.17)^0.81 = 5.42 in/hr; Tc= 20.0 min

5.4. Storage Curve Factor

R = (0.206 - 0.15ln(Q100p/Q100m) = 0.429

5.5. 100 Year Detention Volume

V100r = (V100r x R) - Vcp-p = 18,389 cf - Design 100-year storage volume

Site Plan must be designed to accommodate the following volumes:

Vcp=c =	10,655	cf
Ved =	15,572	cf
V100d (min volume = Ved) =	18,389	cf (min Ved)
Soils unsuitable for infiltration BMPs	-	cf (from BMP table)

6. Detention volume check: V100d ≥ Ved

Ved	=	15,572
V100d	=	18,389

Volume Check - OK

Detention Basin Summary

	Elevation (Stage)	Surface Area (SF)	Depth (FT)	Cumulative Volume (Storage, CF)	V (ED)	Zed	100-Year Z100
Zo	965.0	4,000	0	0	15,572		18,389
	966.0	5,500	1.0	4,730	-		-
	967.0	7,500	1.0	11,264	-		-
	968.0	10,000	1.0	19,924	967.50		967.82
Ztop	969.0	12,500	1.0	31,151	-		-
				-	-		-
		-		-	-		-

Design Elevations: 967.50 967.85

Total Basin Volume Provided to EL 969 = 31,151 cf

Freeboard Provided = Top of Bank - Z100 = 1.15 ft

Outlet Calculations

Extended Detention Orifice

Average Discharge Rate, Qave = Ved / 172,800 =		0.090	cfs — release over 48-hours
Water level at Ved (per stage/storage), h(ave) =		2.50	ft — refer to basin above
Water level at 50% Ved, h(ED) = h(ave)/ 2 =		1.25	ft
ED Orifice Area, a = Qave/(0.62 x √(64.4 x h(ave)) =		0.0162	sf
ED Orifice Diameter, d = 12 x √(4 x a/π) =		1.70	in — assuming single orifice
Selected Orifice size (Ao = 0.0123 sf)	=	1.50	in
ED orifice holes required	=	**1 - 1.5 in dia holes**	

Flood Control (100-yr) Orifice

Peak Flood HWL (per stage/storage), h100 =		2.85	ft — per basin sizing above
100-yr Head, h(req) = Z100 - Zed =		0.35	ft — over 100-yr orifice
100-yr flow thru ED, QED = a(ED) * 0.62 √(64.4 * h100) =		0.103	cfs
Remaining flow for 100-yr orifice, Qreq = Qp - QED =		2.657	cfs
Flood Control Orifice Area (a) = Qreq/(0.62x√(64.4 x h)) =		0.903	sf
Flood Control Orifice Diameter, d = 12 x √(4 x a/π) =		12.90	in — assuming single orifice
Selected Orifice size (Ao = 0.0491 sf)	=	3.00	in
100-yr orifice holes required	=	**18 - 3 in dia holes**	

Outlet Pipe (sized for peak design outflow)

100-yr Peak Allowable Discharge, Qp =	=	2.76	cfs — from above
100-yr Peak Pond Inflow, Qi = C x I100 x A	=	12.24	cfs — from above
Outlet pipe size (Ao = 0.7854 sf)	=	12	in — min 4-in diameter
Outlet pipe elevations	Invert =	965.00	Springline = 965.50
Head, h = Z100 - Springline	=	2.35	ft
Capacity Qap = Ao * 0.62 √(64.4 * h)	=	5.99	cfs - see spillway design

Basin Overflow Weir

Pipe Head, h = Ztop - Springline	=	3.50	ft
Capacity Qap = Ao * 0.62 √(64.4 * h)	=	7.31	cfs = peak inflow — flow through pipe
100-yr Peak Pond Inflow, Qi = C x I100 x A	=	12.24	cfs — from above
h = Ztop - Zweir	=	0.65	ft — Zweir = Z100 + 0.5'
Weir length, L = Q/(C x h^1.5))	=	8	ft (min. 3') — use C=3.33

Permanent Pool Volume Summary

	Elevation (Stage)	Surface Area (SF)	Depth (FT)	Cumulative Volume (Storage, CF)	First Flush 2ft
Zo	963.0	500	0	0	0
	964.0	1,500	1.0	955	-
Top	965.0	3,000	1.0	3,162	-

MAINTENANCE SCHEDULE AND NOTES

EMERGENCY ACCESS PATH AND MAINTENANCE ACCESS PATH SHALL BE MINIMUM 15' WIDE, MAXIMUM RUNNING SLOPE OF 1V:5H, MAXIMUM CROSS SLOPE OF 3%, AND ABLE TO WITHSTAND THE PASSAGE OF HEAVY EQUIPMENT

THE PROPERTY OWNER IS RESPONSIBLE FOR THE MAINTENANCE OF THE DETENTION BASIN. MAINTENANCE SHOULD BE PERFORMED FOLLOWING ANY STORM AND SHOULD INCLUDE:

1. CHECKING THE DEPTH OF SEDIMENT DEPOSIT TO ENSURE THE CAPACITY OF THE BASIN IS ADEQUATE FOR STORM WATER AND SEDIMENT DEPOSITION, AND FOR THE REMOVING OF SEDIMENT.
2. CHECKING THE BASIN FOR PIPING, SEEPAGE OR OTHER MECHANICAL DAMAGE.
3. CHECKING FOR THE PRESENCE OF ANY SOIL CAKING, WHICH WOULD PREVENT PROPER DRAINAGE FROM THE BASIN.
4. CHECKING THE OUTFALL TO ENSURE DRAINAGE IS NOT CAUSING ANY CORROSIVE VELOCITIES AND TO ENSURE THE OUTLET IS NOT CLOGGED.
5. ANY PROBLEM DISCOVERED DURING THE MAINTENANCE CHECKS SHOULD BE ADDRESSED IMMEDIATELY.
6. SEDIMENT REMOVED DURING CLEANING SHOULD BE PLACED AT AN UPLAND AREA AND STABILIZED SO THAT IT DOES NOT RE-ENTER THE DRAINAGE COURSE.

DRAINAGE NARRATIVE

THE SITE IS CURRENTLY PART OF THE WIXOM ROAD DRAINAGE DISTRICT. THE AVALON PARK DEVELOPMENT RUNOFF WILL BE CAPTURED, DETAINED, AND RELEASED SOUTH INTO THE WIXOM ROAD DRAINAGE DISTRICT. THE PROPOSED PLAN REDUCES THE RUNOFF RATE TO THE WIXOM ROAD DRAINAGE DISTRICT BY DETAINING ON SITE. OFFSITE DRAINAGE FROM ADJACENT PROPERTIES DRAIN INTO EXISTING WETLANDS.

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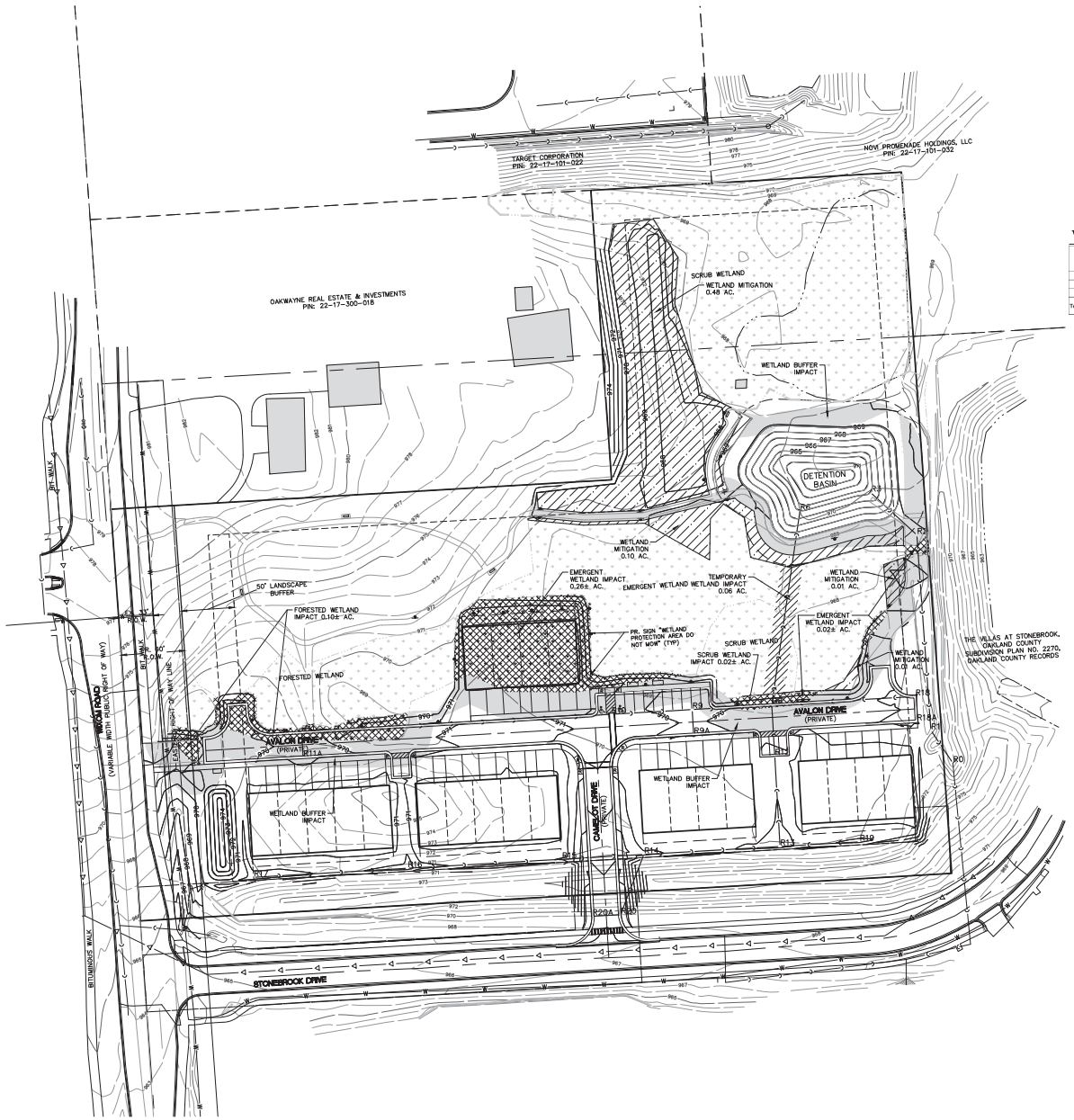
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LEGEND

- BOUNDARY LINE
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- EXIST. CURB AND GUTTER
- PROP. DETENTION BASIN BUFFER
- PROP. SETBACK
- PROP. BUILDING
- PROP. BACK OF CURB
- EXIST. WETLAND
- EXIST. WETLAND DEMO
- PROP. WETLAND BUFFER DEMO
- PROP. WETLAND MITIGATION

WETLAND IMPACTS

Wetland	EGLE Regulated	City Regulated	Wetland Area (AC)	Wetland Impact Area (SF)	Wetland Impact Area (AC)	Buffer Impact Area (SF)	Buffer Impact Area (AC)	Wetland Impact Fill Volume (CY)	Temporary Impact Area (SF)	Temporary Impact Area (AC)	Mitigation Ratio	Mitigation Area (AC)
FORESTED	Yes	Yes	0.33	4,483	0.10	8,198	0.19	166	0	0.00	2.00	0.21
EMERGENT	Yes	Yes	0.98	12,063	0.28	20,408	0.47	756	969	0.02	1.50	0.42
SCRUB	Yes	Yes	0.17	724	0.02	2,652	0.06	27	1,448	0.03	1.50	0.02
Total (EGLE):				17,270	0.40	31,258	0.72	949	2,417	0.06	REQUIRED MITIGATION:	0.65
											MITIGATION PROVIDED	0.61

NOTES

1. SEE LANDSCAPE SHEETS FOR TREE REPLACEMENT QUANTITIES.
2. MITIGATION NOT PROPOSED FOR TEMPORARY WETLAND IMPACT
3. FOR TEMPORARY WETLAND DISTURBANCE USE EMERGENT SEED MIX.
4. FOR BUFFER DISTURBANCE USE THE CRP POLLINATOR MIX
5. SEE SHEET 8 FOR PRESERVATION AREA AND HABITAT ENHANCEMENTS

TEMPORARY WETLAND RESTORATION

1. INSTALL GEOTEXTILE SILT FENCE AND ANY OTHER SOIL EROSION CONTROL STRUCTURES AS INDICATED ON DRAWINGS AND/OR SOIL EROSION CONTROL PERMIT.
2. CLEAR AND GRUB AREA IF INDICATED ON DRAWINGS.
3. EXCAVATE TRENCH. SOIL FROM TRENCH SHALL BE SIDE CAST ON A GEOTEXTILE MAT WITHIN THE WETLAND. THE FIRST ONE (1) FOOT OF TOPSOIL SHALL BE SAVED AND RESTORED TO THE ORIGINAL EXCAVATED AREA.
4. IF NECESSARY, PROVIDE LOCALIZED PUMPING TO DEWATER THE TRENCH. SILT BAGS SHALL BE USED TO MINIMIZE SILT AT POINT OF DISCHARGE.
5. INSTALL PIPE AND FITTINGS.
6. BACKFILL TRENCHES ACCORDING TO THE DETAILS PROVIDED IN THE DRAWINGS.
7. GRADE CONSTRUCTION AREA TO MEET EXISTING CONTOURS. ALL EXCESS MATERIAL MUST BE REMOVED OUTSIDE WETLAND AREAS.
8. SEED DISTURBED AREA WITH A WETLAND SEED MIX USING ONLY SPECIES NATIVE TO MICHIGAN.

CRP POLLINATOR SEED MIX

GRASSES		PLS OZ/ACRE	SEEDS/SQ FT
ANDROPOGON GERARDII	BIG BLUESTEM	10.00	2.30
ELYMUS CANADENSIS	CANADA WILD RYE	14.00	1.67
SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM	24.00	8.26
SORGHASTRUM NUTANS	INDIAN GRASS	16.00	4.41
	TOTAL GRASSES	64.00	16.64
FORBS		PLS OZ/ACRE	SEEDS/SQ FT
ACHILLEA MILLEFOLIUM	YARROW	1.45	5.93
ASCLEPIAS SYRIACA	COMMON MILKWEED	1.75	0.16
ASCLEPIAS TUBEROSA	BUTTERFLY MILKWEED	0.75	0.07
ASTER NOVAE-ANGLIAE	NEW ENGLAND ASTER	0.25	0.38
CASSIA FASCICULATA (CHAMAECRISTA F.)	PARTRIDGE PEA	4.75	0.29
COREOPSIS LANCEOLATA	LANCE-LEAF COREOPSIS	4.85	2.23
ECHINACEA PURPUREA	PURPLE CONEFLOWER	4.75	0.72
HELIOPSIS HELIANTHOIDES	FALSE SUNFLOWER	4.00	0.56
MONARDA FISTULOSA	WILD BERGAMOT	0.25	0.40
PETALOSTEMUM PURPUREUM (DALEA P.)	PURPLE PRAIRIE CLOVER	3.00	1.24
RATIBIDA PINNATA	YELLOW CONEFLOWER	3.00	2.07
RUDBECKIA HIRTA	BLACK-EYED SUSAN	2.80	5.91
SOLIDAGO RIGIDA	STIFF GOLDENROD	0.25	0.24
ZIZIA AUREA	GOLDEN ALEXANDER	0.50	0.13
	TOTAL FORBS	32.35	20.35

EMERGENT WETLAND MIX

GRASSES, SEDGES & RUSHES		PLS OZ/ACRE	SEEDS/SQ FT
CAREX COMOSA	BRISTLY SEDGE	3.00	2.07
CAREX CRINITA	FRINGED SEDGE	3.00	1.58
CAREX HYSTERICINA	PORCUPINE SEDGE	4.50	3.10
CAREX STIPATA	AWL-FRUITED SEDGE	1.50	1.17
CAREX VULPINOIDEA	FOX SEDGE	4.00	9.18
ELEOCHARIS PALUSTRIS	GREAT SPIKE RUSH	0.25	0.29
GLYCERIA CANADENSIS	CANADA MANNA GRASS	2.00	3.40
GLYCERIA GRANDIS	REED MANNA GRASS	4.00	7.35
JUNCUS EFFUSUS	SOFT RUSH	0.25	5.74
JUNCUS TORREYI	TORREY'S RUSH	0.25	9.18
LEERSIA ORYZOIDES	RICE CUT GRASS	2.00	1.58
SCIRPUS ACUTUS (SCHOENOPLECTUS A.)	HARD-STEM BULRUSH	1.00	0.46
SCIRPUS ATROVIRENS	DARK GREEN BULRUSH	2.00	21.12
SCIRPUS CYPERINUS	WOOL GRASS	0.25	9.76
SCIRPUS FLUVIATILIS (BOLBOSCHOENUS F.)	RIVER BULRUSH	4.00	0.39
SCIRPUS VALIDUS (S. TABERNAEMONTANII)	SOFT-STEM BULRUSH	4.00	2.85
	TOTAL GRASSES	36.00	79.20
FORBS PLS		OZ/ACRE	SEEDS/SQ FT
ACORUS AMERICANUS	SWEET FLAG	3.50	0.53
ALISMA SUBCORDATUM	COMMON WATER PLANTAIN	4.00	5.51
ASCLEPIAS INCARNATA	SWAMP MILKWEED	2.50	0.28
ASTER PUNICEUS	SWAMP ASTER	0.50	0.92
BIDENS CERNUA	NODDING BUR MARIGOLD	1.00	0.48
CICUTA MACULATA	WATER HEMLOCK	0.75	0.21
EUPATORIUM MACULATUM	JOE PYE WEED	0.50	1.09
EUPATORIUM PERFOLIATUM	BONESET	0.25	0.92
IRIS VIRGINICA SOUTHERN	BLUE FLAG IRIS	2.00	0.05
LOBELIA CARDINALIS	CARDINAL FLOWER	0.15	1.38
LOBELIA SIPHILITICA	GREAT BLUE LOBELIA	0.15	1.72
MIMULUS RINGENS	MONKEY FLOWER	0.25	13.20
PELTANDRA VIRGINICA	ARROW ARUM	8.00	0.01
PENTHORUM SEDOIDES	DITCH STONECROP	0.50	14.92
POLYGONUM PENSYLVANICUM (PERSICARIA P.)	PENNSYLVANIA SMARTWEED	3.00	0.90
PONTEDERIA CORDATA	PICKEREL WEED	8.00	0.23
RUMEX ORBICULATUS	GREAT WATER DOCK	0.25	0.05
SAGITTARIA LATIFOLIA COMMON	ARROWHEAD/DUCK POTATO	0.25	0.35
SPARGANIUM EURYCARPUM	COMMON BUR REED	7.00	0.08
VERBENA HASTATA	BLUE VERVAIN	1.45	3.10
	TOTAL FORBS	44.00	45.90
TEMPORARY GRASS COVER		OZ/ACRE	SEEDS/SQ FT
LOLIUM MULTIFLORUM	ANNUAL RYEGRASS	100.00	30.99
AVENA SATIVA	SEED OATS	320.00	7.35
	TOTAL TEMP GRASSES	420.00	38.34

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TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

AVALON PARK DEVELOPMENT, LLC

CAMELOT PARC TOWNHOMES
PSLR OVERLAY CONCEPT PLAN
WETLAND MITIGATION PLAN

DATE
JAN 24, 2025
2025-06-17 PER CITY
2025-08-07 PER CITY
2025-12-15 PER CITY
2026-01-09 PER CITY
2026-02-12 REVISIONS
2026-03-11 REVISIONS

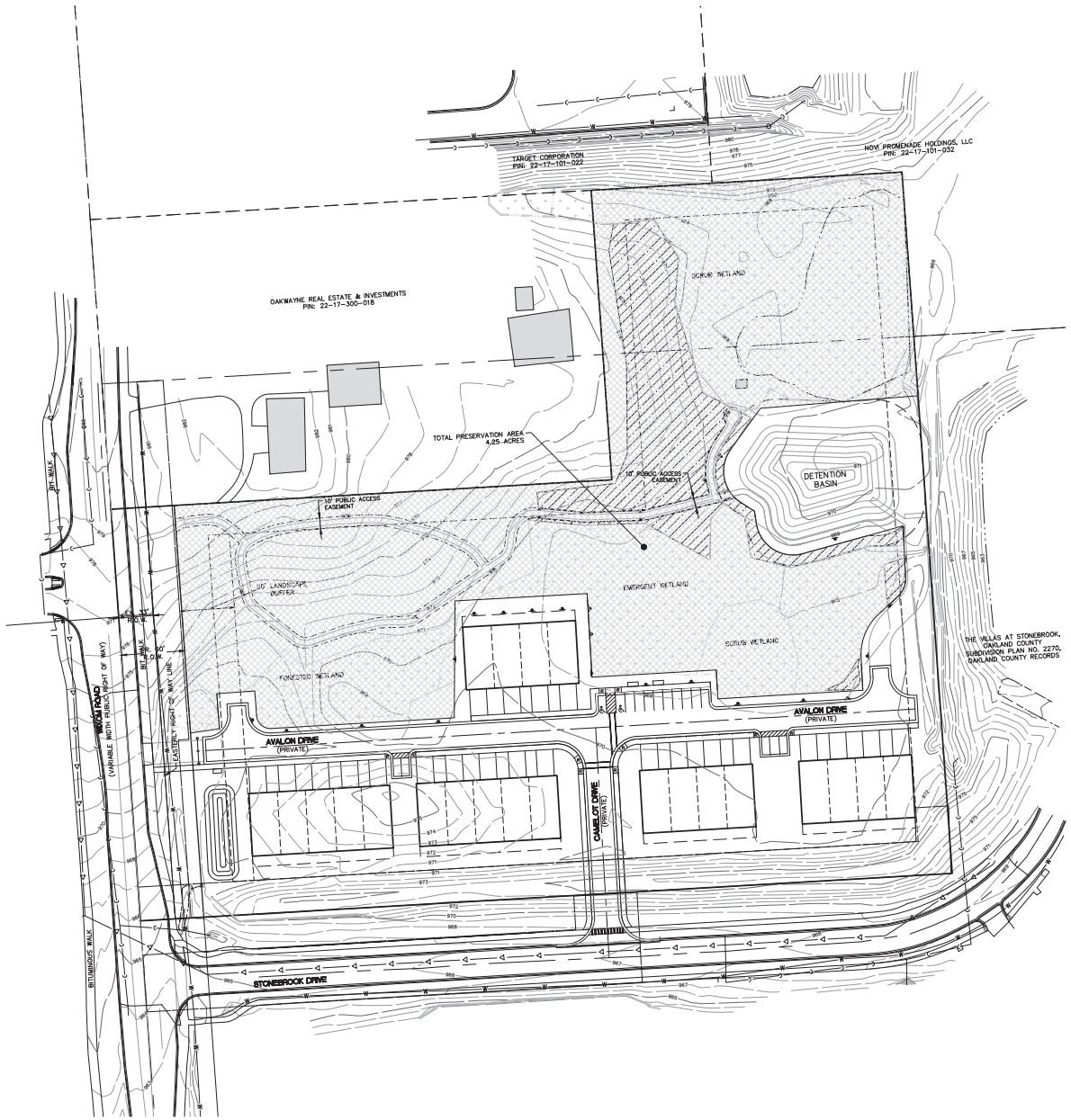
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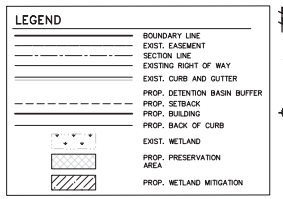
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P.M.: J.KIME
JOB # 20004113
FILE CODE: --
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HABITAT ENHANCEMENTS

1. REMOVAL OF INVASIVE SPECIES.
2. NATIVE SEEDING TO PROMOTE NEW GROWTH.
3. PLACE NEW HABITAT STRUCTURES WITHIN EXISTING EMERGENT WETLAND AREAS AND PROPOSED MITIGATION AREAS. .

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PRESERVATION AREA PLAN &
HABITAT ENHANCEMENTS

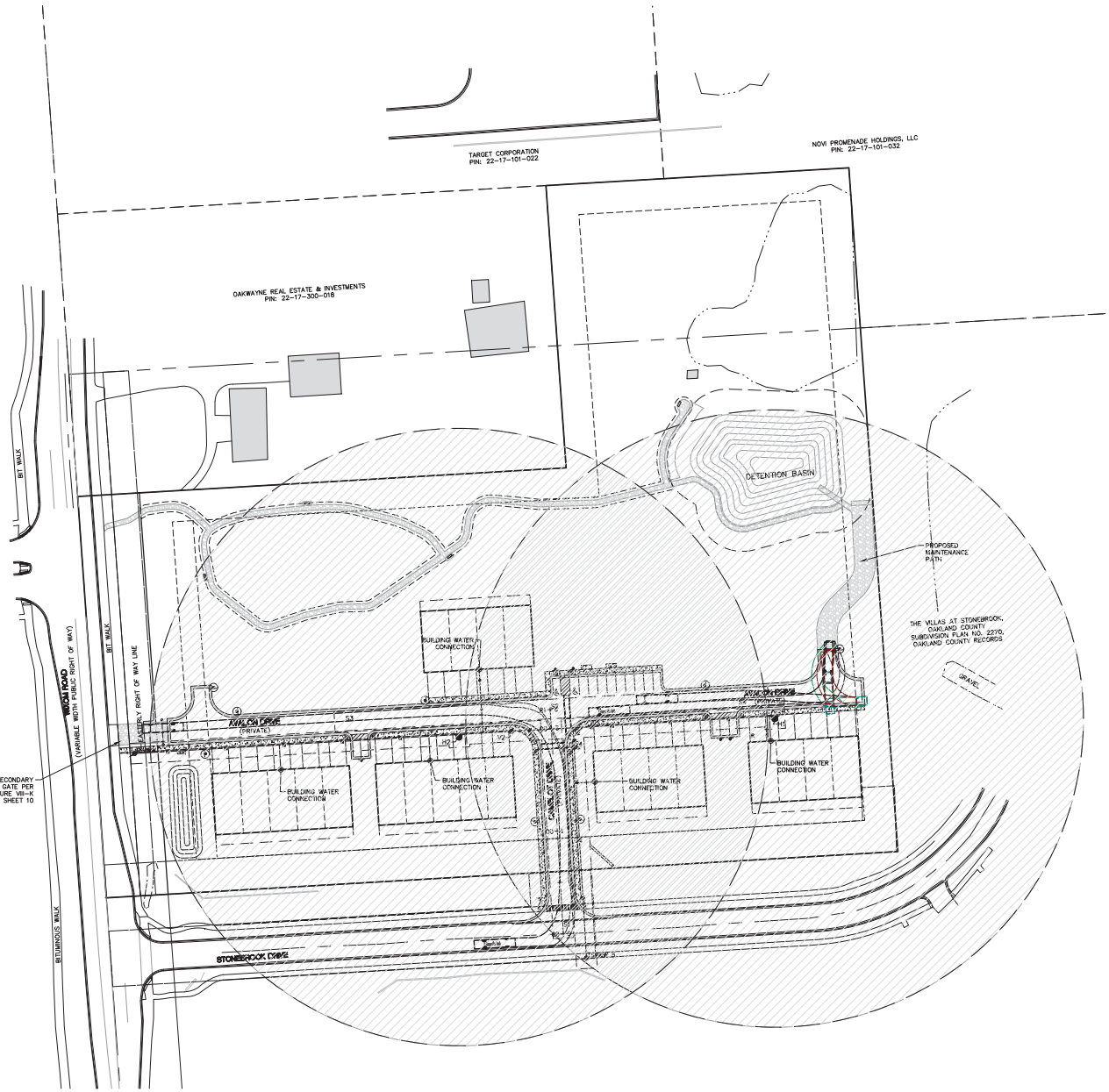
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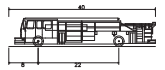


LEGEND

- W — PROPOSED WATER MAIN
- 300' RADIUS HYDRANT COVERAGE (TYP.)
- PROPOSED HYDRANT
- "NO PARKING – FIRE LANE" SIGN

FIRE DEPARTMENT NOTES

1. ALL FIRE HYDRANTS MUST BE INSTALLED AND OPERATIONAL PRIOR TO ANY COMBUSTIBLE MATERIAL IS BROUGHT ON SITE.
2. THE MINIMUM WIDTH OF A POSTED FIRE LANE IS 20 FEET. THE MINIMUM HEIGHT OF A POSTED FIRE LANE IS 14 FEET.
3. AN UNOBSTRUCTED OUTSIDE TURNING RADIUS OF 50 FEET MINIMUM AND AN INSIDE TURNING RADIUS OF 30 FEET MAXIMUM ARE TO BE PROVIDED AT INTERSECTIONS OF PRIVATE OR PUBLIC ROADWAYS AND CUL-DE-SACS
4. THE DISTRIBUTION SYSTEM IN ALL DEVELOPMENTS REQUIRING MORE THAN EIGHT HUNDRED (800) FEET OF WATER MAIN SHALL HAVE A MINIMUM OF TWO (2) CONNECTIONS TO A SOURCE OF SUPPLY AND SHALL BE A LOOPED SYSTEM
5. THE ABILITY TO SERVE AT LEAST TWO THOUSAND (2,000) GALLONS PER MINUTE IN SINGLE-FAMILY DETACHED RESIDENTIAL; THREE THOUSAND (3,000) GALLONS PER SCHOOL AREAS; AND AT LEAST FOUR THOUSAND (4,000) GALLONS PER MINUTE IN OFFICE, INDUSTRIAL AND SHOPPING CENTERS IS ESSENTIAL
6. HYDRANTS SHALL BE SPACED APPROXIMATELY THREE HUNDRED (300) FEET APART ONLINE IN COMMERCIAL, INDUSTRIAL, AND MULTIPLE-RESIDENTIAL AREAS. IN CASES WHERE THE BUILDINGS WITHIN DEVELOPMENTS ARE FULLY FIRE SUPPRESSED, HYDRANTS SHALL BE NO MORE THAN FIVE HUNDRED (500) FEET APART. THE SPACING OF HYDRANTS AROUND COMMERCIAL AND/OR INDUSTRIAL DEVELOPMENTS SHALL BE CONSIDERED AS INDIVIDUAL CASES WHERE SPECIAL CIRCUMSTANCES EXIST UPON CONSULTATION WITH THE FIRE CHIEF.
7. ONSITE WATER MAINS ARE 8" DIAMETER.



Pumper Fire Truck	
Overall Length	40.000ft
Overall Width	8.167ft
Overall Body Height	7.745ft
Min Body Ground Clearance	0.656ft
Track Width	8.167ft
Lock-to-lock time	5.00s
Max Wheel Angle	45.00°

FIRE TRUCK DETAILS

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FIRE PROTECTION PLAN

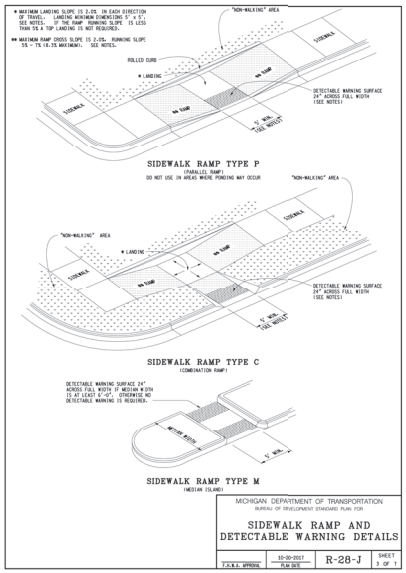
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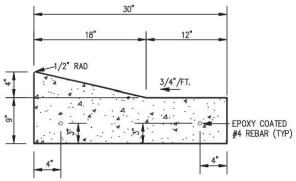
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SCALE: 1" = 50 FEET
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CHECKED BY: JK
P.M.: JKIME
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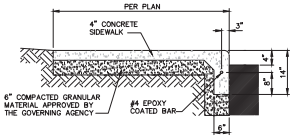
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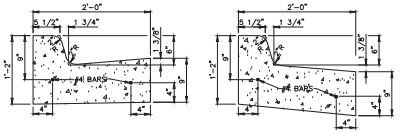


MOUNTABLE CURB AND GUTTER - DETAIL 3A
NO SCALE



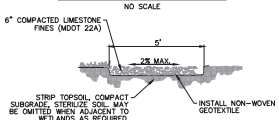
NOTE:
WHERE THE CURB HEIGHT IS BEING REDUCED FOR ADA RAMPS THE RE-BAR SHALL HAVE A MINIMUM OF 3 INCHES OF COVER BELOW THE TOP OF CURB

INTEGRAL CURB AND SIDEWALK
NO SCALE

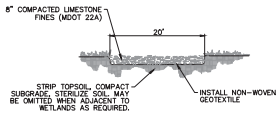


NOTE:
BASE AND SUBBASE AGGREGATES TO EXTEND MINIMUM 1'-0" BEHIND BACK OF CURB.

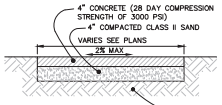
F4 CURB DETAIL
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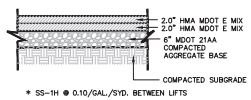
GRAVEL NATURE PATH CROSS SECTION
NOT TO SCALE



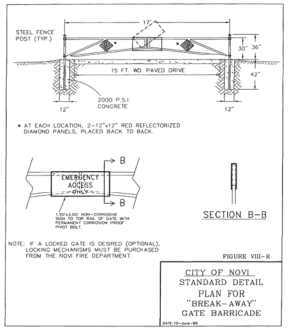
POND MAINTENANCE AND EMERGENCY ACCESS DRIVE
NOT TO SCALE

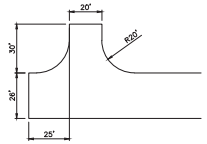


CONCRETE WALK
NO SCALE

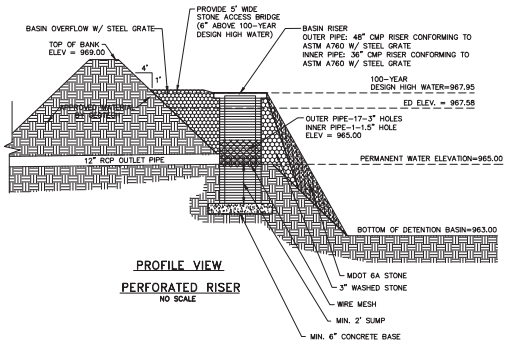


ASPHALT PAVEMENT SECTION
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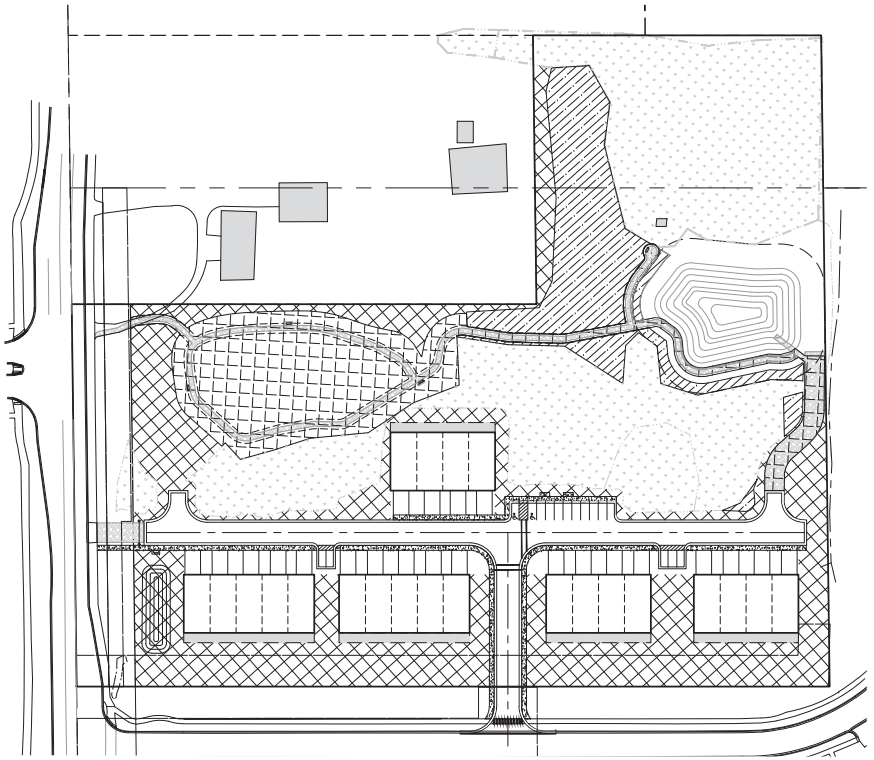




TYPICAL T-TURNAROUND DETAIL
NOT TO SCALE



PROFILE VIEW
PERFORATED RISER
NO SCALE



OPEN SPACE EXHIBIT
SCALE: 1"=60'

	PROPOSED	REQUIRED
TOTAL NET SITE AREA =	8.24 ACRES	-
PASSIVE OPEN SPACE=	1.81 ACRES	-
ACTIVE OPEN SPACE= (WALKING TRAIL)	0.92 ACRES	0.82 ACRES (10% OF SITE)
PRIVATE OPEN SPACE (EXCLUDING COVERED PORCHES)	0.14 ACRES	
TOTAL OPEN SPACE =	2.87 ACRES	
WETLAND MITIGATION AREA	0.61 ACRES	
WETLAND AREA (PRESERVED)	2.22 ACRES	

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REVISIONS
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N/A

DRAWN BY: MM
CHECKED BY: JK
P.M.: JJKIME
JOB #: 20004113
FILE CODE: -
SHEET NO. 10

CAD FILE: 20004113-07-DET.DWG

Tree Tag #	*Scientific Name*	Common Name	DBH (inches)	Condition	Regulated Woodland	To Be Removed	CRITICAL ROOT ZONE	CRITICAL ROOT ZONE POSSIBLE IMPACT
1	*Picea abies*	Norway Spruce	9	Good				
2	*Picea abies*	Norway Spruce	9.5	Good				
3	*Fraxinus pennsylvanica*	Green Ash	8	Good		Y		
4	*Ulmus rubra*	Slippery Elm	9	Good				
5	*Populus deltoides*	Cottonwood	10.5	Good		Y		
6	*Picea pungens*	Blue Spruce	8	Good				
7	*Picea pungens*	Blue Spruce	8.5	Good				
8	*Picea pungens*	Blue Spruce	8.5	Good				
9	*Acer saccharinum*	Silver Maple	8	Good				
10	*Ulmus americana*	American Elm	14	Good				
11	*Ulmus americana*	American Elm	8	Good				
12	*Picea glauca*	White Spruce	9	Good				
13	*Acer saccharinum*	Silver Maple	8	Good			Y	
14	*Ulmus americana*	American Elm	8	Good	Y	Y		
15	*Acer saccharinum*	Silver Maple	11.5	Good				
16	*Ulmus americana*	American Elm	8	Good				
17	*Carya cordiformis*	Bitternut Hickory	8	Good				
18	*Ulmus americana*	American Elm	9	Good				
19	*Quercus bicolor*	Swamp White Oak	9	Good	Y	Y		
20	*Acer saccharinum*	Silver Maple	8.5	Fair				
21	*Acer saccharum*	Sugar Maple	15.5	Good				
22	*Acer saccharinum*	Silver Maple	8	Good				
23	*Carya cordiformis*	Bitternut Hickory	8	Good				
24	*Quercus bicolor*	Swamp White Oak	10	Good				
25	*Morus alba*	White Mulberry	11	Good				
26	*Fraxinus pennsylvanica*	Green Ash	9	Fair				
27	*Quercus bicolor*	Swamp White Oak	8	Fair				
28	*Quercus alba*	White Oak	9.5	Good		Y		
29	*Prunus serotina*	Black Cherry	10	Good		Y		
30	*Salix nigra*	Black Willow	9	Good				
31	*Acer saccharinum*	Silver Maple	22	Good				
32	*Quercus rubra*	Red Oak	23	Good				
33	*Carya ovata*	Shagbark Hickory	8.5	Good				
34	*Juglans nigra*	Black Walnut	8	Good		Y		
35	*Tilia americana*	Basswood	8.5	Good				
36	*Juglans nigra*	Black Walnut	8	Good		Y		
37	*Carya cordiformis*	Bitternut Hickory	11.5	Good		Y		
38	*Populus tremuloides*	Quaking Aspen	8	Good				
39	*Fraxinus pennsylvanica*	Green Ash	8	Good		Y		
40	*Acer saccharinum*	Silver Maple	9.5	Good		Y		
41	*Acer saccharinum*	Silver Maple	12.5	Good		Y		
42	*Acer saccharinum*	Silver Maple	14.5	Good		Y		
43	*Acer saccharinum*	Silver Maple	11	Good		Y		
44	*Acer saccharinum*	Silver Maple	11	Good		Y		
45	*Acer saccharinum*	Silver Maple	17	Good		Y		
9550	*Ulmus americana*	American Elm	20	Good				
9552	*Quercus alba*	White Oak	15.5	Good		Y		
9553	*Prunus serotina*	Black Cherry	16.5	Good		Y		
9554	*Ulmus americana*	American Elm	17	Good		Y		
9555	*Ulmus americana*	American Elm	17	Good		Y		
9557	*Salix nigra*	Black Willow	24	Fair				
9558	*Quercus alba*	White Oak	12	Good		Y		
9559	*Juglans nigra*	Black Walnut	15.5	Good		Y		
9560	*Juglans nigra*	Black Walnut	15.5	Good		Y		
9561	*Acer saccharum*	Sugar Maple	12.5	Good			Y	
9562	*Acer saccharum*	Sugar Maple	11	Good				
9563	*Carya ovata*	Shagbark Hickory	13	Good			Y	
9568	*Acer saccharinum*	Silver Maple	37.5	Good	Y	Y		
9569	*Acer saccharinum*	Silver Maple	20	Good				
9570	*Morus alba*	White Mulberry	12	Good				
9571	*Picea pungens*	Blue Spruce	29	Good				
9572	*Picea pungens*	Blue Spruce	29.5	Good				
9574	*Morus alba*	White Mulberry	16.5	Good				
9575	*Morus alba*	White Mulberry	9	Good				
9576	*Acer saccharinum*	Silver Maple	25.5	Good				
9577	*Picea pungens*	Blue Spruce	28.5	Good				
9578	*Quercus bicolor*	Swamp White Oak	14.5	Good				
9579	*Quercus bicolor*	Swamp White Oak	16	Good				
9581	*Ulmus americana*	American Elm	11.5	Fair				
9583	*Acer saccharum*	Sugar Maple	13.5	Good				
9584	*Acer saccharinum*	Silver Maple	8	Good				
9585	*Acer saccharinum*	Silver Maple	16	Good				
9586	*Acer saccharinum*	Silver Maple	25.5	Fair				
9587	*Quercus bicolor*	Swamp White Oak	13	Good				
9588	*Quercus bicolor*	Swamp White Oak	11	Good			Y	
9589	*Ulmus americana*	American Elm	10	Good	Y	Y		
9590	*Acer saccharum*	Sugar Maple	11.5	Good	Y	Y		
9591	*Salix nigra*	Black Willow	20	Good	Y	Y		
9592	*Quercus bicolor*	Swamp White Oak	10	Good				
9593	*Acer saccharinum*	Silver Maple	20	Good				
9594	*Acer saccharinum*	Silver Maple	17.5	Good				
9595	*Fraxinus pennsylvanica*	Green Ash	11.5	Poor				
9596	*Acer saccharinum*	Silver Maple	14.5	Good			Y	Y
9597	*Ulmus americana*	American Elm	15.5	Good	Y	Y		
9599	*Acer saccharinum*	Silver Maple	26.5	Good	Y	Y		
9600	*Acer saccharinum*	Silver Maple	12.5	Good	Y	Y		
9601	*Acer saccharinum*	Silver Maple	27.5	Good	Y	Y		
9602	*Acer saccharinum*	Silver Maple	21.5	Good	Y	Y		
9603	*Quercus bicolor*	Swamp White Oak	13.5	Good			Y	Y
9604	*Acer saccharum*	Sugar Maple	11.5	Good				
9605	*Picea pungens*	Blue Spruce	28.5	Good				
9606	*Acer rubrum*	Red Maple	9	Good				
9607	*Acer saccharum*	Sugar Maple	8.5	Good				
9609	*Acer saccharum*	Sugar Maple	9	Good				
9610	*Carya cordiformis*	Bitternut Hickory	15.5	Good				
9611	*Picea glauca*	White Spruce	11.5	Good				
9612	*Ulmus americana*	American Elm	11.5	Good				
9613	*Ulmus rubra*	Slippery Elm	13	Good			Y	
9615	*Ulmus rubra*	Slippery Elm	11.5	Good				
9617	*Juglans cinerea*	Butternut	17.5	Fair				

Tree Tag #	*Scientific Name*	Common Name	DBH (inches)	Condition	Regulated Woodland	To Be Removed	CRITICAL ROOT ZONE	CRITICAL ROOT ZONE POSSIBLE IMPACT
9618	*Picea abies*	Norway Spruce	29.5	Good				
9619	*Acer saccharinum*	Silver Maple	14.5	Good				
9620	*Acer saccharinum*	Silver Maple	10	Good				
9621	*Acer saccharum*	Sugar Maple	13	Good				
9622	*Acer saccharum*	Sugar Maple	17	Good				
9623	*Acer saccharum*	Sugar Maple	9.5	Good				
9624	*Acer saccharum*	Sugar Maple	15.5	Good				
9626	*Picea glauca*	White Spruce	13	Good				
9628	*Ulmus rubra*	Slippery Elm	18	Good				
9629	*Ulmus rubra*	Slippery Elm	9.5	Good				
9630	*Acer saccharinum*	Silver Maple	15	Good				
9631	*Picea pungens*	Blue Spruce	34	Good				
9632	*Ulmus americana*	American Elm	11.5	Good				
9633	*Ulmus rubra*	Slippery Elm	17	Dead				
9634	*Acer saccharinum*	Silver Maple	9	Good				
9635	*Acer saccharinum*	Silver Maple	11	Good				
9636	*Ulmus rubra*	Slippery Elm	13.5	Good				
9637	*Acer saccharum*	Sugar Maple	14.5	Good				
9639	*Acer saccharinum*	Silver Maple	16	Good				
9640	*Acer saccharinum*	Silver Maple	11	Good				
9641	*Ulmus americana*	American Elm	10	Good				
9642	*Ulmus rubra*	Slippery Elm	15.5	Poor				
9643	*Acer saccharum*	Sugar Maple	11	Good				
9644	*Ulmus americana*	American Elm	15	Good				
9645	*Acer saccharum*	Sugar Maple	14	Good				
9646	*Acer saccharinum*	Silver Maple	8.5	Good				
9647	*Acer saccharinum*	Silver Maple	21	Good				
9648	*Acer saccharinum*	Silver Maple	16	Good				
9649	*Acer saccharinum*	Silver Maple	15	Good				
9650	*Ulmus americana*	American Elm	9.5	Good				
9651	*Ulmus americana*	American Elm	9.5	Good				
9652	*Carya cordiformis*	Bitternut Hickory	18.5	Good				
9653	*Acer saccharinum*	Silver Maple	15.5	Good				
9654	*Ulmus americana*	American Elm	10.5	Good				
9655	*Acer saccharinum*	Silver Maple	17	Good				
9656	*Quercus bicolor*	Swamp White Oak	11.5	Good				
9657	*Quercus bicolor*	Swamp White Oak	17	Good				
9658	*Ulmus rubra*	Slippery Elm	20	Good				
9659	*Acer saccharinum*	Silver Maple	20.5	Good				
9660	*Acer saccharinum*	Silver Maple	51	Fair				
9661	*Carya cordiformis*	Bitternut Hickory	9	Good				
9662	*Carya cordiformis*	Bitternut Hickory	10.5	Good				
9663	*Ulmus americana*	American Elm	8.5	Good				
9664	*Ulmus americana*	American Elm	12	Good				
9666	*Carya cordiformis*	Bitternut Hickory	9	Good				
9667	*Ulmus americana*	American Elm	17.5	Good				
9668	*Ulmus americana*	American Elm	8	Good				
9669	*Ulmus americana*	American Elm	8.5	Good				
9670	*Ulmus americana*	American Elm	16	Good				
9671	*Acer saccharinum*	Silver Maple	9.5	Good				
9672	*Quercus bicolor*	Swamp White Oak	22.5	Good				
9673	*Acer saccharinum*	Silver Maple	11.5	Good				
9674	*Ulmus americana*	American Elm	9.5	Good			Y	
9675	*Acer saccharinum*	Silver Maple	13	Good	Y	Y		
9676	*Acer saccharinum*	Silver Maple	16.5	Good			Y	Y
9679	*Acer saccharinum*	Silver Maple	9	Good	Y	Y		
9680	*Acer saccharinum*	Silver Maple	27	Good	Y	Y		
9681	*Acer saccharinum*	Silver Maple	35	Good	Y	Y		
9682	*Acer saccharinum*	Silver Maple	13	Good	Y	Y		
9683	*Ulmus americana*	American Elm	10.5	Good	Y	Y		
9684	*Acer saccharinum*	Silver Maple	9.5	Good	Y	Y		
9685	*Acer saccharinum*	Silver Maple	10	Good	Y	Y		
9686	*Ulmus americana*	American Elm	14	Dead				
9687	*Acer saccharinum*	Silver Maple	33	Dead	Y	Y		
9688	*Acer saccharinum*	Silver Maple	33	Good			Y	Y
9689	*Quercus bicolor*	Swamp White Oak	10	Good			Y	
9690	*Ulmus rubra*	Slippery Elm	14.5	Good		Y		
9691	*Populus deltoides*	Cottonwood	25.5	Good		Y		
9692	*Populus deltoides*	Cottonwood	21	Good		Y		
9693	*Pinus resinosa*	Red Pine	14	Good				
9694	*Pinus resinosa*	Red Pine	8	Good				
9695	*Pinus resinosa*	Red Pine	11	Good				
9696	*Pinus resinosa*	Red Pine	13	Good				
9697	*Pinus resinosa*	Red Pine	11.5	Good				
9698	*Pinus resinosa*	Red Pine	16	Good				
9699	*Pinus resinosa*	Red Pine	12	Good				
9700	*Pinus resinosa*	Red Pine	11	Good				
9701	*Pinus resinosa*	Red Pine	12	Good				
9702	*Picea pungens*	Blue Spruce	11	Good				
9703	*Picea pungens*	Blue Spruce	13.5	Good				
9704	*Picea pungens*	Blue Spruce	10	Good				
9705	*Picea pungens*	Blue Spruce	13.5	Good				
9706	*Picea pungens*	Blue Spruce	11	Good				
9707	*Picea pungens*	Blue Spruce	9	Good				
9708	*Picea pungens*	Blue Spruce	10.5	Good				
9709	*Picea pungens*	Blue Spruce	8	Good				
9710	*Picea pungens*	Blue Spruce	11	Good				
9711	*Picea pungens*	Blue Spruce	9.5	Fair				
9712	*Picea pungens*	Blue Spruce	10	Good				
9713	*Picea pungens*	Blue Spruce	9	Good				
9714	*Picea pungens*	Blue Spruce	10	Good				
9715	*Picea pungens*	Blue Spruce	10.5	Good				
9716	*Picea pungens*	Blue Spruce	10.5	Good				
9717	*Picea pungens*	Blue Spruce	8.5	Good				
9718	*Tilia americana*	Basswood	10.5	Good				
9719	*Pinus resinosa*	Red Pine	14.5	Good				
9720	*Pinus resinosa*	Red Pine	13.5	Good				
9721	*Pinus resinosa*	Red Pine	8	Dead				
9722	*Pinus resinosa*	Red Pine	12	Good				
9723	*Pinus resinosa*	Red Pine	14	Good				

Tree Tag #	*Scientific Name*	Common Name	DBH (inches)	Condition	Regulated Woodland	To Be Removed	CRITICAL ROOT ZONE	CRITICAL ROOT ZONE POSSIBLE IMPACT
9724	*Pinus resinosa*	Red Pine	11.5	Good				
9725	*Pinus resinosa*	Red Pine	10	Good		Y		
9726	*Picea pungens*	Blue Spruce	10.5	Good		Y		
9727	*Picea pungens*	Blue Spruce	14	Good		Y		
9728	*Picea pungens*	Blue Spruce	10	Good		Y		
9729	*Picea pungens*	Blue Spruce	10	Good		Y		
9730	*Picea pungens*	Blue Spruce	8.5	Good		Y		
9731	*Picea pungens*	Blue Spruce	11.5	Good		Y		
9732	*Picea pungens*	Blue Spruce	10	Good		Y		
9733	*Picea pungens*	Blue Spruce	10.5	Good				
9734	*Picea pungens*	Blue Spruce	12	Good				
9735	*Picea pungens*	Blue Spruce	13	Good				
9736	*Picea pungens*	Blue Spruce	12	Good				
9737	*Pyrus calleryana*	Bradford Pear	15	Fair				
9738	*Pinus resinosa*	Red Pine	12	Good				
9739	*Pinus resinosa*	Red Pine	13	Good				
9740	*Pinus resinosa*	Red Pine	15	Good				
9741	*Pinus resinosa*	Red Pine	10	Good				
9742	*Pinus resinosa*	Red Pine	12.5	Good				
9743	*Pinus resinosa*	Red Pine	10.5	Good				
9744	*Pinus resinosa*	Red Pine	11.5	Good				
9745	*Pinus resinosa*	Red Pine	12.5	Good				
9746	*Pinus resinosa*	Red Pine	12	Good				
9747	*Pinus resinosa*	Red Pine	12.5	Good				
9748	*Pinus resinosa*	Red Pine	14	Good				
9749	*Picea abies*	Norway Spruce	13	Good				
9750	*Picea abies*	Norway Spruce	10.5	Good				
9751	*Picea abies*	Norway Spruce	9.5	Good				
9752	*Picea abies*	Norway Spruce	9	Good				
9754	*Picea abies*	Norway Spruce	10.5	Good				
9755	*Picea pungens*	Blue Spruce	10	Good				
9756	*Pyrus calleryana*	Bradford Pear	11.5	Good				
9757	*Picea pungens*	Blue Spruce	9	Good				
9758	*Picea pungens*	Blue Spruce	11	Good				
9760	*Picea pungens*	Blue Spruce	9.5	Good				
9761	*Picea pungens*	Blue Spruce	9	Good				
9762	*Picea pungens*	Blue Spruce	10.5	Good				
9763	*Populus deltoides*	Cottonwood	13	Good		Y		
9764	*Salix nigra*	Black Willow	10	Fair		Y		
9765	*Salix nigra*	Black Willow	12	Good		Y		
9767	*Salix nigra*	Black Willow	9	Good		Y		
9768	*Salix nigra*	Black Willow	8.5	Fair				
9769	*Populus deltoides*	Cottonwood	25	Good				
9770	*Populus deltoides*	Cottonwood	14.5	Good				
9771	*Quercus bicolor*	Swamp White Oak	14	Good				
9772	*Juniperus virginiana*	Eastern Redcedar	11.5	Good				
9773	*Populus deltoides*	Cottonwood	35.5	Good				
9774	*Ulmus americana*	American Elm	8	Poor				
9775	*Ulmus americana*	American Elm	14	Dead				

Regulated Woodlands Replacement Calculations	
Total Trees Removed	56
Total Regulated Woodland Trees Remove	20
Trees 8" < 11" Removed	7
Trees 11" < 20" Removed	18
Trees 20" < 29" Removed	12
Trees >30" Removed	16
Total Replacement Trees Required	53

NOTES:
TREE SURVEY WAS PERFORMED BY ATWELL LLC. ON 04/18/2025

NO TREES OVER 36" D.B.H ARE BEING REMOVED. TREE REPLACEMENT BASED ON WOODLANDS TABLE IN SECTION 37-8 OF THE WOODLANDS PROTECTION NOVI CODE OF ORDINANCES.

ALL REPLACEMENT TREES SHALL BE TWO AND ONE-HALF (2 1/2) INCHES CALIPER OR GREATER.ALL REPLACEMENT TREES SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMAN STANDARDS.

NOT ALL REMOVALS OF TREES ON-SITE ARE OF REGULATED TREES

NOT FOR CONSTRUCTION

Know what's below. Call before you dig.
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURE OR OF ANY OTHER PERSONS.

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(248) 447-2000

SECTION 17
TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

AVALON PARK DEVELOPMENT, LLC

CAMELOT PARC TOWNHOMES
PSLR OVERLAY CONCEPT PLAN
TREE LIST

DATE
JAN 24, 2025

2025-06-17 PER CITY
2025-08-07 PER CITY
2025-12-15 PER CITY
2026-01-09 PER CITY
2026-02-12 REVISIONS
2026-03-11 REVISIONS

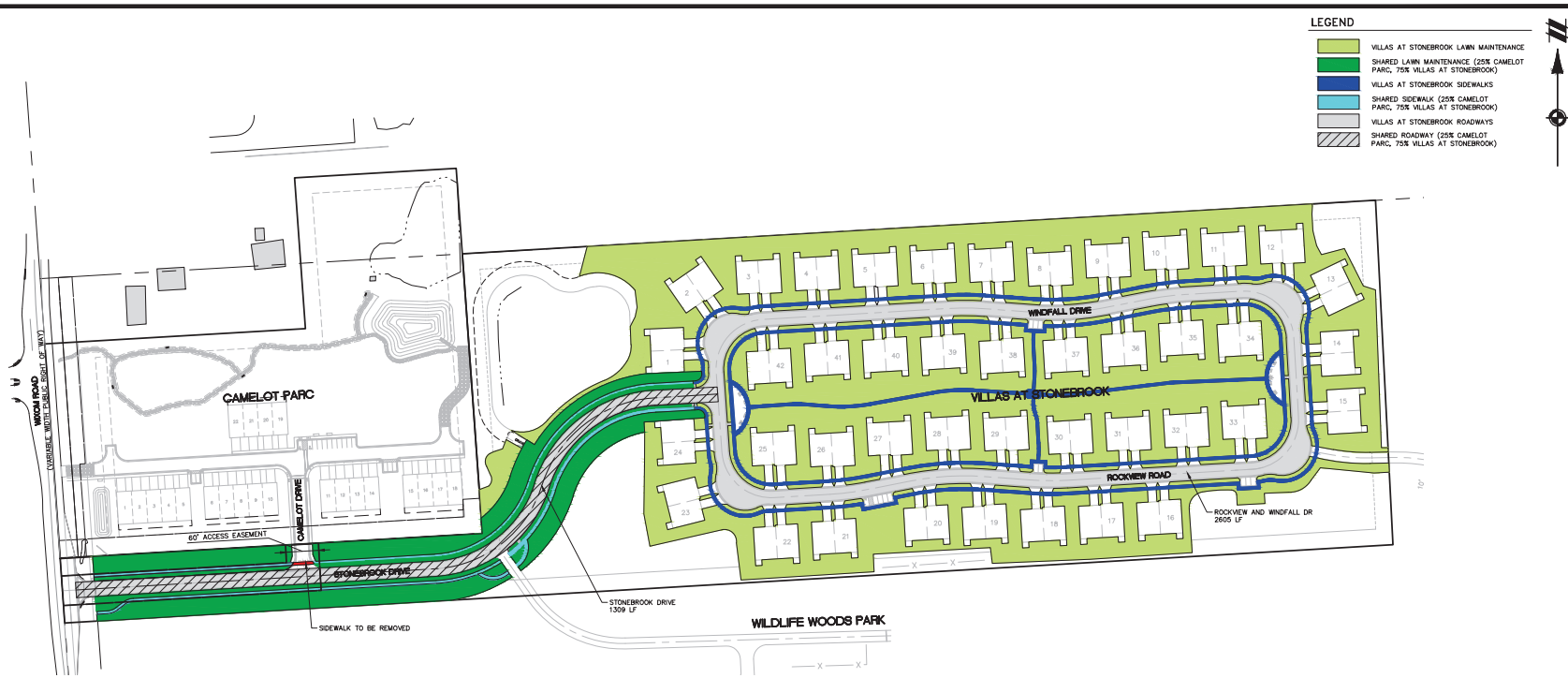
REVISIONS

NA NA NA
N/A

DRAWN BY: MM
CHECKED BY: JK
P.M.: JKIME
JOB # 20004113
FILE CODE: –
SHEET NO. 11

CAD FILE: 20004113C-02-EC.DWG

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VILLAS AT STONEBROOK PAVEMENT MAINTENANCE CONTRIBUTION CALCULATION

		Percentage of Units
Villas at Stonebrook Condo Units	84	79%
Camelot Parc Townhome Units	22	21%
Total Number of Units	106	100%
Total Villas at Stonebrook Pavement Area (SF)	197,466	
Exclusive Use by Villas at Stonebook (SF)	147,724	100% VAS Cost
Camelot Parc Shared Pavement Maintenance Area (SF)*	49,742	25% Camelot / 75% VAS Cost
Camelot Parc Contribution to Shared Pavement Maintenance	**25%**	

*Camelot Parc shared pavement area is based on contribution toward Stonebrook Drive, 28 feet wide road plus 5 foot sidewalk on both sides multiplied by the length of Stonebrook Drive (1309 LF)

VILLAS AT STONEBROOK LAWN MAINTENANCE CONTRIBUTION CALCULATION

		Percentage of Units
Villas at Stonebrook Condo Units	84	79%
Camelot Parc Townhome Units	22	21%
Total Number of Units	106	100%
Total Villas at Stonebrook Lawn Maintenance Area (SF)	709,541	
Exclusive Use by Villas at Stonebook (SF)	602,203	100% VAS Cost
Camelot Parc Shared Lawn Maintenance Area (SF)*	107,338	25% Camelot / 75% VAS Cost
Camelot Parc Contribution to Shared Lawn Maintenance	**25%**	

*Camelot Parc shared lawn area is based on assumed 120 foot wide corridor, less 28 feet wide road, less 5 foot sidewalk on both sides, multiplied by the length of Stonebrook Drive (1309 LF)

THIS EXHIBIT AND CALCULATION ARE FOR FINANCIAL CONTRIBUTION CALCULATION PURPOSES ONLY. MAINTENANCE RESPONSIBILITIES FOR THE DETENTION POND LANDSCAPING AND YARDS OF THE ADJACENT HOMES ALONG THIS CORRIDOR REMAIN THE RESPONSIBILITY OF THE VILLAS AT STONEBROOK AND ARE NOT A SHARED EXPENSE.

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CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES OR OF ANY OTHER PERSONS.
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SECTION 17
TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

AVALON PARK DEVELOPMENT, LLC

CAMELOT PARC TOWNHOMES
PSLR OVERLAY CONCEPT PLAN
CAMELOT PARC SHARED
MAINTENANCE PLANS

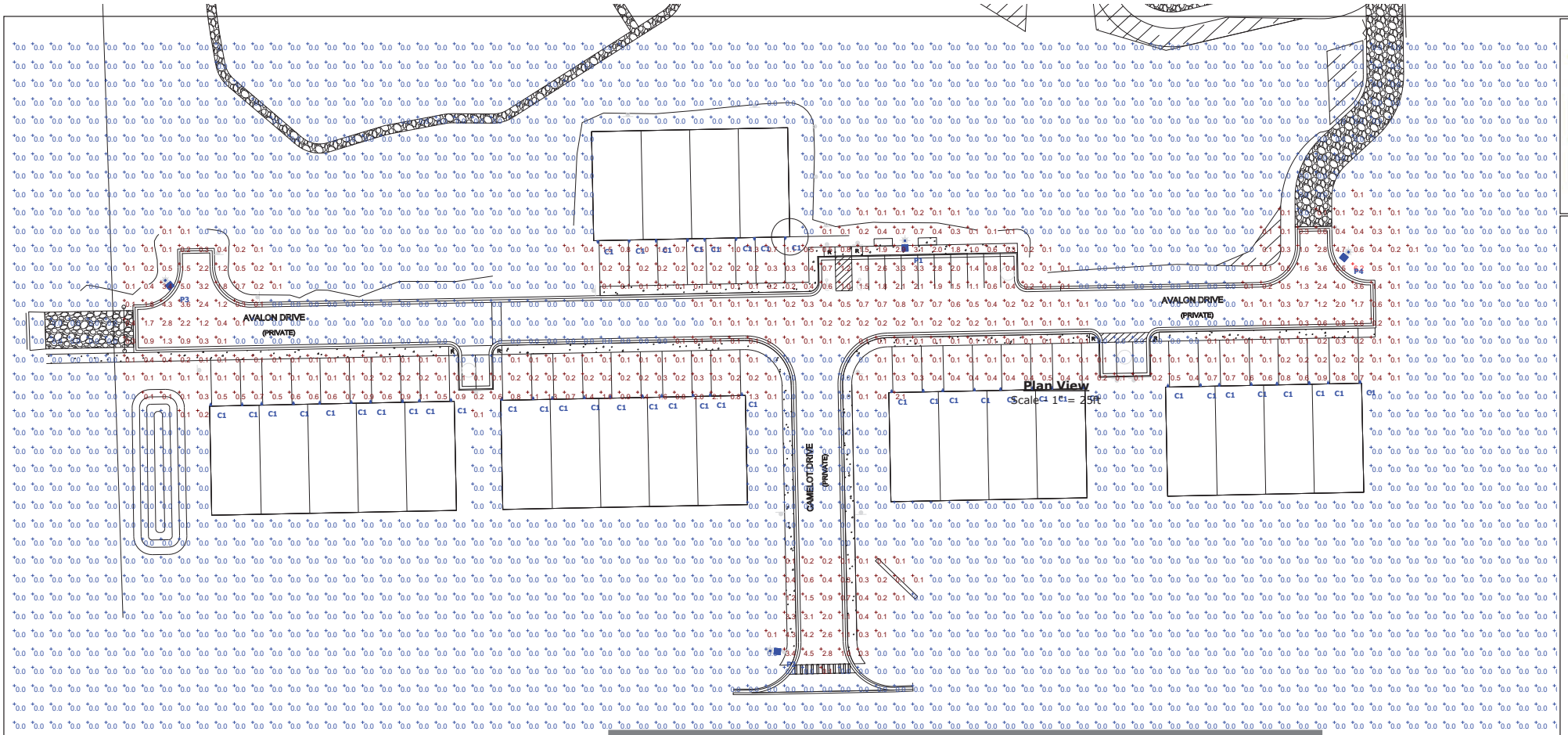
DATE
JAN 24, 2025

2025-06-17 PER CITY
2025-08-07 PER CITY
2025-12-15 PER CITY
2026-01-09 PER CITY
2026-02-12 REVISIONS
2026-03-11 REVISIONS

REVISIONS

0 50 100
SCALE: 1" = 100 FEET
DRAWN BY: MM
CHECKED BY: JK
P.M.: JKIME
JOB #: 20004113
FILE CODE: --
SHEET NO. 12

CAD FILE: 20004113C-08-MAINT.DWG



Plan View
Scale: 1" = 25ft

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Overall/Grade	+	0.1 fc	6.2 fc	0.0 fc	N/A	N/A

Schedule

Symbol	Label	QTY	Manufacturer	Catalog	Description	Lamp Output	LLF	Input Power	Mounting Height
	P1	1	Lithonia Lighting	DSX1 LED P2 30K 80CRI T2M HS	D-Series Size 1 Area Luminaire P2 Performance Package 3000K CCT 80 CRI Type 2 Medium Houseside Shield	7683	0.9	67.7927	15'-0"
	P2	1	Lithonia Lighting	DSX1 LED P1 30K 80CRI RCCO EGS	D-Series Size 1 Area Luminaire P1 Performance Package 3000K CCT 80 CRI Right Corner Cutoff Extreme Backlight Control External Glare Shield	5070	0.9	50.9	15'-0"
	P3	1	Lithonia Lighting	DSX1 LED P1 30K 80CRI T3LG EGS	D-Series Size 1 Area Luminaire P1 Performance Package 3000K CCT 80 CRI Type 3 Low G Rating External Glare Shield	5758	0.9	50.9	15'-0"
	P4	1	Lithonia Lighting	DSX1 LED P1 30K 80CRI T4LG	D-Series Size 1 Area Luminaire P1 Performance Package 3000K CCT 80 CRI Type 4 Low G Rating	6432	0.9	50.9	15'-0"
	C1	44	Generation Lighting	8338701-12	Small One Light Downlight	616	0.9	5.7	6'-0"

General Note
1. SEE SCHEDULE FOR LUMINAIRE MOUNTING HEIGHT.
2. SEE LUMINAIRE SCHEDULE FOR LIGHT LOSS FACTOR.
3. CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: GRADE

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIRMENTS DEFINED IN ASHRAE 90.1 2013. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT CONTROLS@GASSERBUSH.COM OR 734-266-6705.

Alternates Note
THE USE OF FIXTURE ALTERNATES MUST BE RESUBMITTED TO THE CITY FOR APPROVAL.

Ordering Note
FOR INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

Drawing Note
THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

Mounting Height Note
MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.

CAMELOT PARC
EXTERIOR PHOTOMETRIC PLAN
GASSER BUSH ASSOCIATES
WWW.GASSERBUSH.COM

Designer
BK
Date
07/30/2025
Scale
Not to Scale
Drawing No.
#22-81512 V6



D-Series Size 1
LED Area Luminaire

d"series

Catalog Number

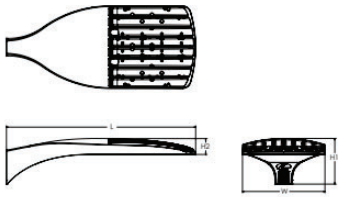
Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements

Specifications

EPA:	0.69 ft² (0.06 m²)
Length:	32.71" (83.1 cm)
Width:	14.26" (36.2 cm)
Height H1:	7.88" (20.0 cm)
Height H2:	2.73" (6.9 cm)
Weight:	34 lbs (15.4 kg)



Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX1 LED P7 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX1 LED

Series	LEDs	Color temperature	Color Rendering Index	Distribution	Voltage	Mounting
DSX1 LED	**Forward optics** P1 P6 P2 P7 P3 P8 P4 P9 P5 **Rotated optics** P10 P12 P11 P13	(this section 70CRI only) 30K 3000K 40K 4000K 50K 5000K (this section 80CRI only, extended lead times apply) 27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K 5000K	70CRI 70CRI 70CRI 80CRI 80CRI 80CRI 80CRI 80CRI	AFR Automotive front row T1S Type I short T2M Type II medium T3M Type III medium T3LG Type III low glare T4M Type IV medium T4LG Type IV low glare TFTM Forward throw medium T5M Type V medium T5LG Type V low glare T5W Type V wide BLC3 Type III backlight control BLC4 Type IV backlight control LCCO Left corner cutoff RCCO Right corner cutoff	MVOLT (120V-277V) HVOLT (347V-480V) XVOLT (277V - 480V) 120 208 240 277 347 480	**Shipped included** SPA Square pole mounting (#8 drilling) RPA Round pole mounting (#8 drilling) SPA5 Square pole mounting #5 drilling RPA5 Round pole mounting #5 drilling SPA8N Square narrow pole mounting #8 drilling WBA Wall bracket MA Mast arm adapter (mounts on 2 3/8" OD horizontal tenon)

Control options		Other options		Finish (required)	
Shipped installed		**Shipped installed**		DDBXD	Dark Bronze
NLTAIR2 PIRHN	nLight AIR gen 2 enabled with bi-level motion / ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc	SPD20KV	20KV surge protection	DBLXD	Black
PIR	High/low, motion/ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc	HS	Houseside shield (black finish standard)	DNAXD	Natural Aluminum
PER	NEMA twist-lock receptacle only (controls ordered separate)	L90	Left rotated optics	DWHXD	White
PERS	Five-pin receptacle only (controls ordered separate)	R90	Right rotated optics	DDBTXD	Textured dark bronze
PER7	Seven-pin receptacle only (controls ordered separate)	CCE	Coastal Construction	DBLBXD	Textured black
FAO	Field adjustable output	HA	50°C ambient operation	DNATXD	Textured natural aluminum
BL30	Bi-level switched dimming, 30%	BAA	Buy America(n) Act Compliant	DWHGXD	Textured white
BL50	Bi-level switched dimming, 50%	SF	Single fuse (120, 277, 347V)		
DMG	0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately)	DF	Double fuse (208, 240, 480V)		
DS	Dual switching	**Shipped separately**			
		EGSR	External Glare Shield (reversible, field install required, matches housing finish)		
		BSDB	Bird Spikes (field install required)		

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GENERATION LIGHTING

8338701-12: Small One Light Downlight Outdoor Wall Lantern



Collection: Sevier

Supplied with 6.5-inches of wire

For an eco-friendly lighting design, convert to LED bulbs to offer savings and reduce energy

Designed for damp and wet environments allowing for direct water contact

1-year manufacturer warranty

Meets Title 24 energy efficiency standards

UPC #:785652027550

Finish: Black (12)

Dimensions:

Width: 6 1/2"
Height: 12 1/2"
Weight: 2.2 lbs.
Extends: 7 3/4"
Wire: 6 1/2" (color/Black/White)
Mounting Proc.: Cap Nuts
Connection: Mounted To Box

Bulbs:

1 - Medium A19 100w Max. 120v - Not included

Features:

- Clear bulb(s) recommended for this fixture
- Easily converts to LED with optional replacement lamps
- Meets Title 24 energy efficiency standards
- Title 24 compliant if used with Joint Appendix (JA8) approved light bulbs listed in the California Energy Commission Appliance database.

Material List:

1 Body - Die Cast Aluminum - Black

Safety Listing:

Safety Listed for Wet Locations

Instruction Sheets:

English (990W83387_1-SEV)

Shade / Glass / Diffuser Details:

Part	Material	Finish	Quantity	Item Number	Length	Width	Height	Diameter	Fitter Diameter	Shade Top Length	Shade Top Width	Shade Top Diameter
Panel	Glass	Clear	6			2 1/8	6					

Backplate / Canopy Details:

Type	Height / Length	Width	Depth	Diameter	Outlet Box Up	Outlet Box Down
Back Plate	5 3/8	4 1/2	7/8		2 3/4	9 3/4

Shipping Information:

Package Type	Product #	Quantity	UPC	Length	Width	Height	Cube	Weight	Frt. Class	UPS Ship
Individual	8338701-12	1	785652027550	16	10.25	9.25	0.878	3.3	250	Yes
NJ Pallet		96		48	40	77	85.556	316.8		No
NV Pallet		96		48	40	77	85.556	316.8		No

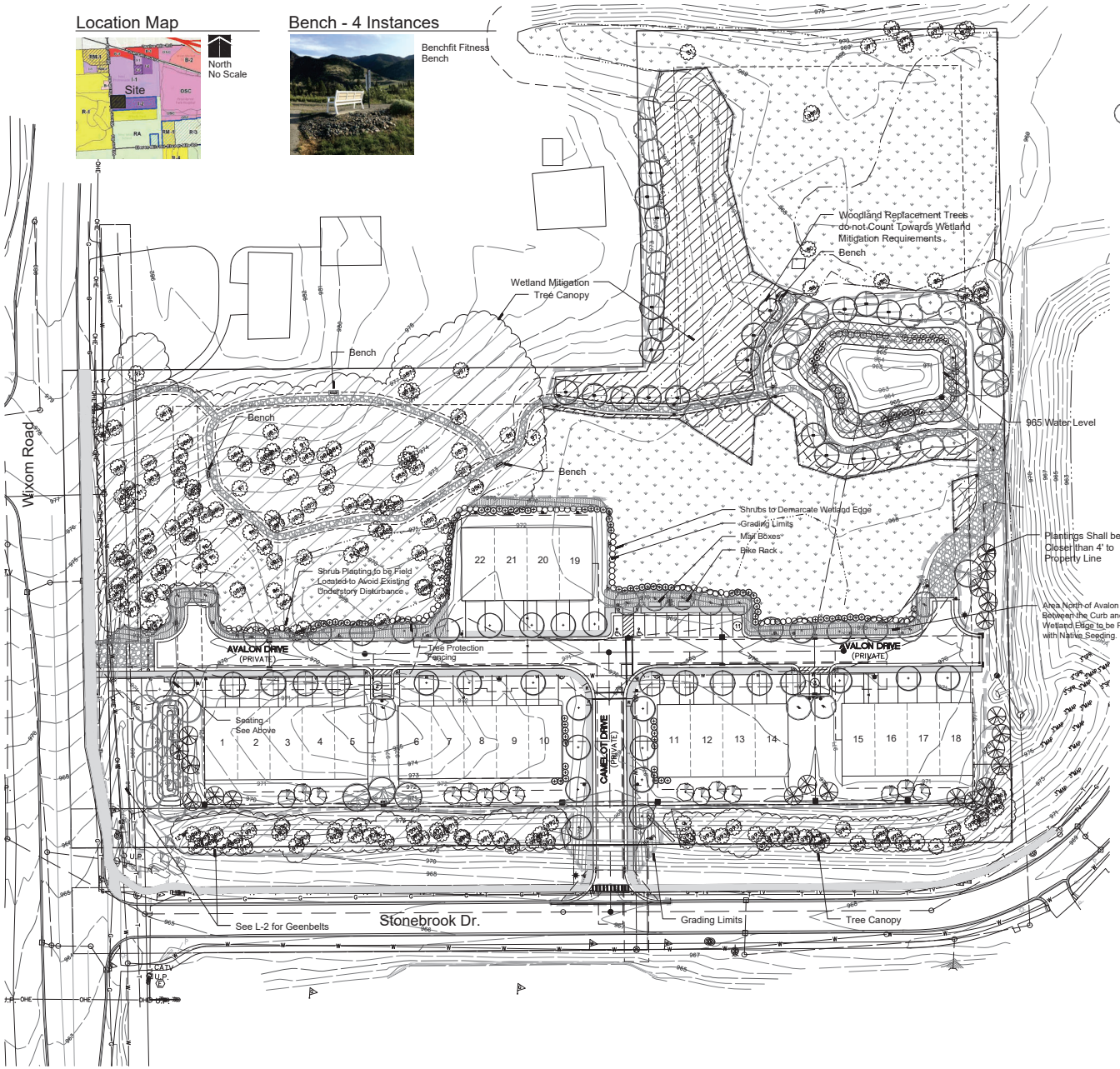
Generation Lighting reserves the right to revise the design of components of any product due to parts availability or change in safety listing standards without assuming any obligation or liability to modify any products previously manufactured and without notice. This literature depicts a product design that is the sole and exclusive property of Generation Lighting . In compliance with U.S copyright and patent requirements, notification is hereby presented in this form that this literature, or the product it depicts, is not to be copied, altered or used in any manner without the express written consent of, or contrary to the best interests of Generation Lighting, a Visual Comfort & Co brand.

CAMELOT PARC
EXTERIOR PHOTOMETRIC PLAN
GASSER BUSH ASSOCIATES
WWW.GASSERBUSH.COM

Designer BK
Date 06/16/2025
Scale Not to Scale
Drawing No. #22-81512 V5

Location Map

Bench - 4 Instances



Landscape Summary

Street Trees		
Street Frontage		1,642 l.f.
Less Drives	352 l.f.	
Net Frontage		1,290 l.f.
Trees Required		36.8 Trees (1,290 / 35)
Trees Provided		37 Trees
Multi-Family Trees		
Total Units		22 Units
Trees Required		66 Trees (22 x 3)
Trees Provided		66 Trees
Woodland Replacement		
Replacement Required		53 Trees
Total Trees Provided		40 Trees
Trees Provided		39 Trees
Large Shrubs		12 Trees (148 @ 6:1, 30% Max)
Native Seeding		2 Trees (723 s.y. @ 70:1, 5% Max)
Trees to be Paid into Fund		0 Trees
Detention Pond Plantings		
10' Low-Water Elevation		324 l.f.
Required Planting		227 l.f. (70%)
Planting Provided		245 l.f. (75.6%)
Pond Frontage for Trees		190'
Trees Required		5.4 Trees (190 / 35)
Trees Provided		8 Trees

Notes:

- Soils Information is Shown on Sheet 2.
- Trees Shall be Planted 10' from Sanitary Sewer, Utility Structures Including Hydrants and 5' from Utility Lines.
- Tree Shall not Be Planted within 4' of Property Lines.
- Snow Shall be Deposited Adjacent to Drives and within the Curb Lawn. Any Damaged Trees Shall be Replaced as Needed.
- All Utility Boxes Shall be Screen per Detail on Sheet L-3. Approximately 8-12 Shrubs will be Required per Box.
- No Overhead Lines Exist.
- See Sheet 3 for Phragmites Locations and Removal. Japanese Knotweed is not Present on this Site.
- An Irrigation Plan will be Provided for Stamping Sets.

Requested Waivers:

1. Landscape Waiver from Sec. 5.5.3.B.ii for Deficiency of Required Wixom Road Street Lawn Trees Due to Preservation of Existing Woodland.
2. Landscape Waiver from Sec. 5.5.3.B.i.i.f for Deficiency of Wixom Road and Stonebrook Drive Greenbelt Plantings Due to Preservation of Existing Vegetation.

Stormwater Seed Mix



Native Connections

Stormwater Mix

6,118 s.f. Total Area
34.2 lbs. per Acre Application Rate
4.8 lbs. of Detention Seed Mix Required
3"-6" of Topsoil with 20%-30% Compost Shall be Placed in this Area.

Note:
Contractor Shall Provide Proof of Seed to be Used in the Form of an Invoice or Photo of the Seed Bag to rmeader@cityofnovi.org for Approval Prior to Installation. If an Unacceptable Seed Mix is Used, the City Reserves the Right to Destroy the Plants and Re-seed with and Acceptable Mix at the Developer's Expense.

ALLENDESIGN
LAND PLANNING / LANDSCAPE ARCHITECTURE
557 Carpenter
Northville, Michigan 48167
e. jca@wideopenwest.com
t. 248.467.4668

Seal:



Title:

Conceptual Landscape Plan

Project:

Camelot Parc
Novi, Michigan

Prepared for:

Avalon Park Development, LLC
14955 Technology Drive
Shelby Township, Michigan 48315
248.890.5897

Revision:	Issued:
Submission	January 24, 2025
Revised	June 16, 2025
Revised	August 7, 2025
Revised	January 9, 2026
Revised	March 11, 2026

Job Number:

25-006

Drawn By:	Checked By:
jca	jca

0' 10' 20' 40'

NORTH
1"=40'

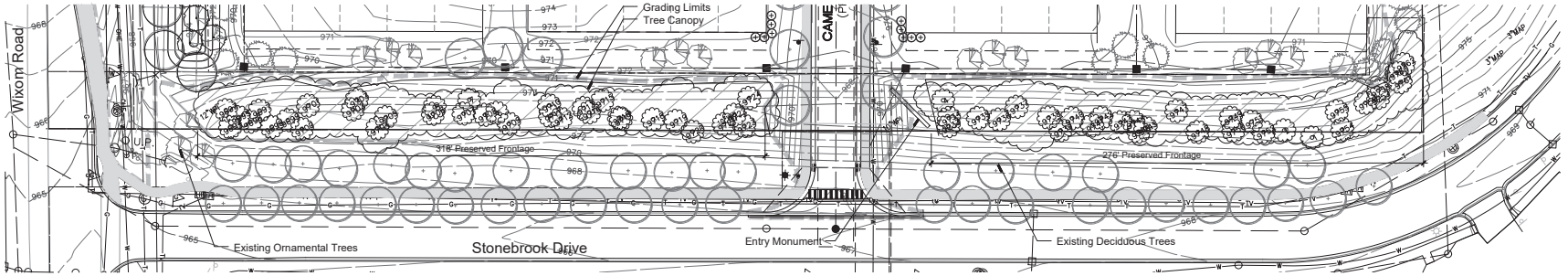
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L-1

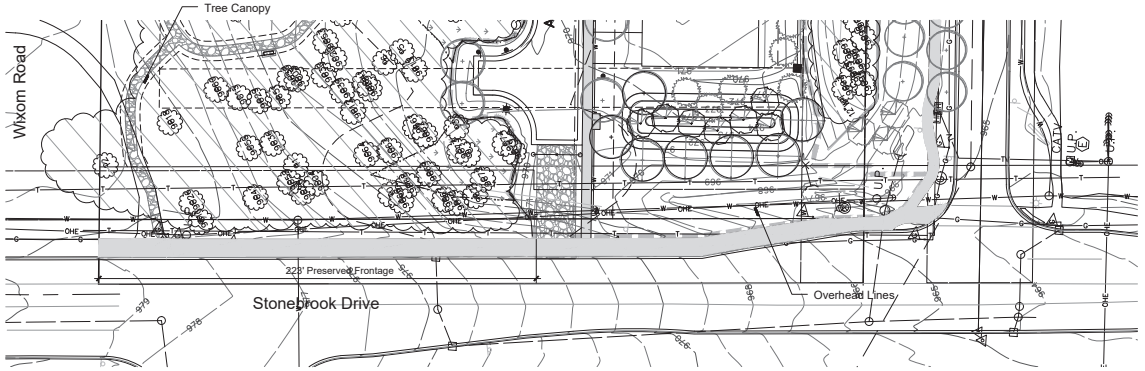
Know what's below. Call before you dig.

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Stonebrook Drive Greenbelt

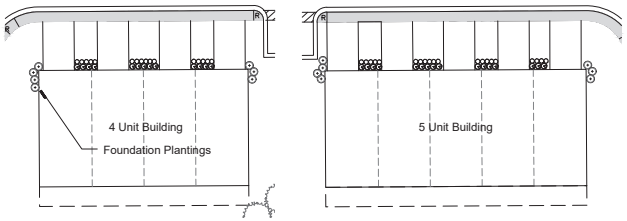


Wixom Road Greenbelt



Typical Units

1"=30'



Unit Type	Unit Length	Required Landscape (35%)	Landscape Provided
4 Unit	107'	37.5'	42.8'
5 Unit	133.5'	46.7'	53.2'

Landscape Summary

Wixom Road

Street Lawn

Total Street Frontage	391 l.f.
Less Drive Opening	20 l.f.
Less Preserved Frontage	223 l.f.
Net Street Frontage	148 l.f.
Trees Required	4.2 Trees (148 / 35)
Trees Provided	4 Trees

Greenbelt Plantings

Total Street Frontage	391 l.f.
Less Drive Opening	20 l.f.
Less Preserved Frontage	223 l.f.
Net Street Frontage	148 l.f.
Canopy Trees Required	3.7 Trees (148 / 40)
Canopy Trees Provided	4 Trees
Sub-Canopy Trees Required	7.4 Trees (148 / 20)
Sub-Canopy Trees Provided	7 Trees

Stonebrook Drive

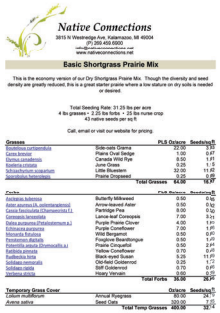
Street Lawn

Total Street Frontage	710 l.f.
Less Drive Opening	28 l.f.
Net Street Frontage	682 l.f.
Trees Required	19.5 Trees (682 / 35)
Trees Provided	24 Trees (24 Existing)

Greenbelt Plantings

Total Street Frontage	710 l.f.
Less Drive Opening	28 l.f.
Less Preserved Frontage	594 l.f.
Net Street Frontage	88 l.f.
Canopy Trees Required	2.2 Trees (88 / 40)
Canopy Trees Provided	4 Trees (4 Existing)
Sub-Canopy Trees Required	3.5 Trees (88 / 25)
Sub-Canopy Trees Provided	4 Trees (3 Existing)

Basic Shortgrass Seed Mix



Native Connections
3015 N Westnedge Ave, Kalamazoo, MI 49004
(P) 269.492.6060
www.nativeconnections.net

Basic Shortgrass Prairie Mix

This is the economy version of our Dry Shortgrass Prairie Mix. Though the diversity and seed density are greatly reduced, this is a great starter prairie where a low stature on dry soils is needed or desired.

Total Seeding Rate: 31.25 lbs per acre
4 lbs grasses + 2.25 lbs forbs + 25 lbs nurse crop
43 native seeds per sq ft

Call, email or visit our website for pricing.

Grasses		PLS Ounces	Seeding%
Bouteloua curtipendula	Side-oats Grama	22.00	3.30
Carex bicknellii	Prairie Oval Sedge	1.00	0.47
Elymus canadensis	Canada Wild Rye	8.00	1.87
Koeleria cristata	June Grass	0.25	1.10
Schizachyrium scoparium	Little Bluestem	32.00	11.40
Sporobolus heterolepis	Prairie Dropseed	1.00	0.40
	Total Grasses	64.25	18.57
Forbs		PLS Ounces	Seeding%
Asclepias tuberosa	Butterfly Milkweed	8.00	0.92
Asclepias viridiflora (Asclepias lanceolata)	Arrow-leaved Aster	0.50	0.10
Coreopsis lanceolata	Partridge Pea	8.00	0.92
Coreopsis tripteris	Lance-leaf Coreopsis	7.00	0.81
Dalea purpurea (Petalostemum p.)	Purple Prairie Clover	4.00	1.91
Echinacea purpurea	Purple Coneflower	7.00	1.81
Hierochloe flavicans	Yellow Giant Hyssop	0.50	0.10
Penstemon digitalis	Foxglove Beardtongue	0.50	0.10
Ratibida pinnata (Dracocephalis s.)	Prairie Coneyflor	0.50	2.91
Ratibida pinnata	Yellow Coneflower	0.75	0.41
Rudbeckia hirta	Black-eyed Susan	5.25	11.81
Solidago nemoralis	Old-field Goldenrod	0.25	0.41
Solidago rigida	Stiff Goldenrod	0.75	0.41
Veronica virginica	Honey Vervain	0.50	0.10
	Total Forbs	34.00	20.41
Temporary Grass Cover		Ounces	Seeding%
Lolium multiflorum	Annual Ryegrass	80.00	24.1
Avena sativa	Seed Oats	320.00	37.0
	Total Temp Grasses	400.00	58.4

5,790 s.f. Total Area
31.3 lbs. per Acre Application Rate
4.1 lbs. of Seed Mix Required
3"-6" of Topsoil Shall be Placed in this Area.

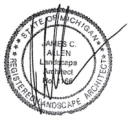
Note:
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811 Know what's below. Call before you dig.

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ALLENDESIGN
LAND PLANNING / LANDSCAPE ARCHITECTURE
557 Carpenter
Northville, Michigan 48167
e. jca@wideopenwest.com
t. 248.467.4668

Seal:



Title:

Greenbelt Plan

Project:

Camelot Parc
Novi, Michigan

Prepared for:

Avalon Park Development, LLC
14955 Technology Drive
Shelby Township, Michigan 48315
248.890.5897

Revision:	Issued:
Submission	January 24, 2025
Revised	June 16, 2025
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Job Number:

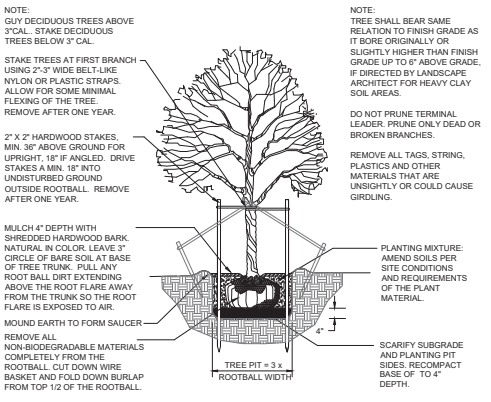
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Drawn By:	Checked By:
jca	jca



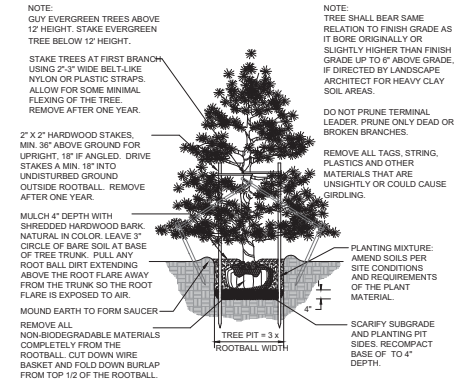
Sheet No.

L-2



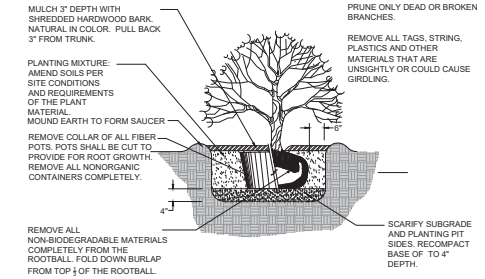
DECIDUOUS TREE PLANTING DETAIL

Not to scale



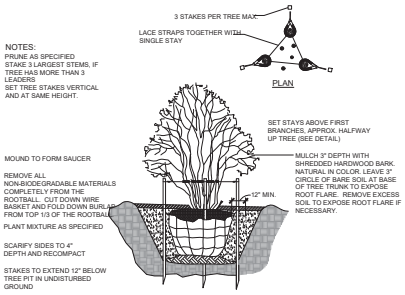
EVERGREEN TREE PLANTING DETAIL

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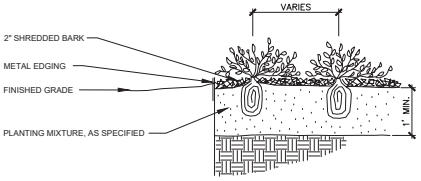
SHRUB PLANTING DETAIL

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MULTI-STEM TREE PLANTING DETAIL

NOT TO SCALE

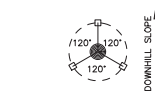


TRANSFORMER SCREENING DETAIL

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PERENNIAL PLANTING DETAIL

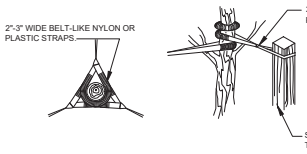
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NOTE:
ORIENT STAKING/GUYING TO PREVAILING WINDS, EXCEPT ON SLOPES GREATER THAN 3:1 ORIENT TO SLOPE.

USE SAME STAKING/GUYING ORIENTATION FOR ALL PLANTS WITHIN EACH GROUPING OR AREA

STAKING/GUYING LOCATION

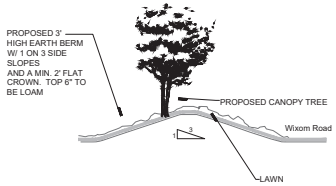


GUYING DETAIL

STAKING DETAIL

TREE STAKING DETAIL

Not to scale



Berm Detail

HORIZONTAL SCALE: 1"=10'

LANDSCAPE NOTES

1. All plants shall be north Midwest American region grown, No. 1 grade plant materials, and shall be true to name, free from physical damage and wind burn.
2. Plants shall be full, well-branched, and in healthy vigorous growing condition.
3. Plants shall be watered before and after planting is complete.
4. All trees must be staked, fertilized and mulched and shall be guaranteed to exhibit a normal growth cycle for at least two (2) full years following City approval.
5. All material shall conform to the guidelines established in the most recent edition of the American Standard for Nursery Stock.
6. Provide clean backfill soil, using material stockpiled on site. Soil shall be screened and free of any debris, foreign material, and stone.
7. "Agriform" tabs or similar slow-release fertilizer shall be added to the planting pits before being backfilled.
8. Amended planting mix shall consist of 1/3 screened topsoil, 1/3 sand and 1/3 compost, mixed well and spread to the depth as indicated in planting details.
9. All plantings shall be mulched per planting details located on this sheet.
10. The Landscape Contractor shall be responsible for all work shown on the landscape drawings and specifications.
11. No substitutions or changes of location, or plant types shall be made without the approval of the Landscape Architect.
12. The Landscape Architect shall be notified in writing of any discrepancies between the plans and field conditions prior to installation.
13. The Landscape Contractor shall be responsible for maintaining all plant material in a vertical condition throughout the guaranteed period.
14. The Landscape Architect shall have the right, at any stage of the installation, to reject any work or material that does not meet the requirements of the plans and specifications, if requested by owner.
15. Contractor shall be responsible for checking plant quantities to ensure quantities on drawings and plant list are the same. In the event of a discrepancy, the quantities on the plans shall prevail.
16. The Landscape Contractor shall seed and mulch or sod (as indicated on plans) all areas disturbed during construction, throughout the contract limits.
17. A pre-emergent weed control agent, "Preen" or equal, shall be applied uniformly on top of all mulching in all planting beds.
18. Sod shall be two year old "Baron/Cheriadelphi" Kentucky Blue Grass grown in a sod nursery on loam soil.

CITY OF NOVI NOTES

1. All landscape islands shall be backfilled with a sand mixture to facilitate drainage.
2. All proposed landscape islands shall be curbed.
3. All landscape areas shall be irrigated.
4. Overhead utility lines and poles to be relocated as directed by utility company of record.
5. Evergreen and canopy trees shall be planted a minimum of 10' from a fire hydrant, and manhole, 15' from overhead wires.
6. All plant material shall be guaranteed for two (2) years after City Approval and shall be installed and maintained according to City of Novi standards. Replace Failing Material within 3 Months of Discovering the Need for Replacement. One cultivation per month shall occur in June-August.
7. All proposed street trees shall be planted a minimum of 4' from both the back of curb and proposed walks.
8. All tree and shrub planting beds shall be mulched with shredded hardwood bark, spread to minimum depth of 4". All lawn area trees shall have a 4' diameter circle of shredded hardwood mulch 3" away from trunk. All perennial, annual and ground cover beds shall receive 2" of dark colored bark mulch as indicated on the plant list. Mulch is to be free from debris and foreign material, and shall contain no pieces of inconsistent size.
9. All Substitutions or Deviations from the Landscape Plan Must be Approved in Writing by the City of Novi Prior to their Installation.

NOTES:
THE APPROXIMATE DATE OF INSTALLATION FOR THE PROPOSED LANDSCAPE WILL BE MARCH 15 AND NOVEMBER 15.

THE SITE WILL BE MAINTAINED BY THE DEVELOPER IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE CITY OF NOVI ZONING ORDINANCE. THIS INCLUDES WEEDING AND WATERING AS REQUIRED BY NORMAL MAINTENANCE PRACTICES.

DEVELOPER SHALL BE RESPONSIBLE FOR REPLACING ANY TREES WITHIN UTILITY EASEMENTS THAT ARE DAMAGED THROUGH NORMAL MAINTENANCE OR REPAIRS.

PLANT MATERIALS SHALL BE GUARANTEED FOR 2 YEARS AND SHALL BE MAINTAINED IN ACCORDANCE WITH CITY ORDINANCES. WARRANTY PERIOD BEGINS AT THE TIME OF CITY APPROVAL. WATERING AS NECESSARY SHALL OCCUR DURING THIS WARRANTY PERIOD.

ANY SUBSTITUTIONS MUST BE SUBMITTED IN WRITING AND APPROVED BY THE CITY.

Know what's below. Call before you dig.

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LAND PLANNING / LANDSCAPE ARCHITECTURE
557 Carpenter
Northville, Michigan 48167
e. jca@wideopenwest.com
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Seal:



Title:

Landscape Details

Project:

Camelot Parc
Novi, Michigan

Prepared for:

Avalon Park Development, LLC
14955 Technology Drive
Shelby Township, Michigan 48315
248.890.5897

Revision:	Issued:
Submission	January 24, 2025
Revised	June 16, 2025
Revised	August 7, 2025
Revised	January 9, 2026
Revised	March 11, 2026

Job Number:

21-027

Drawn By:	Checked By:
jca	jca

Sheet No.

L-3

Camelot Park



INTERIOR UNIT FIRST FLOOR

SCALE: 1/4"= 1'-0"

FIRST FLOOR: 947 SQ. FT.
SECOND FLOOR: 1,002 SQ. FT.
TOTAL: 1,949 SQ. FT.

END UNIT FIRST FLOOR

SCALE: 1/4"= 1'-0"

FIRST FLOOR: 961 SQ. FT.
SECOND FLOOR: 1,011 SQ. FT.
TOTAL: 1,972 SQ. FT.

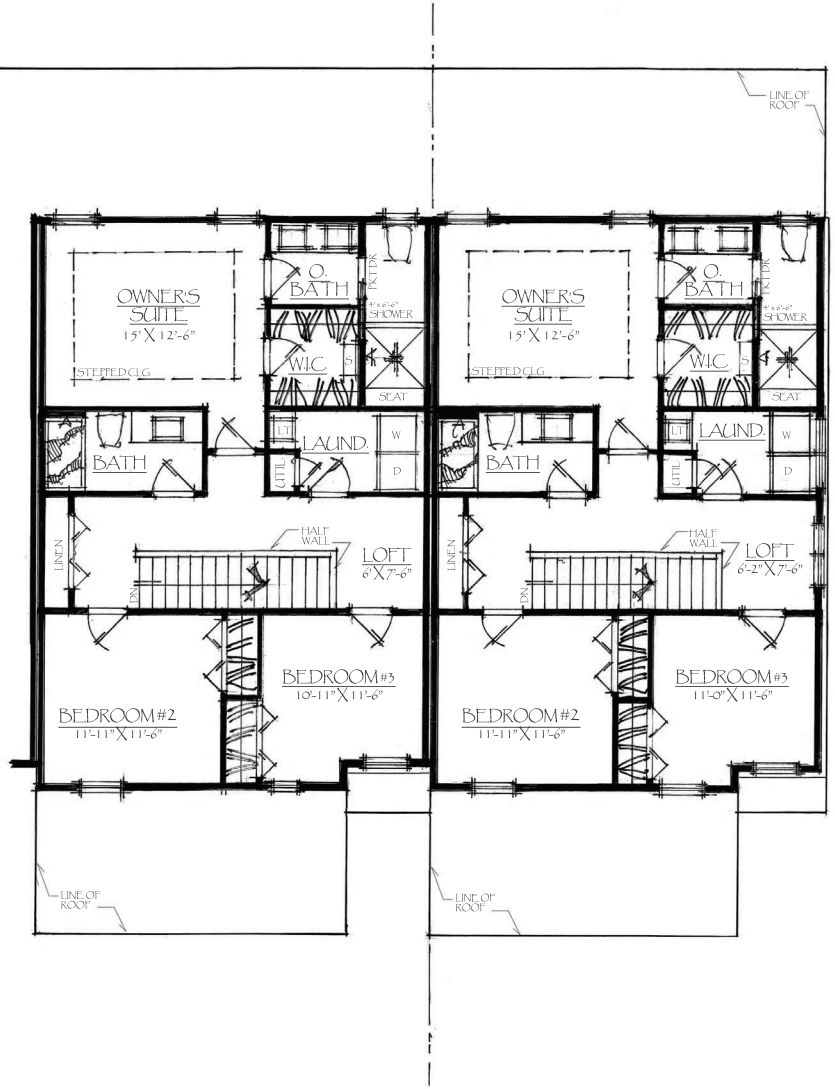
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Camelot Park



INTERIOR UNIT SECOND FLOOR
SCALE: 1/4"= 1'-0"

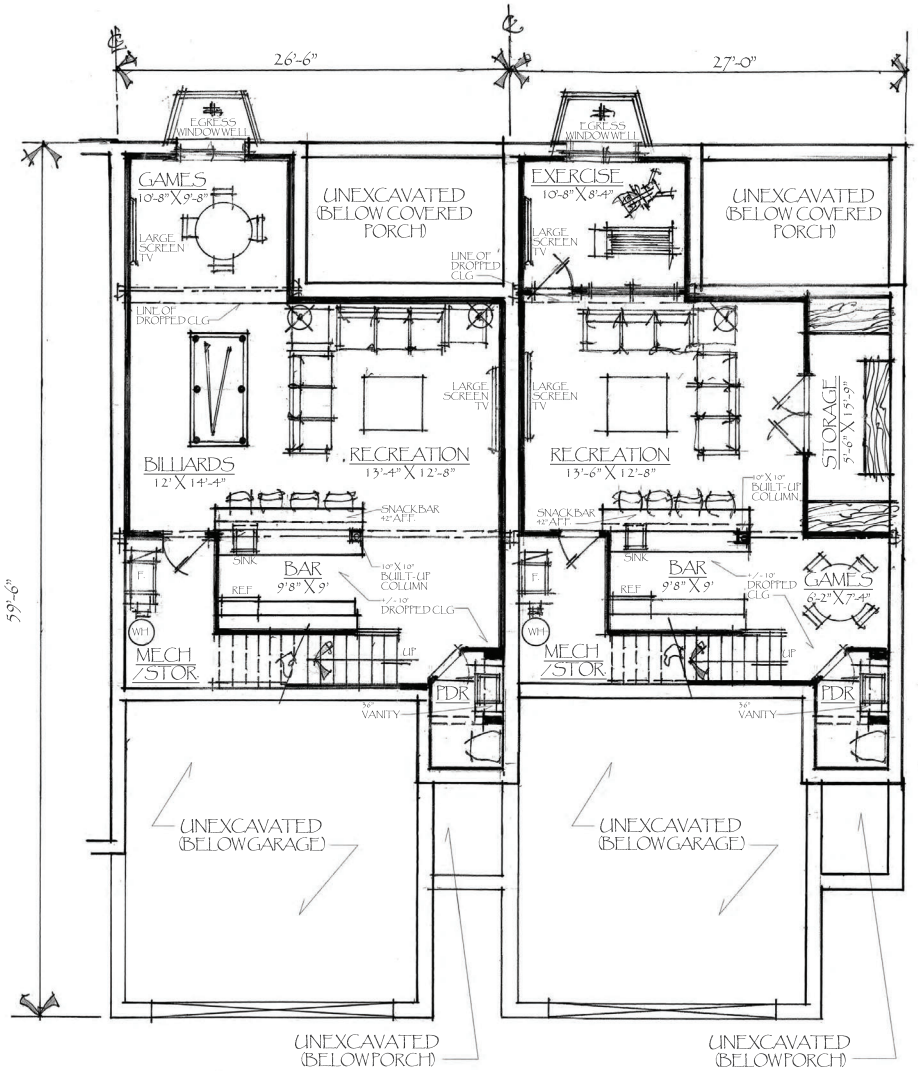
END UNIT SECOND FLOOR
SCALE: 1/4"= 1'-0"

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Camelot Park



INTERIOR UNIT LOWER LEVEL
SCALE: 1/4"= 1'-0"

END UNIT LOWER LEVEL
SCALE: 1/4"= 1'-0"

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Camelot Park



4,254 SQ FT. = 100%
3,518 SQ FT / 4,254 SQ FT =
83% BRICK
736 SQ FT / 4,254 SQ FT =
17% SIDING

3 PLEX - FRONT ELEVATION CONCEPT

SCALE: 1/4"= 1'-0"

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Camelot Park



3 PLEX - REAR ELEVATION CONCEPT

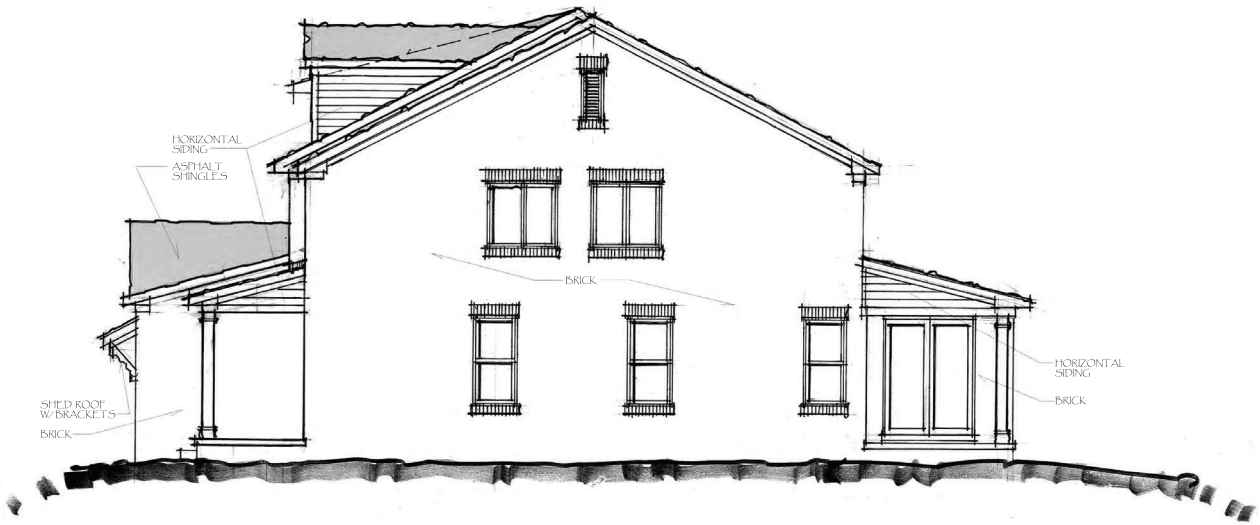
SCALE: 1/4"= 1'-0"

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Camelot Park



3 PLEX - RIGHT ELEVATION CONCEPT

SCALE: 1/4"= 1'-0"

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Camelot Park



4-PLEX - FRONT ELEVATION CONCEPT

SCALE: 1/4"= 1'-0"

5,202 SQ FT. = 100%
4, 256 SQ FT / 5,202 SQ FT =
82% BRICK
946 SQ FT / 5,202 SQ FT =
18% SIDING

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Camelot Park



4 PLEX - REAR ELEVATION CONCEPT

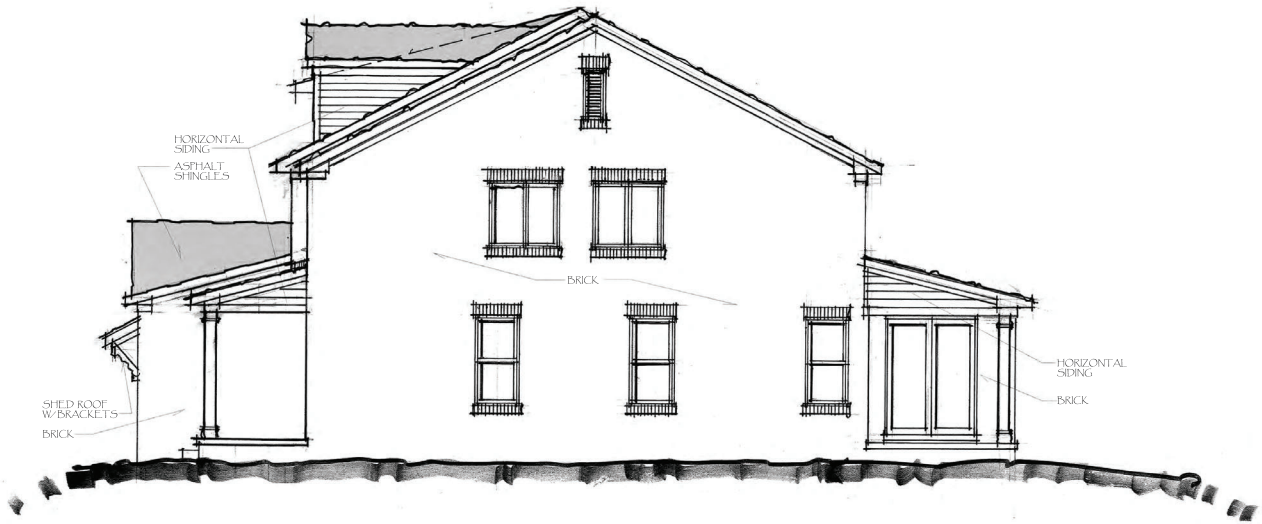
SCALE: 1/4"= 1'-0"

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Camelot Park



4 PLEX - RIGHT ELEVATION CONCEPT

SCALE: 1/4"= 1'-0"

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Camelot Park



5 PLEX - FRONT ELEVATION CONCEPT

SCALE: 1/4"= 1'-0"

6,189 SQ FT. = 100%
5,088 SQ FT / 6,198 SQ FT =
82% BRICK
1,110 SQ FT / 6,198 SQ FT =
18% SIDING

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Camelot Park



5 PLEX - REAR ELEVATION CONCEPT

SCALE: 1/4"= 1'-0"

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Camelot Park



5 PLEX - RIGHT ELEVATION CONCEPT

SCALE: 1/4"= 1'-0"

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EXHIBIT C: REVIEW LETTERS

PLAN REVIEW CENTER REPORT

February 2, 2026

Planning Review

Camelot Parc Townhomes

JSP25-02

PETITIONER

Avalon Park Development, LLC

REVIEW TYPE

2nd Revised PSLR Concept Plan

PROPERTY CHARACTERISTICS

Section	17	
Site Location	East side of Wixom Road, north of Eleven Mile Road; 22-17-300-019	
Site School District	Novi Community School District	
Site Zoning	R-1 One Family Residential with Planned Suburban Low-Rise Overlay (PSLR)	
Adjoining Zoning	North	I-1 Light Industrial & R-1: One-Family Residential with PSLR overlay
	East	I-2: General Industrial with PSLR overlay
	West	R-1: One-Family Residential
	South	I-2: General Industrial with PSLR overlay
Current Site Use	Vacant	
Adjoining Uses	North	Single family home, Retail shopping center (Novi Promenade)
	East	Two-family attached residential (Villas at Stonebrook)
	West	Island Lake residential subdivision
	South	Private road, Public park (Wildlife Woods Park)
Site Size	8.78 acres (Gross); 8.24 (Net)	
Plan Date	January 9, 2026	

PROJECT SUMMARY

The subject property is approximately 8.78 acres and undeveloped. It is zoned R-1, with an overlay of Planned Suburban Low Rise (PSLR). The applicant is proposing 22 attached housing units in five townhome buildings (2-stories). The concept plan indicates the main entrance to the development on Stonebrook Drive, with secondary gated emergency access provided on the west side connecting directly to Wixom Road. The applicant is proposing a trail for residents through the open space areas, and proposes wetland preservation and mitigation. Low rise multiple family is considered a Special Land Use in the PSLR overlay.

RECOMMENDATION

The PSLR Concept Plan is recommended for approval, if City Council finds the PSLR standards for approval have been met. Please see detailed comments in this and other review letters. The Planning Commission recommended approval of the project on September 10, 2025.

It is recommended that during site plan review the applicant continue to work on either reducing the wetland impact, or find additional area on-site to place the required mitigation. If that is not possible, the off-site mitigation for deficient area will need to be built elsewhere in the City under the terms of the Wetland & Watercourse Protection ordinance.

PSLR OVERLAY STANDARDS AND PROCEDURES

The PSLR Overlay District requires approval of a PSLR Overlay Development Agreement and Concept Plan by the City Council following a public hearing and recommendation from the Planning Commission.

In making its recommendation to the City Council, the Planning Commission shall consider the following: *(Staff comments are provided in italics and bracketed.)*

a. The PSLR Overlay Development Agreement and PSLR Overlay Concept Plan will result in a recognizable and substantial benefit to the ultimate users of the project and to the community. [*The applicant proposes a walking trail through a 0.92 acre area of woodland to be preserved, which is 0.1 acre more than the 10% of site area requirement. Most of this nature trail will be publicly accessible from an entrance on Wixom Road. The enhancements of the common open spaces are the walking trail and two benches, which are proposed for public access through an easement. Much of the property is wetland area to be preserved and wetland mitigation, with over 50% of the site to be placed in conservation easements. Removal of invasive species, native seeding, and habitat structures for wildlife are proposed to enhance the natural features of the property.]*
b. In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed type and density of use(s) will not result in an unreasonable increase in the use of public services, facilities and utilities, and will not place an unreasonable burden upon the subject property, surrounding land, nearby property owners and occupants, or the natural environment. *[The number of daily vehicle trips projected to be generated is 132, which is less than the threshold for a Traffic Study (750 trips). Peak hour trips also do not reach the thresholds. The proposed use is expected to have minimal impacts on the use of public services, facilities and utilities over what the underlying zoning would allow. The proposed concept plan impacts about 0.40 acres of existing 2.3 acres of wetlands and proposes removal of approximately 20 of the regulated woodland trees. The plan indicates 0.61 acre of mitigation measures on-site for the wetland, which is just short of the 0.65 acre required, and planting 40 woodland replacement credits on-site.]*
c. In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed development will not cause a negative impact upon surrounding properties. [*The proposed buildings are buffered by landscaping and preserved natural features. The multi-family residential use can serve as a transition from the two-family and one-family developments to the west, east and south and the commercial shopping center to the north.]*
d. The proposed development will be consistent with the goals and objectives of the City of Novi Master Plan, and will be consistent with the requirements of this Article [Article 3.1.27]. [*The proposed development could help provide for missing middle housing needs that are walkable to the commercial areas to the north, which is recommended in the City's Master Plan for Land Use. The layout for the site balances preservation of natural features with providing in-demand housing.]*

The City Council, after review of the Planning Commission's recommendation, consideration of the input received at the public hearing, and review of other information relative to the PSLR Overlay Development Agreement Application and PSLR Overlay Concept Plan, may Indicate its tentative approval of the PSLR Overlay Development Agreement Application and PSLR Overlay Concept Plan, and direct the City Administration and City Attorney to prepare, for review and approval by the City Council, a PSLR Overlay Development Agreement or deny the proposed PSLR Overlay Concept Plan.

If tentative approval is offered, following preparation of a proposed PSLR Overlay Development Agreement, the City Council shall make a final determination regarding the PSLR Overlay Concept Plan and Agreement.

After approval of the PSLR Overlay Concept Plan and Agreement, site plans shall be reviewed in accordance with the requirements of Section 6.1 and Section 3.21 of the Ordinance and for general compliance with the approved PSLR Overlay Development Agreement and PSLR Overlay Concept

Plan.

SPECIAL LAND USE CONSIDERATIONS

The concept plan is proposing low-rise multiple family residential in the PSLR district which requires a Special Land Use Permit. This must be approved by the Planning Commission in accordance with the requirements of Section 6.1.2.C for Special Land Uses and subject to the public hearing requirements set forth and regulated in Section 6.2.

Section 6.1.2.C of the Zoning Ordinance outlines specific factors the Planning Commission shall consider in the review of any Special Land Use:

i. Whether, relative to other feasible uses of the site, the proposed use will cause any detrimental impact on existing thoroughfares in terms of overall volumes, capacity, safety, vehicular turning patterns, intersections, view obstructions, line of sight, ingress and egress, acceleration/deceleration lanes, off-street parking, off-street loading/unloading, travel times and thoroughfare level of service.
ii. Whether, relative to other feasible uses of the site, the proposed use will cause any detrimental impact on the capabilities of public services and facilities, including water service, sanitary sewer service, storm water disposal and police and fire protection to service existing and planned uses in the area.
iii. Whether, relative to other feasible uses of the site, the proposed use is compatible with the natural features and characteristics of the land, including existing woodlands, wetlands, watercourses and wildlife habitats.
iv. Whether, relative to other feasible uses of the site, the proposed use is compatible with adjacent uses of land in terms of location, size, character, and impact on adjacent property or the surrounding neighborhood.
v. Whether, relative to other feasible uses of the site, the proposed use is consistent with the goals, objectives and recommendations of the City's Master Plan for Land Use.
vi. Whether, relative to other feasible uses of the site, the proposed use will promote the use of land in a socially and economically desirable manner.
vii. Whether, relative to other feasible uses of the site, the proposed use is
    a. Listed among the provision of uses requiring special land use review as set forth in the various zoning districts of this Ordinance, and
    b. Is in harmony with the purposes and conforms to the applicable site design regulations of the zoning district in which it is located.

ORDINANCE DEVIATIONS

Section 3.21.1.D permits deviations from the strict interpretation of the Zoning Ordinance within a PSLR Overlay agreement. These deviations can be granted by the City Council on the condition that "*there are specific, identified features or planning mechanisms deemed beneficial to the City by the City Council which are designed into the project for the purpose of achieving the objectives for the District.*" The applicant shall provide substitute safeguards for each item that does not meet the strict requirements of the Zoning Ordinance.

The concept plan submitted with an application for a PSLR Overlay is not required to contain the same level of detail as a preliminary site plan, but the applicant has provided enough detail for the staff to identify the deviations from the Zoning Ordinance are currently shown. The following are deviations from the Zoning Ordinance and other applicable ordinances shown on the concept plan:

1. Buildings are required to be separated by a minimum of 30 feet. The two western-most buildings are 25-feet apart, which requires a deviation of 5 feet. ***This is a relatively minor deviation supported by staff because of the natural features constraints of the site and all other buildings exceed the requirements. (Sec. 3.21.2.A.ii)***
2. A stub street to the property boundary at intervals not to exceed 1,300 feet along the perimeter is required by ordinance. ***A waiver of this requirement is supported by staff since providing***

additional stub roads would require impacts to woodland trees and wetlands, and there are no logical connection points. (Subdivision Ordinance, Sec. 4.04)

3. Minor drives are not to exceed 600 feet. **The proposed *Avalon Drive would be considered a minor drive, with a width of 26 feet. It has small bays of off-street visitor parking proposed in a few areas. The drive is greater than 600 feet in length, which requires a deviation. This deviation is supported by staff due to the existing wetlands which constrain development to the southern area of the site. A wider road width is unnecessary for the small site and would cause greater impacts to the natural features. (Sec. 5.10.1.B.ii)***
4. Parking and/or access aisles are located within 8 feet of the buildings in some locations. ***The visitor parking locations are no closer than the unit driveway aprons, where parking is also permitted. Staff supports the deviation. (ZO Sec. 3.21.2.A.iv)***
5. *Active recreation area is supposed to make up 50% of the total open space area provided on a site.* ***For this site, because the total amount of open space is extensive (2.87 acres) and the site contains large areas of wetlands and woodlands, it is nearly impossible to increase the active open space beyond the 32% proposed without removing the passive open space. Staff supports the deviation. (ZO Sec. 3.21.2.A.iv)***
6. Sidewalks along private roadways should be located such that the outside edge of the sidewalk is a minimum of 15 feet from back of curb. ***In this case, locating the sidewalk further from the roadway would cause additional impacts to wetland areas or removing more of the berm. The traffic volume is expected to be low enough for this small development that the safety of pedestrians would not be at risk with the sidewalk locations shown. (Design & Construction Standards)***
7. *Five-foot sidewalks are required along both sides of local streets and private roadways.* ***The proposed plans show 5-foot sidewalks on both sides of Camelot Drive, and along the full south side of Avalon Drive. However, sidewalks are shown on only part of the north side of Avalon Drive. This requires a deviation, which is supported by staff as the areas without sidewalk are not near buildings, and installing them would require greater impacts on the wetlands. (CO, Sec. 11-256)***
8. Deficiency in street trees along Wixom Road. ***It appears that there is not room for trees with the new sidewalk and existing utilities along the road, so this would be supported by staff. (ZO Sec 5.5.3.B(10))***
9. All buildings, parking lots and loading areas shall be separated from section line road rights-of-way by a 50-foot landscape buffer containing an undulating 3-5 foot-tall, landscaped berm. ***A four-foot tall landscaped berm is provided along Wixom Road, but it is not undulating due to the area's size. In addition, there is no berm or greenbelt trees proposed north of the emergency access drive. This is supported by staff since providing the berm would require additional impacts to existing woodland trees and wetlands, and there are no buildings proposed in that area.* (Zoning Sec. 5.5.3.B.ii, iii)**
10. Lack of a 25-foot wetland buffer north of Avalon Drive**. This is supported by staff as the applicant has proposed signage as visual protection for the wetland between Avalon Drive and the buildings is proposed. The applicant has proposed planting shrubs in this wetland that would discourage mowing. Wetland buffers are meant to remain in a natural, un-mowed state in order to protect the wetland from surface water run-off and pollutants. See Wetland Review for more specific comments. (Sec. 3.6.2.M)**

ADDITIONAL REVIEW COMMENTS

This project was reviewed for conformance with the Zoning Ordinance with respect to Article 3 (Zoning Districts), Article 4 (Use Standards), Article 5 (Site Standards), and any other applicable provisions of the Zoning Ordinance**.**

Please see the attached chart for information pertaining to ordinance requirements. Items in **bold** below must be addressed and incorporated as part of the revised PSLR Concept Plan submittal:

1. **Missing middle housing:** The proposed plan provides low-rise for-sale units, which can be considered one of the recommended housing types in our 2016 City of Novi Master Plan. It fills

the gap between single family units and mid-rise apartments. In Chapter 4, Market Assessment, in our Master plan, there is an example that illustrates how smaller units, clustered together, could potentially be added in well-chosen locations in the City. Walkability is a key to capturing this market segment. The concept plan includes a sidewalk connection to Stonebrook Drive, which would give residents access to the City's main trail system. The Novi Promenade shopping center would also be within walking distance, with a sidewalk proposed to connect to the existing pathway that was recently built by the City along Wixom Road. Other characteristics include medium density that can be perceived as a lower density, smaller, well-designed units, and blended densities.

2. **Unit size:** Per the City's 2016 Master Plan, missing middle housing types are expected to be smaller units than or typically found in Novi, with small or zero setback lots. The current concept plan is proposing unit sizes of 1,950-1,975 square feet. **These units are consistent with other development projects proposed to meet RM-1 and RM-2 standards, but are larger than the adjacent Villas at Stonebrook units (max. 1700 square feet).**

3. **Housing Style:** Conceptual elevations and floor plans provided indicate 2-story townhouses, with 3-, 4-, and 5-unit buildings. Each unit has its own exterior door and contains three bedrooms. Each home has a two-car attached garage.

4. **Density:** Section 4.70 of the Zoning Ordinance states, "In the PSLR district, low-rise multiple-family residential uses are permitted as a special land use up to a maximum of 6.5 dwelling units per net acre, excluding existing road rights-of-way." **The current concept plan proposes 2.7 units/net acre (ROW is excluded from the gross parcel size), which is less than what is allowed under PSLR zoning requirements.**

5. **Traffic Impacts:** As indicated in the Traffic Review letter, the proposed development is estimated to generate 5 peak hour trips in the morning, 10 peak-hour trips in the evening, and approximately 132 daily trips. These levels do not meet the City's threshold to require either a Traffic Impact Study or a Traffic Assessment, as described in the City's Site Plan and Development Manual. In addition, no new access drive is proposed to be added onto Wixom Road.

6. **Stonebrook Drive:** The applicant has included a proposed Road Maintenance Plan on Sheet 12 for Stonebrook Drive. The plan calculates a contribution for the proposed Camelot Parc toward Stonebrook Drive maintenance costs based on the length of the road, percentage of road used to access Wildlife Woods Park, and the total number of units for each development. **As Stonebrook Drive is a private road owned by Villas at Stonebrook HOA, the applicant has indicated they are discussing the road maintenance agreement with them. Any cost-sharing agreement would be a private agreement between the two entities.**

7. **Connection to neighboring properties:** Full time access drives shall be connected only to non-section line roads. New roads should provide public access connections to neighboring properties at location(s) acceptable to the City and the neighboring property. **The proposed development has a full-time access drive from Stonebrook Drive, a private road belonging to the Villas at Stonebrook development. There is an ingress-egress agreement to allow this access. Wixom Road is considered a Section line road. A gated emergency access only drive is provided to Wixom Road. The only neighboring property available to connect to is the property to the north, which also has the ability to develop under the PSLR standards. Providing a connection to that parcel would mean impacting regulated wetland and woodland areas. Therefore, staff does not recommend that connection.**

8. **Open Space:** The applicant has revised the plan to meet requirements for several conditions related to providing open space on the property, and is requesting a deviations for only one condition. While nearly 30% of the site is proposed to remain open space, it is largely existing

wetland areas to be preserved and therefore not suitable for the type of open space the PSLR Overlay requires to be provided. These requirements are:

a. *Each dwelling unit shall have a minimum of two-hundred (200) square feet of private open space adjacent to and accessible directly from the dwelling unit. This open space may include covered porches, patios, and balconies.* ***(Covered porches of about 125 sf are proposed, and each unit now has a 10 x 26-foot open area behind the unit for private green space. This exceeds the requirement.)***
b. *All residential developments shall provide common open space areas, enhanced with play structures, furniture, and landscaping as central to the project as possible*. **Benches and nature trail proposed.**
c. *Active recreation areas shall be provided in all residential developments, with at least fifty percent of the open space area provided to be designed for active recreation.* **Nature trail now consists of 32% of the total open space – the applicant was able to bring a trail connection Wixom Road and proposes to make most of the trail accessible to the general public.**
d. *Active recreation area shall consist of a minimum of ten percent of the site area***. The active open space now totals 11% of the site.**

The applicant has revised the plan to comply with most of the relevant open space standards, which removes two deviations from their request. However, bringing the active open space to 50% of the total would require removal of tree and wetland areas (passive open space), which is not advised. The requested deviation is in the public interest to protect natural features.

9. **Wetland Mitigation:** Revisions to the plan have increased the wetland impact area from 0.37 acre to 0.40. This increases the mitigation requirement from 0.61 to 0.65, however it appears the proposed on-site mitigation is still 0.61 acre. **Staff suggests additional minor changes to the plan be made to be able to accommodate the full amount of mitigation on-site during the site plan review. Alternatively, the applicant will need to propose 0.04 acre (1,742 square feet) of mitigation at an acceptable location elsewhere in the City, which is permitted under the City's ordinance.**

10. **Preservation of Natural Features: Sheet 8 of the revised PSLR plan shows the area to be protected by preservation or conservation easements is 4.25 acres. Within this area the applicant indicates they will remove invasive species, sow native seeds to promote growth of desirable species, and place new habitat structures for wildlife.**

11. **Plan Review Chart: Please refer to Planning Review Chart for other comments that need to be included on the Site plan.**

SUMMARY OF OTHER REVIEWS

a. Engineering Review: Additional comments to be addressed with Preliminary Site Plan. **Engineering previously recommended approval.**
b. Landscape Review: **Landscape recommends approval with the additional protections for wetland buffers provided.**
c. Wetland Review: An EGLE Wetland Permit and a City of Novi Wetland Non-Minor Use Permit are likely required, as well as a City of Novi Authorization to Encroach the 25-Foot Natural Features Setback. Wetland mitigation is proposed (0.61 acre) on-site to compensate for wetland impacts of 0.40 acre, however the full amount required is not proposed on-site. **Approval is recommended with the condition that additional wetland comments are addressed during site plan review process.**
d. Woodland Review: A Woodland Permit from the City of Novi would be required for about 20 regulated woodland tree removals. Additional comments to be addressed in the Site Plan. **Woodlands recommends approval of the PSLR Concept Plan**.

e. Traffic Review: Additional comments to be addressed with Preliminary Site Plan**. Traffic previously recommended approval of the PSLR Concept.**
f. Facade Review: **Façade previously recommended approval.** The design is in compliance with the Façade ordinance standards and specific PSLR Ordinance design standards.
g. Fire Review: Conformance with fire safety standards will be further reviewed with Site Plan submittal. **Fire recommends conditional approval of the PSLR, with comments to be addressed in the Site Plan submittals**.

NEXT STEP: CITY COUNCIL

At the December 1, 2025 Council meeting, decision on this matter was postponed to give the applicant opportunity to address issues raised. **The revised PSLR Concept Plan will be scheduled for City Council consideration.** If the City Council grants tentative approval at that time, the next step would be to develop the PSLR Agreement and then bring the negotiated agreement back to City Council for final approval. Following final approval of the PSLR Plan and Agreement, the applicant would then begin the site plan approval process.

STREET AND PROJECT NAME

This project has applied for Project Naming Committee approval. **Please see letter from Stacey Choi (248-347-0483)** in the Community Development Department for information. If any further changes are proposed, the application can be found by clicking on this link.

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 248.347.0484 or lbell@cityofnovi.org

Lindsay Bell

Lindsay Bell, AICP – Senior Planner

PLANNING REVIEW CHART: PSLR Planned Suburban Low-Rise Overlay

Review Date: February 2, 2026
Review Type: 2nd Revised PSLR Concept Plan
Project Name: **JSP25-02 Camelot Parc Townhomes**
Parcel 22-17-300-019
Prepared by: Lindsay Bell, *AICP*, Senior Planner
Contact: **E-mail:** lbell@cityofnovi.org; **Phone:** (248) 347-0484

Items in **Bold** need to be addressed by the applicant with PSLR Concept Plan. Underlined items need to be addressed prior to the approval of the Site Plan

Item	Required Code	Proposed	Meets Code	Comments
Zoning and Use Requirements				
Master Plan *(adopted July 27, 2017)*	Suburban Low-Rise	Suburban Low-Rise	Yes	
Area Study	The site does not fall under any special category	NA	Yes	
Zoning *(Effective January 8, 2015)*	R-1 One Family Residential with PSLR (Planned Suburban Low-Rise) overlay	R-1 with PSLR overlay	Yes	**PSLR Agreement and Concept Plan must be approved by City Council after recommendation by Planning Commission.**
Uses Permitted *(Sec 3.1.27.B & C)*	Sec 3.1.27.B Principal Uses Permitted. Sec 3.1.27.C Special Land Uses	22 dwelling units – low rise multiple family (2-story)	Yes	**Special Land Use Permit required.**
Next Steps	1. Planning Commission review, public hearing and recommendation to City Council 2. City Council review and consideration of concept plan and PSLR Agreement 3. Review and approval of site plans per section 6.1.			
Low-Rise Multiple-Family Residential Uses In The PSLR District *(Sec. 4.70)*				
Low-rise multiple-family residential uses	- In the PSLR district, low-rise multiple-family residential uses are permitted as a special land use up to a maximum of 6.5 dwelling units per net acre, excluding existing road rights-of way.	22 Units on 8.24 net acres = 2.7 Dwelling units per acre	Yes	
3.21 PSLR Required Conditions				
Narrative *(Sec. 3.32.3.A)*	Explain how the development exceeds the standards of this ordinance	Narrative provided	Yes	
PSLR Overlay Concept Plan:	i. Legal description and dimensions	Provided	Yes	

Item	Required Code	Proposed	Meets Code	Comments
Required Items *(Sec. 3.21.1.A)*	ii. Existing zoning of site/adjacent properties	Provided	Yes	
	iii. Existing natural features such as wetlands and proposed impacts	Wetlands exist on site with an open body of water in the NE	Yes	**See Woodland-Wetland Review**
	iv. Existing woodlands and proposed impacts	Tree survey provided	Yes	
	v. Existing and proposed rights-of-way and road layout	60 feet ROW along Wixom Road frontage is indicated to be dedicated. The current site plan indicates private roads within the development	Yes	
	vi. Bicycle/pedestrian plan	Sidewalks, walking trail shown	Yes	
	vii. Conceptual storm water management plan	Provided	Yes	
	viii. Conceptual utility plan	Provided	Yes	
	ix. Building, Parking and Wetland Setback requirements	Provided	Yes	
	x. Conceptual layout	Provided	Yes	
	xi. Conceptual open space/recreation plan	Information provided on sheet 9; walking path shown	Yes	
	xii. Conceptual streetscape landscape plan	Provided	Yes	**Refer to Landscape review for more details**
PSLR Overlay Concept Plan: Optional Items *(Sec. 3.21.1.A)*	xiii. Parking plan	Provided	Yes	Refer to Traffic review letter for additional comments
	xiv. Detailed layout plan	Provided	Yes	
	xv. Residential density calculations and type of units	2.7 DUA proposed	Yes	
	xvi. Detailed open space/recreation	Walking path (gravel), benches	Yes	
	xvii. Detailed streetscape landscape plan	Provided	Yes	**Refer to Landscape review for more details**
	xviii. Graphic description of each deviation from the applicable ordinance requested	Written description provided in the narrative	Yes?	

Item	Required Code	Proposed	Meets Code	Comments
	xix. Phasing plan	Phasing not indicated	NA	
Community Impact Statement *(Sec. 3.21.1.B)*	- All non-residential projects over 30 acres for permitted use - All non-residential over 10 acres for special land use - Residential over 150 units - Mixed use, staff determines - Requirements within study (include: social impacts, environmental factors)	Total project area is 8.78 Acres or 8.24 Net after ROW dedication, units 22	NA	*Does not meet threshold for CIS*
Traffic Impact Study *(Sec. 3.21.1.C)*	Study as required by the City of Novi Site Plan and Development Manual	Does not meet requirements for study	NA	
Proposed Ordinance Deviations *(Sec. 3.21.1.D)*	List all proposed ordinance deviations with supporting narrative.	Deviations listed in applicant narrative.	Yes	See charts and letters for all deviations
City Council may approve deviations from the Ordinance standards as part of a PSLR Overlay Development Agreement provided there are specific, identified features or planning mechanisms deemed beneficial to the City which are designed into the project for the purpose of achieving the objectives for the District. Safeguards shall be provided for each regulation where there is noncompliance on the PSLR Overlay Concept Plan.				
Required PSLR Overlay Use Standards/ Conditions for special land uses *(Sec. 3.21.2)*				
Site Standards *(Sec. 3.21.2.A)*				
Building Frontage *(Sec. 3.21.2.A.i)*	Buildings shall front on a dedicated non-section line public street or an approved private drive	Site fronts on Section line public road and will have access via Stonebrook Drive to proposed private minor drives	Yes	
Building Setbacks *(Sec. 3.21.2.A.ii) & (Sec 3.1.27.D)* *** The maximum front and exterior side yard setback requirement when adjacent to roads and drives (other than planned or existing section	Minimum front yard setback: 30 ft*** Maximum front yard setback: 75 ft.	30 ft. from units to private dr.	Yes	
	Minimum rear yard setback: 30 ft	30 feet	Yes	
	Exterior side yard adjacent to roads and drives 30 ft***	55 feet to South property line	Yes	
	Exterior side yard adjacent to planned or existing section line road ROW 50 ft	50 feet from Wixom Road	Yes	
	Interior side yard 30 ft	130 ft	Yes	**2 Western-most buildings**

Item	Required Code	Proposed	Meets Code	Comments
line road right-of-way) is 75 feet.	Building to building 30 ft	25 ft	**No**	**<u>are 25-feet apart, which would require a deviation</u>**
	Building Corner to corner: 15 ft		NA	
Landscape Buffer *(Sec. 3.21.2.A.iii)* **and Berms** *(Sec. 5.5.3)*	All buildings, parking lots and loading areas shall be separated from section line road rights-of-way by a **50 ft. landscape buffer** containing an undulating 3-5 ft. tall landscaped berm.	landscape buffer provided with berm near building, waiver requested where no buildings and existing woodlands are present	**No**	**Refer to planning and landscape review for more details – <u>Deviation Requested</u>**
Parking spaces for all uses in the district (except for townhouse style multiple-family dwellings that provide private garages for each dwelling unit) *(Sec. 3.21.2.A.iv)*	Located only in the rear yard or interior side yard	A few Interior parking shown for visitor spaces	Yes	
	Screened by 3-5 ft. undulating berm from adjacent streets per Section 5.5.3.	Berms present	Yes	
	All parking and access aisles shall be Min. 15 ft. from all buildings	8-11.6 feet in some locations	**No**	**<u>Deviation requested to allow visitor parking to be located 8- to 11.5-ft from buildings</u>**
Parking Setbacks *(Sec. 3.21.2.A.iv.d)* ***** except that parking spaces for townhouse developments shall be permitted in the front yard setback when the parking area is also a driveway access to a parking garage contained within the unit.	Front yard parking is not permitted*	None proposed	Yes	
	Exterior side yard adjacent to a section line road - 50 ft. min		NA	
	Exterior side yard adjacent to a local street – 30 ft. min	120 ft	Yes	
	Interior side yards adjacent to single family residential districts - 30 ft. min	120 ft	Yes	
	Interior side yards not adjacent to a single family residential district – 15 ft. min		NA	
Open Space Recreation requirements for Multi-Family Residential Developments *(Sec. 3.21.2.A.v)*	Minimum of 200 square feet per dwelling unit of private open space accessible to building (includes covered porches, balconies and patios)	Private open space indicated – 125 sf is proposed in balcony/patio areas, and each unit now has 260 sf of open space at back of unit	Yes	*Deviation for deficiency no longer required*

Item	Required Code	Proposed	Meets Code	Comments
	Common open space areas as central to project as possible	Most of the open space in the northern area of the site – existing wetlands and proposed mitigation areas	Yes	
	Active recreation areas shall be provided with at least 50 % of the open spaces dedicated to active recreation	Total open spaces: 2.87 acres Active open space: 0.92 acres (walking trail area)	**No**	**Deviation requested for less than 50% as active, 32% proposed**
	Active recreation shall consist 10% of total site area. **(0.82 acre)**	Active open space 0.92	Yes	*Deviation for deficiency no longer required*
Other Applicable Zoning Ordinances *(Sec. 3.21.2.A.vi, vii and ix)*	Loading and Unloading per Section 5.4	Loading spaces are not required	NA	
	Off-street Parking per Section 5.2 and 5.3: 2 spaces per dwelling unit with 2 bedrooms	22 x 2 = 44 required 104 spaces provided	Yes	**Two-car garages, 2 apron spaces per unit, and 16 visitor spaces**
	Landscaping per Section 5.5, All sites shall include streetscape amenities such as but not limited to benches, pedestrian plazas, etc.	One bench, residential-style wall lights	Yes	**Suggest additional benches around the walking path**
Building Length *(Sec. 3.21.2.A.viii)*	Maximum building length as described in Sec 3.21.3.A.vii shall not exceed **180 ft.**	Does not exceed. 134 ft max	Yes	
	City Council may modify the minimum length up to a maximum of 360 ft. if: a) Building includes recreation space for min. 50 people b) Building is setback 1 ft. for every 3 ft. in excess of 180 ft. from all residential districts.	Not applicable	NA	
Outdoor Lighting *(Sec. 3.21.2.A.x)*	Maximum height of light fixtures: 20 ft.	15 ft	Yes	
	Cut-off angle of 90 degrees or less	Provided	Yes	
	No direct light source shall be visible at any property line abutting a section line road right-of -way at ground level.	Light fixture at western end of access aisle may be visible, but it is shielded	Yes	
	Maximum Illumination at property line: 0.5fc	Max proposed 0.5 fc except for entrance drive on Stonebrook Dr.	Yes	

Item	Required Code	Proposed	Meets Code	Comments
Circulation Standards *(Sec. 3.21.2.B)*				
Full Time Access *(Sec. 3.21.2.B)*	Full-time access drives shall be connected only to non-section line roads	Full time access drives are connected to a proposed private drive	Yes	
Emergency Access *(Sec. 3.21.2.B)*	Emergency access with access gate may be connected to section line roads when no other practical location is available	Emergency access is proposed	Yes	
Connection to Neighboring Properties *(Sec. 3.21.2.B.i)*	New roads should provide public access connections to neighboring properties at location(s) acceptable to the City and the neighboring property	Connections to neighboring parcels are proposed via previous public access easement (Villas at Stonebrook)	Yes	
New Roads *(Sec. 3.21.2.B.ii.a)*	New roads shall be designed as pedestrian/bicycle focused corridors as identified in the Active Mobility Plan	Drive aisles are not new streets		
Non-Motorized Facilities *(Sec. 3.21.2.B.ii.b)*	Facilities shall be connected to the existing pedestrian network	Sidewalks are proposed within the site and connected to Wixom Road and Stonebrook Dr	Yes	
Proposed Non-Motorized Facilities *(Sec. 3.21.2.B.ii.c)*	Where existing non-motorized facilities do not exist on adjacent neighboring properties, facilities shall be stubbed to the property line.	Pathway existing on Wixom Road	NA	
Building Design Standards (Sec. 3.21.2.C)				
Building Height *(Sec. 3.21.2.C.i)*	35 ft. or 2 ½ stories	2-story shown, 25.5'	Yes	
Building Design *(Sec. 3.21.2.C.ii)*	Buildings must be designed with a "single-family residential character"	Residential style shown	Yes	**See previous Façade Review for comments**
Building Design *(Sec. 3.21.2.C.ii)*	Front and rear elevations have ground floor pedestrian entrances spaces no more than 60 ft	Pedestrian entrances on front and rear, for each unit	Yes	
Maximum % of Lot Area Covered *(Sec. 3.1.27.D)*	25%	9.17%	Yes	

Item	Required Code	Proposed	Meets Code	Comments
Note To District Standards *(Sec 3.6.2)*				
Off-Street Parking in Front *Yard* *(Sec 3.6.2.E)*		No front yard parking proposed	NA	
Parking setback screening *(Sec 3.6.2.P)*	Required parking setback area shall be landscaped per sec 5.5.3.	Parking lots are screened by berm/buildings	Yes	
Modification of parking setback requirements *(Sec 3.6.2.Q)*	Refer to Sec 3.6.2 for more details	Modifications are not requested	NA	
Additional Road Design, Building Setback, And Parking Setback Requirements, Multiple-Family Uses *(Sec. 5.10)*				
Road standards *(Sec. 5.10)*	A private drive network within a cluster, two - family, multiple-family, or non-residential uses and developments shall be built to City of Novi Design and Construction Standards for local street standards (28 feet back-to-back width)	Camelot Dr - 28 feet wide Avalon Dr – 26 feet	Yes	
Major Drives	Width: 28 feet	Stonebrook Dr would be the Major Drive - existing	Yes	
Minor Drive	– Cannot exceed 600 feet – Width: 24 feet with no on-street parking – Width: 28 feet with parking on one side – Parking on two sides is not allowed - Needs turn-around if longer than 150 feet	Avalon Drive exceeds 600 ft length 26-foot wide Parking bays on 1 side Turn-arounds provided	**No** Yes	**Deviation required for minor drive in excess of 600 ft**
Parking on Major and Minor Drives	– Angled and perpendicular parking, permitted on minor drive, but not from a major drive; – minimum centerline radius: 100 feet – Adjacent parking and on-street parking shall be limited near curves with less than two-hundred thirty (230) feet of centerline radius – Minimum building	Perpendicular parking proposed on minor drive Parking setback is required to be 15 ft in PSLR standards (see previous note)	Yes	

Item	Required Code	Proposed	Meets Code	Comments
	setback from the end of a parking stall shall be 25 feet in residential districts.			
Parking, Loading and Dumpster Requirements				
Number of Parking Spaces **Multiple Family** *(Sec. 5.2.12.A)*	Two for each dwelling unit For 22 units, 44 spaces	104 spaces	Yes	
Parking Space Dimensions and Maneuvering Lanes *(Sec. 5.3.2)*	<u>90° parking layout:</u> 9' x 19' parking space dimensions and 24' wide drives	26' access aisle	Yes	
	9' x 17' if overhang on 7' wide interior sidewalk or landscaped area as long as detail indicates 4'' curb	9' x 19' proposed	Yes	
Parking stall located adjacent to a parking lot entrance (public or private) *(Sec. 5.3.13)*	- shall not be located closer than twenty-five (25) feet from the street right-of-way (ROW) line, street easement or sidewalk, whichever is closer	Complies	Yes	
End Islands *(Sec. 5.3.12)*	- End Islands with landscaping and raised curbs are required at the end of all parking bays that abut traffic circulation aisles. - The end islands shall generally be at least 8 feet wide, have an outside radius of 15 feet, and be constructed 3' shorter than the adjacent parking stall as illustrated in the Zoning Ordinance		NA	**See Traffic Review for detailed comments**
Barrier Free Spaces *Barrier Free Code*	1 barrier free parking spaces (for total 26 to 50)& 1 van barrier free parking space	2 barrier free proposed		**See Traffic Review**
Barrier Free Space Dimensions *Barrier Free Code*	- 8' wide with an 8' wide access aisle for van accessible spaces - 8' wide with a 5' wide access aisle for regular accessible spaces	9' wide, 9' access aisle – appears to comply	Yes?	**Could reduce spaces to 8' each with 8' access to recover a couple feet of pavement**
Barrier Free	One sign for each			**See Traffic Review**

Item	Required Code	Proposed	Meets Code	Comments
Signs *Barrier Free Code*	accessible parking space.			
Minimum number of Bicycle Parking *(Sec. 5.16.1)*	One (1) space for each five (5) dwelling units: **5 spaces required**	5 spaces shown	Yes	**Provide required bike parking**
Bicycle Parking General requirements *(Sec. 5.16)*	- No farther than 120 ft. from the entrance being served - When 4 or more spaces are required for a building with multiple entrances, the spaces shall be provided in multiple locations - Spaces to be paved and the bike rack shall be inverted "U" design - Shall be accessible via 6 ft. paved sidewalk		**TBD**	**Will be reviewed in Final Site Plan submittal**
Bicycle Parking Lot layout *(Sec 5.16.6)*	Parking space width: 7 ft. One tier width: 11 ft. Two tier width: 18 ft. Maneuvering lane width: 4 ft. Parking space depth: 32 in		**TBD**	**Will be reviewed in Site Plan submittals**
Dumpster *(Sec 4.19.2.F)*	- Located in rear yard or interior side yard in case of double frontage - Attached to the building or - No closer than 10 ft. from building if not attached - Not located in parking setback - If no setback, then it cannot be any closer than 10 ft, from property line. - Away from Barrier free Spaces	Not proposed – individual trash pick up	NA	
Dumpster Enclosure *(Sec. 21-145.(c) City code of Ordinances)*	- Screened from public view - A wall or fence 1 ft. higher than height of refuse bin - And no less than 5 ft. on three sides		NA	

Item	Required Code	Proposed	Meets Code	Comments
	- Posts or bumpers to protect the screening - Hard surface pad. - Screening Materials: Masonry, wood or evergreen shrubbery			
Sidewalk Requirements				
ARTICLE XI. OFF-ROAD NON-MOTORIZED FACILITIES *Sec. 11-256. Requirement. (c)* & Sub. Ord. Sec. 4.05,	- In the case of new streets and roadways to be constructed as part of the project, a sidewalk shall be provided on both sides of the proposed street or roadway. - Sidewalks along arterials and collectors shall be 6 feet or 8 feet wide as designated by the "Bicycle and Pedestrian Plan," but not along industrial service streets per Subdivision Ordinance - Whereas sidewalks along local streets and private roadways shall be five (5) feet wide.	Existing pathway shown on Wixom Road 5-ft sidewalks both sides of Camelot Dr, 5-ft sidewalk on Avalon Dr for most part	Yes **No**	**Deviation required for absence of sidewalk on portion of north side of Avalon Drive**
Pedestrian Connectivity	- Whether the traffic circulation features within the site and parking areas are designed to assure safety and convenience of both vehicular and pedestrian traffic both within the site and in relation to access streets - Building exits must be connected to sidewalk system or parking lot.		No	
Active Mobility Plan	- Pathway gap on Wixom Road		NA	**This gap was constructed by the City in 2024**
City Code and Other Requirements				
Woodlands *(City Code Ch. 37)*	Replacement of removed trees		TBD	**See Planning and Woodland Reviews**

Item	Required Code	Proposed	Meets Code	Comments
Wetlands *(City Code Ch. 12, Art. V)*	Mitigation of removed wetlands at ratio of 1.5:1 emergent wetland, 2:1 for forested wetlands	Mitigation shown to be constructed on-site	Yes	**See Wetland Review.**
Design and Construction Standards Manual	Land description, Sidwell number (metes and bounds for acreage parcel, lot number(s), Liber, and page for subdivisions).		Yes	
General layout and dimension of proposed physical improvements	Location of all existing and proposed buildings, proposed building heights, building layouts, (floor area in square feet), location of proposed parking and parking layout, streets and drives, and indicate square footage of pavement area (indicate public or private).	Mostly provided. Some dimensions are required to provide more clarity.	Yes	Refer to all review letters for comments
Economic Impact	- Total cost of the proposed building & site improvements Number of anticipated jobs created (during construction & after building is occupied, if known)	Investment of $8.5M 50-70 trade and construction jobs	Yes	
Legal Documents	PSLR Development Agreement is required if approved. Conservation Easements for wetlands/woodlands areas; ROW dedication with Final Site Plan review	PSLR Agreement Conservation Easements Master Deed	TBD	A PSLR agreement would be required if City Council approves the Concept Plan
Development and Street Names	Development and street names must be approved by the Street Naming Committee before Preliminary Site Plan approval	Application received	Yes	
Development/ Business Sign	- Signage if proposed requires a permit. - Signage is not regulated by the Planning Division or Planning Commission.	**Will need to apply for sign permit**		*Contact Ordinance Enforcement at 248.735.5678, for sign ordinance questions.*

Item	Required Code	Proposed	Meets Code	Comments
Lighting and Photometric Plan *(Sec. 5.7)*				
Intent *(Sec. 5.7.1)*	- Establish appropriate minimum levels, prevent unnecessary glare, reduce spillover onto adjacent properties & reduce unnecessary transmission of light into the night sky		Yes	
Lighting Plan *(Sec. 5.7.2.A.i)*	- Site plan showing location of all existing & proposed buildings, landscaping, streets, drives, parking areas & exterior lighting fixtures	Provided	Yes	
Building Lighting *(Sec. 5.7.2.A.iii)*	- Relevant building elevation drawings showing all fixtures, the portions of the walls to be illuminated, illuminance levels of walls and the aiming points of any remote fixtures.	Provided	Yes	
Lighting Specifications *(Sec. 5.7.A.2.ii)*	- Specifications for all proposed & existing lighting fixtures	Shown	Yes	
	- Photometric data	Shown	Yes	
	- Fixture height	Shown	Yes	
	- Mounting & design	Shown	Yes	
	Glare control devices - *(Also see Sec. 5.7.3.D)*	Shown	Yes	
	Type & color rendition of lamps	4000K	**No**	**Change to 3000K fixtures or seek a variance with justification (Note – Response letter states these are now 3000K, however photometric sheet shows 40K)**
	Hours of operation	24 hrs/day	Yes	
Max Height *(Sec. 5.7.3.A)*	Height not to exceed 25feet *Superseded by Sec. 3.21.2.A.x (20-ft max)*	Not shown	**No**	**Mounting height not found on photometric plan**
Standard Notes *(Sec. 5.7.3.B)*	- Electrical service to light fixtures shall be placed underground - Flashing light shall not be permitted	Notes not found	**TBD**	

Item	Required Code	Proposed	Meets Code	Comments
	- Only necessary lighting for security purposes & limited operations shall be permitted after a site's hours of operation			
Indoor Lighting *(Sec. 5.7.3.H)*	- Indoor lighting shall not be the source of exterior glare or spillover		NA	
Security Lighting *(Sec. 5.7.3.I)* Lighting for security purposes shall be directed only onto the area to be secured.	- All fixtures shall be located, shielded and aimed at the areas to be secured. - Fixtures mounted on the building and designed to illuminate the facade are preferred		NA	
Color Spectrum Management *(Sec. 5.7.3.F)*	Non-Res and Multifamily: - For all permanent lighting installations - minimum Color Rendering Index of 70 and Correlated Color Temperature of no greater than 3000 Kelvin	Fixtures are 4000K	**No**	**Provide information to verify compliance in fixture chart for each type** **<u>Deviation required for fixtures over 3000K</u>**
Parking Lot Lighting *(Sec. 5.7.3.J)*	- Provide the minimum illumination necessary to ensure adequate vision and comfort. - Full cut-off fixtures shall be used to prevent glare and spillover.		NA	
Min. Illumination *(Sec. 5.7.3.L)*	- Parking areas: 0.2 fc min			
	- Loading & unloading areas: 0.4 fc min			
	- Walkways: 0.2 fc min			
	- Building entrances, frequent use: 1.0 fc min			
	- Building entrances, infrequent use: 0.2 min			
Average Light Level *(Sec.5.7.3.L)*	- Average light level of the surface being lit to the lowest light of the surface being lit shall not exceed 4:1			
Max. Illumination adjacent to	- When site abuts a non-residential district, maximum illumination		NA	

Item	Required Code	Proposed	Meets Code	Comments
Non-Residential *(Sec. 5.7.3.L)*	at the property line shall not exceed 1 foot candle			
Max. Illumination adjacent to Residential *(Sec. 5.7.3.M)*	- Fixture height not to exceed 25 feet - Cut off angle of 90 degrees or less - No direct light source shall be visible at the property line adjacent to residential at ground level - Maximum illumination at the prop line not to exceed 0.5 fc.	Fixture height not noticed Property lines 0.0 except for entrance on Stonebrook Dr	**No** Yes	
Residential Developments *(Sec. 5.7.3.O)*	- Provide sufficient illumination (0.2 fc min) at each entrance from major thoroughfare - Residential projects may deviate from the min. illumination levels and uniformity requirements of 5.7.3.L so long as site lighting for parking lots, property lines and security lighting is provided	Lighting at entrances exceeds min	Yes	*Lighting is appropriate for residential area*

NOTES:
1. This table is a working summary chart and not intended to substitute for any Ordinance or City of Novi requirements or standards.
2. The section of the applicable ordinance or standard is indicated in parenthesis. Please refer to those sections in Article 3, 4 and 5 of the zoning ordinance for further details.
3. Please include a written response to any points requiring clarification or for any corresponding site plan modifications to the City of Novi Planning Department with future submittals.

PLAN REVIEW CENTER REPORT

07/09/2025

Engineering Review

Camelot Parc Townhomes
JSP25-0002

APPLICANT

Avalon Park Development, LLC

REVIEW TYPE

PSLR Concept Plan

PROPERTY CHARACTERISTICS

- Site Location: Located on the west side of Wixom Road north of Stonebrook Drive in section 17 of the City of Novi
- Site Size: 8.78 acres
- Plan Date: 6-17-2025
- Design Engineer: Atwell Engineering

PROJECT SUMMARY

- Construction of 5 residential buildings with 22 townhome units. Site access will be provided via Stonebrook Drive.
- Water service would be provided by an 8-inch extension from the existing 16-inch water main along the west side of Wixom Road, and loop to connect to the existing 16-inch water main on the south side of Stonebrook Drive. Along with 2 additional hydrants.
- Sanitary sewer service would be provided by an extension from the existing 8-inch sanitary sewer along the north side of Stonebrook Drive.
- Storm water would (continue to) be collected by a single storm sewer collection system and discharged to an on-site detention basin.

RECOMMENDATION

Approval of the PSLR Concept Plan is **recommended** at this time, Engineering has no concerns with the concept plan at this time. The following items shall be addressed at the time of Preliminary Site Plan submittal:

COMMENTS

1. Reference city benchmark 1823, located on the west side of Wixom Road. City of Novi Survey Benchmarks Arch Map.
2. **Only at the time of the printed Stamping Set submittal,** provide the City's standard detail sheets for water main (5 sheets), sanitary sewer (3 sheets), storm sewer (2 sheets), paving (2 sheets). The most updated details can be found on the City's website under Engineering Standards and Construction Details.
3. A Right-of-Way Permit will be required from the City of Novi.
4. Provide sight distance measurements for the Stonebrook Drive entrance in accordance with Figure VIII-E of the Design and Construction Standards, Chapter 11 of the City of Novi Code of Ordinances.
5. Provide a traffic control sign table listing the quantities of each ***permanent*** sign type proposed for the development. Provide a note along with the table stating all traffic signage will comply with the current MMUTCD standards. Check pole detail for any right-of-way poles.
6. Provide a construction materials table on the utility plan listing the quantity and material type for each utility (water, sanitary and storm) being proposed.
7. Provide a utility crossing table indicating that at least 18-inch vertical clearance will be provided, or that additional bedding measures will be utilized at points of conflict where adequate clearance cannot be maintained.
8. Provide a note stating if dewatering is anticipated or encountered during construction, then a dewatering plan must be submitted to the Engineering Division for review.
9. Generally, all proposed trees shall remain outside utility easements. Where proposed trees are required within a utility easement, add a note stating the distance between the proposed water main and the street trees.

WATER MAIN

10. All public water main easements shall be 20-feet wide. Show 20-foot wide proposed easement.
11. Provide a water main basis of design for the development on the utility plan sheet.
12. Water Systems must have the ability to serve at least three thousand (3,000) gallons per minute in apartment, cluster residential and similar complexes, institutional and school areas.
13. Provide a profile for all proposed public water main 8-inch or larger.
14. In the general notes and on the profile, add the following note: "Per the Ten States Standards Article 8.8.3, one full 20-foot pipe length of water main shall be used whenever storm sewer or sanitary sewer is crossed, and the pipe shall be centered on the crossing, in order to ensure 10-foot separation between water main and sewers." Additionally, show the 20-foot pipe lengths on the profile.
15. EGLE permit applications take at least 3 months for review, it is recommended that the applicant submit the draft EGLE application with preliminary site plan to Engineering Division.

16. A sealed set of utility plans along with the Michigan Department of Environment, Great Lakes & Energy (EGLE) permit application for water main construction, the Streamlined Water Main Permit Checklist, Contaminated Site Evaluation Checklist, Basis of Design, and an electronic version of the utility plan should be submitted to the Engineering Division for review, assuming no further design changes are anticipated. Utility plan sets shall include only the cover sheet, any applicable utility sheets, and the standard detail sheets.

IRRIGATION

17. Provide irrigation plans for site as part of the preliminary site plan submittal.

SANITARY SEWER

18. All public sanitary sewer shall be within a dedicated sanitary sewer easement unless proposed in the right-of-way. Show proposed 20-foot wide sanitary sewer easement.
19. Provide a note on the Utility Plan and sanitary profile stating the sanitary leads will be buried at least 5 feet deep where under the influence of pavement.
20. Illustrate all pipes intersecting with manholes on the sanitary profiles.
21. Three (3) sealed sets of revised utility plans along with the Michigan Department of Environment, Great Lakes & Energy (EGLE) permit application, electronic utility plan for sanitary sewer construction, and the Streamlined Sanitary Sewer Permit Certification Checklist should be submitted to the Engineering Division for review, assuming no further design changes are anticipated. Utility plan sets shall include only the cover sheet, any applicable utility sheets, and the standard detail sheets. It should be indicated with the application if an expedited EGLE review is requested. EGLE will charge a fee that can be paid directly to the State.

STORM SEWER

22. Off-Site storm drainage easement or temporary construction easement is not required, applicant has proposed to connect to storm sewer located within an existing City of Novi easement, L13319 P126.
23. A minimum cover depth of 3 feet shall be maintained over all proposed storm sewer. Currently, a few pipe sections do not meet this standard. Grades shall be elevated, and minimum pipe slopes shall be used to maximize the cover depth. In situations where the minimum cover cannot be achieved, Class V pipe must be used with an absolute minimum cover depth of 2 feet. An explanation shall be provided where the cover depth cannot be provided.
24. Storm manholes with differences in invert elevations exceeding two feet shall contain a 2-foot-deep plunge pool.
25. Provide a four-foot-deep sump and an oil/gas separator in the last storm structure prior to discharge to the storm water basin.
26. Provide profiles for all storm sewer 12-inch and larger. All storm pipes accepting surface drainage shall be 12-inch or larger.
27. Label the 10-year HGL on the storm sewer profiles and ensure the HGL remains at least 1-foot below the rim of each structure.

28. Illustrate all pipes intersecting storm structures on the storm profiles.
29. Provide a schedule listing the casting type, rim elevation, diameter, and invert sizes/elevations for each proposed, adjusted, or modified storm structure on the utility plan. Round castings shall be provided on all catch basins except curb inlet structures.
30. Show and label all roof conductors and show where they tie into the storm sewer.
31. Provide Storm sewer basis of design table, with preliminary site plan submittal.

STORM WATER MANAGEMENT PLAN

32. The Storm Water Management Plan (SWMP) for this development shall be designed in accordance with the Storm Water Ordinance and Chapter 5 of the **Engineering Design Manual (updated Jan 31, 2024)**
33. The hydrological soil type should be used to determine the C value for the natural greenspace; engineering design manual has c values for each soil type. The C factor for soil type c is .25 not .35, updated calculations for C factor.
34. As part of the Storm Drainage Facility Maintenance Easement Agreement, provide an access easement for maintenance over the storm water detention system. Also, include an access easement to the detention area from the public road right-of-way.
35. Outlet control structure has 18 3-inch holes proposed for the outlet, but the allowable release rate is less than the actual discharge rate. The allowable peak discharge rate is 2.76 cfs, the proposed outlet with 17 3-inch holes will exceed the allowable discharge rate.
36. Provide a soil boring in the vicinity of the storm water basin to determine soil conditions and to establish the high-water elevation of the groundwater table. Note the bottom of the detention facility must be a minimum of **three (3) feet** above the groundwater elevation.

PAVING & GRADING

37. Provide a construction materials table on the Paving Plan listing the quantity and material type for each pavement cross-section being proposed.
38. Engineering does not oppose the request for waiver to have sidewalks next to the proposed roadway.
39. Provide a minimum of 6 spot elevations where the pathway crosses each driveway (one at each corner and two in the center of the driveway on each side of the pathway). Spot elevations shall be provided to demonstrate a level landing adjacent to each side of the pathway crossing.
40. Provide spot elevations at the intersection of the proposed pathway with the existing pathway.
41. Provide a note on the plan stating that the emergency access gate is to be installed and closed prior to the issuance of the first building permit in the subdivision.

42. Provide existing and proposed contours on the Grading Plan at the time of the Final Site Plan submittal.
43. Indicate curb height where parking spaces are proposed, 6-inch curb should be provided where 19-foot stalls are proposed.
44. Provide at least 3-foot buffer distance between the sidewalk and any fixed objects, including hydrants and irrigation backflow devices. Include a note on the plan where the 3-foot separation cannot be provided.
45. Site grading shall be limited to 1V:4H (25-percent), excluding landscaping berms.
46. Revise the on-site road cross-section to 1.5 inches of MDOT 5E1 on 2.5 inches of MDOT 3C on 8 inches of 21AA [limestone only if within 100 feet of a watercourse] aggregate base.
47. Sidewalk on site may have a 4" compacted class II sand base, all proposed sidewalk in the right-of-way must have 21 AA aggregate base.
48. Provide top of curb/walk and pavement/gutter grades to indicate height of curb adjacent to parking stalls or drive areas.
49. Soil borings along the proposed road will be required at 500-foot intervals per Section 11-195(d) of the Design and Construction Standards.
50. Per Section 26.5-35(c), a statement is required on any plan containing a private street with the following language: "City of Novi has no responsibility to improve or maintain the private streets contained within or private streets providing access to the property described in this [plan/plat]".

SOIL EROSION & SEDIMENT CONTROL

51. A SESC permit is required (link to Soil Erosion Permit Application). A review will be done when a completed packet is submitted to Sarah Marchioni at Community Development.
52. Application should be submitted at time of Final Site Plan submittal.

THE FOLLOWING MUST BE SUBMITTED WITH THE NEXT SUBMITTAL:

53. A letter from either the applicant or the applicant's engineer must be submitted with the Stamping Set highlighting the changes made to the plans addressing each of the comments listed above and indicating the revised sheets involved. **Additionally, a statement must be provided stating that all changes to the plan have been discussed in the applicant's response letter.**

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 Humna Anjum at (248) 735-5632 or email at hanjum@cityofnovi.org with any questions.

Humna Anjum,
Project Engineer

cc: Lindsay Bell, Community Development
Milad Alesmail, Engineering
Kate Purpura, Engineering
Ben Croy, City Engineer

PLAN REVIEW CENTER REPORT

January 16, 2026

Camelot Parc Townhomes

Second Revised PSLR Concept Plan - Landscaping

Review Type	**Job #**
Second Revised PSLR Concept Plan Landscape Review	JSP25-0002

Property Characteristics

- Site Location: Wixom Road
- Site Acreage: 8.78 ac
- Site Zoning: R-1
- Adjacent Zoning: North: I-1 & R-1, East: I-1 &I-2, South: I-2, West: R-1
- Plan Date: 1/9/2026

Ordinance Considerations

This project was reviewed for conformance with Chapter 37: Woodland Protection, Zoning Article 5.5 Landscape Standards, the Landscape Design Manual and any other applicable provisions of the Zoning Ordinance. Items in **bold** below must be addressed and incorporated as part of the revised PSLR Preliminary Site Plan submittal and underlined items must be addressed on the Final Site Plans. Please follow the guidelines of the Zoning Ordinance Section 5.5 and the Landscape Design Manual. This review and the accompanying landscape chart are summaries and are not intended to substitute for any Ordinance.

Recommendations:

This project is **recommended for approval for the concept plan.** The remaining additions and corrections can be made on the revised Preliminary or Final Site Plans.

LANDSCAPE DEVIATIONS REQUIRED FOR THE PROPOSED LAYOUT:

- No berm or greenbelt landscaping is proposed north of the emergency access drive along Wixom Road – *supported by staff to preserve the existing vegetation*
- No street trees are proposed along Wixom Road *north of the emergency access drive – this would be supported by staff to preserve the existing vegetation.*
- Deficiency in wetland buffers provided *–supported by staff as sufficient buffering seed and vegetation is now proposed*

Ordinance Considerations

Existing Trees & Wetlands (Sec 37 Woodland Protection, Preliminary Site Plan checklist #17 and LDM 2.3 (2))

1. Provided
2. Please show the tree numbers on the trees to remain on the landscape plan.
3. A 25-foot wetland buffer is not provided in many cases as is required. **This requires a landscape deviation.** *It would be supported by staff as a line of shrubs has been added along the wetland edge to discourage encroachment into the wetland and native seeding is now proposed north of the drive*. Please add signage along the curbs and behind the building to protect the wetland.
4. **Please double-check the replacement calculations shown on Sheet 11 and revise the replacements (including deposit to the tree fund) if necessary.**

Adjacent to Residential - Buffer (Zoning Sec. 5.5.3.B.ii and iii)

A long continuous berm on the adjacent property fulfills this requirement for the east and south boundaries.

Adjacent to Public Rights-of-Way – Berm/Wall, Buffer and Street Trees (Zoning Sec. 5.5.3.B.ii, iii)

1. The required berm is provided between Wixom Road and the west building but not north of the T-turnaround. **A landscape deviation for the lack of berm there is requested.** *The waiver is supported as building a berm would damage existing trees to be preserved.*
2. The required landscaping is proposed along the southern frontage. *As noted above, a deviation to not provide the required greenbelt landscaping in the preserved area north of the access drive is requested and is supported by staff.*
3. No street trees are proposed north of the emergency access drive due to a lack of space between the walk and the road, and the preservation of the existing vegetation behind the walk. **This requires a landscape deviation** *that is supported by staff.*

Multi-family Residential Landscaping (Zoning Sec. 5.5.3.f.iii.)

1. Multi-family Unit Trees: 66 trees are required and are provided.
2. Interior Roadway: All of the required trees are provided. Some multifamily unit trees are also along the roadway in addition to those required. This is acceptable.
3. Building Foundation Landscaping:
   a. Greater than 35% of the frontages facing Avalon Drive is shown as being landscaped.
   b. As the berm is heavily landscaped and screens the west side of Unit 1, foundation landscaping along that side of the unit is not required.
   c. Additional shrubs have been added to the sides of Units 10 and 11 to improve the attractiveness of the entry to the development.

Parking Lot Landscaping (Zoning Sec. 5.5.3.C.)

1. No parking lots are proposed, only parking bays along the drive.
2. Multifamily unit trees are used along the perimeter of the parking bays.

Plant List (LDM 4, 10)

1. No plant list is provided.
2. Please provide a complete plant list no later than the Final Site Plans.

Planting Notations and Details (LDM 10)

Provided

Storm Basin Landscape (Zoning Sec 5.5.3.E.iv and LDM 3)

Required trees and shrubs are provided.

Irrigation (LDM 10)

1. Please provide plans for providing sufficient water to all plantings for their establishment and long-term survival.
2. If an irrigation system will be used, plans for it must be provided in the Final Site Plans.

If the applicant has any questions concerning the above review or the process in general, do not hesitate to contact me at 248.735.5621 or rmeader@cityofnovi.org.



Rick Meader – Landscape Architect

LANDSCAPE REVIEW SUMMARY CHART – Second Revised PSLR Concept Plan

Review Date: January 16, 2026
Project Name: JSP25-0002: Camelot Parc Townhomes
Plan Date: January 9, 2026
Prepared by: Rick Meader, Landscape Architect E-mail: rmeader@cityofnovi.org; Phone: (248) 735-5621

Items in **Bold** need to be addressed by the applicant before approval of the Preliminary Site Plan can be recommended. Underlined items need to be addressed on the Final Site Plans.

LANDSCAPE DEVIATIONS THAT ARE REQUIRED FOR THE PROPOSED LAYOUT:

- No berm or greenbelt landscaping is proposed north of the emergency access drive along Wixom Road – *supported by staff to preserve the existing vegetation*
- *No street trees are provided along Wixom Road north of the emergency access drive – supported by staff to preserve the existing vegetation.*
- Deficiency in wetland buffers provided *–supported by staff because a line of shrubs has been added along the buffer edge to protect the wetland from encroachment.*

Item	Required	Proposed	Meets Code	Comments
Landscape Plan Requirements – Basic Information (LDM (2))				
Landscape Plan *(Zoning Sec 5.5.2, LDM 10)*	• New commercial or residential developments • Addition to existing building greater than 25% increase in overall footage or 400 SF whichever is less. • 1"-20' minimum with proper North. Variations from this scale can be approved by LA	• Overall Scale 1" = 40' • Foundation planting scale: 1"=30'	Yes	
Owner/Developer Contact Information *(LDM 10)*	Name, address and telephone number of the owner and developer or association	On Title Block	Yes	
Project Information *(LDM 10)*	Name and Address	Location map on Sheet L-1	Yes	
Survey information *(LDM 10)*	Legal description or boundary line survey	Survey and description on Sheet 2	Yes	
Landscape Architect contact information *(LDM 10)*	Name, Address and telephone number of RLA/PLA/LLA who created the plan	Jim Allen – Allen Design	Yes	
Sealed by LA. *(LDM 10)*	Requires original signature	Copy of seal and signature	Yes	
Miss Dig Note (800)482-7171	Show on all plan sheets	On Title Block	Yes	

Item	Required	Proposed	Meets Code	Comments
(LDM10)				
EXISTING CONDITIONS				
Existing plant material **Existing woodlands or wetlands** *(LDM 10.h)*	• Show location type and size. • Label to be saved or removed. • Plan shall state if none exists.	• Existing Trees are shown on Sheets 1 and 2 • Tree Chart on Sheet 10 • Removals are indicated on the chart and the Removals Plan • Replacement credits required are shown on Chart and on L-1 but it is not clear that the calculations on Sheet 11 were done correctly in the table. • 40 woodland replacement credits have been added to the plan (26 trees, large shrubs (12 credits) and native seed (2 credits). A deposit to the tree fund will be made for 13 unplanted credits. • Wetlands on site are delineated, mitigation is required and shown on Sheet 7. • A line of shrubs has been added to protect the wetland from encroachment and a native seeding has been added between the drive and the wetland	• Yes • Yes • Yes • TBD • Yes • Yes • Yes	**1. See the Merjent letter for a complete review of woodlands and wetlands** **2. The lack of a 25-foot wetland buffer between the interior drive/parking and Units 19-22 requires a deviation.** *It would be supported by staff as the seeding and shrub line will provide protection for the wetland from encroachment.* 3. <u>When species are added, please use only native wetland species for the protective shrub line.</u>
Natural Features protection		The plans do not show silt fencing or		1. <u>Please add signs such as the example</u>

Item	Required	Proposed	Meets Code	Comments
		other protection for the wetlands.		shown below to protect the wetlands from unsupported activities. They should be placed every 100 feet behind the curbs and building. 2. Include a detail for the proposed signs.
Soil type *(LDM 10)*	As determined by Soils survey of Oakland county	Soils Legend and boundaries are on Sheet 2 • Capac Sandy Loam • Marlette Sandy Loam • Brookston & Colwood Loams • Houghton & Adrian Mucks • Urban Land	Yes	
Zoning *(LDM 10)*	Site: R-1 Proposed: PSLR North: I-1 & R-1, East: I-1 &I-2, South: I-2, West: R-1	Zoning is shown on the Location Map on Sheet L-1	Yes	
PROPOSED IMPROVEMENTS *(LDM 10)*				
Existing and proposed improvements	Existing and proposed buildings, easements, parking spaces, vehicular use areas, and R.O.W	• All site elements are shown on L-1. • Dimensions on Sheet 4	Yes	
Existing and proposed utilities	• Overhead and underground utilities, including hydrants • Proposed light posts	• Proposed utilities are shown on the Landscape Plan and sufficient spacing between trees and utility lines and structures appears to be provided. • Proposed light posts are shown • Notes regarding spacing are provided on Sheet L-1	• Yes • Yes • Yes	
Proposed topography - 2' contour minimum	Provide proposed contours at 2' interval	Sheet 6	Yes	
Clear Zones	25 ft. corner clearance	Yes	No	Please move the clear

Item	Required	Proposed	Meets Code	Comments
	required. Refer to Zoning Sec 5.5.9			vision zone for the Stonebrook Drive entrance back per the illustration below (it should be at the ROW line (1 foot behind sidewalk), not the back of curb.
LANDSCAPING REQUIREMENTS				
Berms and ROW Planting				
• All berms shall have a maximum slope of 33%. Gradual slopes are encouraged. Show 1ft. contours • Berm should be located on lot line except in conflict with utilities. • Berms should be constructed with 6" of topsoil.				
Residential Adjacent to Non-residential (Sec 5.5.3.A) & (LDM 1.a)				
Berm requirements *(Zoning Sec 5.5.3.A)*	Special land use adjacent to residential requires: • 4.5-6 foot tall landscaped berm with 6 foot wide crest. • Opacity 80% winter, 90% summer.	A long continuous berm existing on the adjacent property fulfills this requirement for the east and south boundaries.	Yes	
Planting requirements *(LDM 1.a.)*	LDM Novi Street Tree List	Sufficient existing trees are on the entire berm	Yes	
Adjacent to Public Rights-of-Way *(Sec 5.5.3.B) and (LDM 1.b)* ***(RM-1)***				
Greenbelt width	• Adj to parking: 20 ft • Not adj to pkg: 34 ft	• Wixom Rd: 50 ft • Stonebrook Dr: 55 ft	Yes	
Min. berm crest width	4 ft	• Wixom Rd: 2 ft • Stonebrook Dr: 3-10 ft – the existing berm is being preserved	Yes	1. No berm is provided north of the emergency access drive. **This requires a deviation.** 2. *As adding the berm would require the removal of trees and there are no buildings or paving proposed in that area, the deviation would be supported by staff.*
Min. berm height	3 ft	• Wixom Rd: 4 ft • Stonebrook Dr: 3-10 ft	Yes	**See above**
3' wall	(4)(7)	Only a sign wall is proposed – no retaining walls		
Canopy deciduous or	**1 tree per 35 lf**	Wixom Road	• Yes	**A deviation is requested**

Item	Required	Proposed	Meets Code	Comments
large evergreen trees (7)(10)(11)	Wixom Road • 148lf/35 = 4 trees Stonebrook Drive • 683lf/35 = 19 trees Deviation to not plant greenbelt trees north of the emergency access lane is requested.	4 canopy trees and Stonebrook Drive 55 existing trees	• Yes	**to not add any trees north of the emergency access (223lf) to preserve the existing vegetation.** *This deviation is supported by staff.*
Sub-canopy deciduous trees Notes (5)(6)(10)(11)	**1 tree per 20 lf** Wixom Road • 148lf /20 = 7 trees Stonebrook Drive • 683/20 = 34 trees	Wixom Road 7 trees Stonebrook Drive 34 trees	• Yes • Yes	**See above discussion regarding the lack of trees provided north of the access drive** *– it is supported for this requirement as well.*
Canopy deciduous trees in area between sidewalk and curb (10)	**1 tree per 35 lf** Wixom Road • (390-28)lf /35 = 10 trees Stonebrook Drive Not necessary – the street is not on Avalon Park property	Wixom Road 4 trees south of the access drive Stonebrook Drive Existing street trees are shown	• No • Yes	**1. There is no room for street trees north of the emergency access drive between the sidewalk and the road, and the existing vegetation is being preserved in that area behind the sidewalk.** **2.** *A landscape deviation for the lack of trees in this area would also be supported by staff to preserve the existing vegetation.*
Multi-Family Residential (Sec 5.5.3.F.iii)				
Multi-family Unit Landscaping *(Zoning Sec 5.5.3.F.iii.b)*	• 3 deciduous canopy trees or large evergreen trees per dwelling unit on the first floor. • 22 units * 3 = 66 trees • Up to 25% of requirement can be subcanopy trees	• 66 trees • 12 of those are shown along the interior drive in addition to the required trees • No species are called out but are not required at this time.	• Yes • Yes • TBD	Add species no later than Final Site Plans.
Interior Street Landscaping *(Zoning Sec 5.5.3.F.iii.b)*	• 1 deciduous canopy tree along interior roads for every 35 lf (both sides), excluding driveways, interior roads adjacent to public rights-of-way	• Avalon Drive: 29 trees • Camelot Drive: 8 trees	Yes	

Item	Required	Proposed	Meets Code	Comments
	and parking entry drives. • Avalon Drive: (1290-240)/35 = 30 trees • Camelot Drive: (120*2)/35 = 7 trees			
Foundation Landscaping *(Zoning Sec 5.5.3.F.iii.b)*	35% of building façades facing road must be landscaped	• Conceptual plans for the buildings are provided. • The required percentage of landscaping facing roads is exceeded for all building types.	• Yes • Yes	Plantings for all three buildings need to be included in the plant lists and cost estimates no later than the Final Site Plan.
Parking Area Landscape Requirements (Zoning Sec 5.5.3.C & LDM 5)				
General requirements	• Clear sight distance within parking islands • No evergreen trees	No blocking plantings are proposed.	Yes	
Name, type and number of ground cover	As proposed on planting islands	No groundcovers are indicated for the site	TBD	Please indicate what groundcover(s) will be used on the Final Site Plans.
Parking lot Islands *(Zoning Sec 5.5.3.c.ii, iii)*	• A minimum of 200 SF to qualify • 200sf landscape space per tree planted in island. • 6" curbs • Islands minimum width 10' BOC to BOC	No parking lot islands are proposed	NA	
Curbs and Parking stall reduction *(Zoning Sec 5.5.3.c.ii)*	Parking stall can be reduced to 17' with 4" curb adjacent to a sidewalk of minimum 7 ft.	Parking spaces are 19' long with abutting 5' wide sidewalks.	Yes	
Contiguous space limit *(Zoning Sec 5.5.3.c.ii.o))*	Maximum of 15 contiguous spaces	No bay is longer than 11 spaces	Yes	
Category 1: For OS-1, OS-2, OSC, OST, B-1, B-2, B-3, NCC, EXPO, FS, TC, TC-1, RC, Special Land Use or non-residential use in any R district *(Zoning Sec 5.5.3.C.iii)*				
A = Total square footage of vehicular use areas x 7.5%	A = x SF x 7.5% = A sf	NA		Only single-sided bays are provided so interior parking area is not required.
B = Total square footage of additional paved vehicular use areas over 50,000 SF x 1 %	B = x SF x 1% = B sf	NA		
All Categories				

Item	Required	Proposed	Meets Code	Comments
Total square footage of landscaped islands	C = A + B	NA		Only single-sided bays are provided so interior parking area is not required.
Number of canopy trees required	D = C/200	NA		Only single-sided bays are provided so interior trees are not required.
Parking Lot Perimeter Trees *(Zoning Sec 5.5.3.c.ii)*	• 1 Canopy tree per 35 lf Trees must be within 15 feet of the parking lot edge to count as a perimeter tree. Greenbelt canopy trees within 15 feet of the parking lot edge may be double-counted as parking lot perimeter trees.	NA		As noted above, since the parking bays are aligned along just one side of the drive, interior drive trees for that stretch of road can be used along the edge of the parking bays.
Accessway Perimeter Trees *(Zoning Sec 5.5.3.C.i.j.)*	1 Canopy tree per 35 lf	NA		There are no accessway perimeter drives in this project
Parking land banked	NA	None		
Miscellaneous Landscaping Requirements				
Plantings around Fire Hydrant *(Zoning Sec 5.5.3.c.ii.j, LDM Secs 2,7)*	• No plantings with matured height greater than 12' within 10 ft. of fire hydrants, manholes, catch basins or other utility structures. • Trees should not be planted within 5 feet of underground lines.	Sufficient spacing appears to have been given between trees and utility lines and structures.	Yes	
Landscaped area *(g)*	Areas not dedicated to parking use or driveways exceeding 100 sq. ft. shall be landscaped	Not indicated	TBD	
Name, type and number of ground cover (LDM 5)	As proposed on planting islands	No groundcovers are indicated except for around the detention pond	TBD	Please indicate all groundcovers to be used on the final site plan.
Snow deposit *(LDM 10)*	Show leave snow deposit areas on plan in locations where landscaping won't be damaged	None are proposed	TBD	Please indicate snow deposit areas other than just the sides of the drives on the final site plan for ends of runs.
Transformers/Utility boxes *(LDM 6)*	• A minimum of 2 ft. separation between box and the plants	No transformers are shown	TBD	1. Please show transformers and other utility boxes

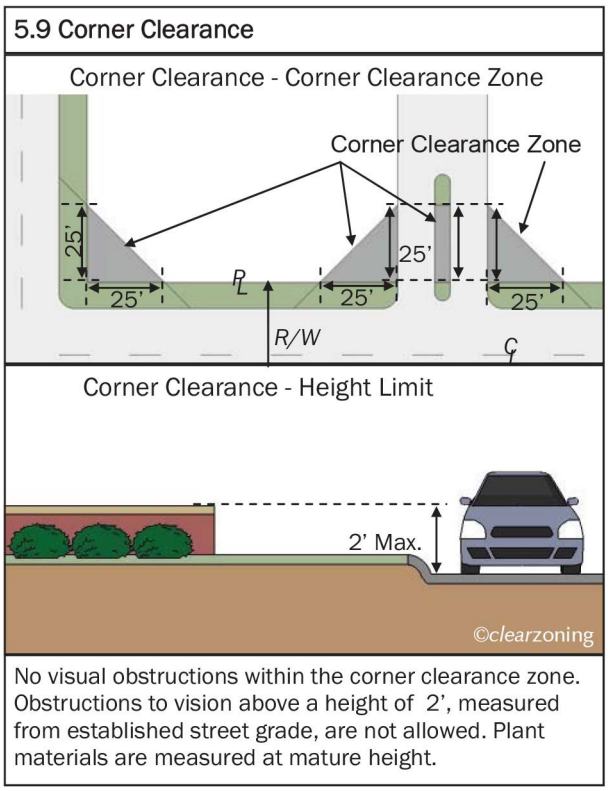
Item	Required	Proposed	Meets Code	Comments
	• Ground cover below 4" is allowed up to pad. • No plant materials within 8 ft. from the doors			when their locations are determined. 2. Please add an allowance of 10 shrubs per box on the plant list and label as such
Detention/Retention Basin Planting requirements *(Sec. 5.5.3.e, LDM 3)*	• Clusters of large native shrubs shall cover 70-75% of the basin rim area at 10 ft away from the permanent water line. • Canopy trees must be located at 1 per 35lf of the pond rim 10 feet away from the permanent water level • 10" to 14" tall grass along sides of basin • Refer to wetland for basin mix • Include seed mix details on landscape plan	• A seed mix is proposed for the detention pond • Shrub coverage meets the requirement • Canopy trees are proposed along the east, south and west sides of the pond – multifamily unit trees are used	• Yes • Yes • Yes	1. Please show the permanent water level of the pond too – no seed is required where it will be water, but the native mix should also be planted in the 25 foot buffer around the pond. 2. Please add the seed mix to the cost estimate. 3. Please add complete establishment and maintenance instructions for the native seed mixes (should be available from seed suppliers) – what is provided is not sufficient.
Phragmites and Japanese Knotweed Control (Zoning Sec 6.B)	All populations of Phragmites and/or Japanese Knotweed shall be eliminated from the site	• Phragmites populations are shown on Sheet 3 along with removal instructions. • No Japanese Knotweed was found.	Yes	
Landscape Notes and Details– Utilize City of Novi Standard Notes				
Plant List (LDM 4,11) – Include all cost estimates				
Quantities and sizes		No plant list is provided	Yes	Please add a plant list no later than the Final Site Plan.
Root type		No plant list is provided		See above
Botanical and common names	• At least 50% of plant species used, not including seed mixes or woodland replacement trees,	No plant list is provided		See above

Item	Required	Proposed	Meets Code	Comments
	must be species native to Michigan. • The non-woodland replacement tree diversity must meet the standards of the Landscape Design Manual section 4.			
Type and amount of lawn		No groundcovers are indicated	TBD	Please clearly show what groundcovers will be used.
Cost estimate (LDM 10.h.(11))	For all new plantings, mulch and sod as listed on the plan	No		Please add the cost estimate to the Final Site Plans.
Planting Details/Info (LDM Part III) – Utilize City of Novi Standard Details				
Canopy Deciduous Tree	Refer to LDM for detail drawings	Yes	Yes	
Evergreen Tree		Yes	Yes	
Shrub		Yes	Yes	
Multi-stem tree		Yes	Yes	
Perennial/ Ground Cover		Yes	Yes	
Tree stakes and guys	Wood stakes, fabric guys.	Yes	Yes	
Cross-Section of Berms *(LDM 1.a.(1))*				
Slope, height and width	• Label contour lines • Maximum 33% slope • Constructed of loam • 6" top layer of topsoil	Yes	Yes	
Type of Ground Cover		Lawn is indicated	Yes	
Setbacks from Utilities	Overhead utility lines and 15 ft. setback from edge of utility or 20 ft. setback from closest pole, 10 feet from structures, hydrants	It appears proper spacing is provided	Yes	
Walls *(LDM 10 & Zoning Sec 5.5.3.vi)*				
Material, height and type of construction footing	Freestanding walls should have brick or stone exterior with masonry or concrete interior	No retaining walls are proposed – only the sign wall		
Walls greater than 3 ½ ft. should be designed and sealed by an Engineer				
Notes *(LDM 10) – Utilize City of Novi Standard Details*				

Item	Required	Proposed	Meets Code	Comments
Installation date *(LDM 2.l. & Zoning Sec 5.5.5.B)*	• Provide intended date • Between Mar 15 – Nov 15	Between Mar 15 – Nov 15	Yes	
Maintenance & Statement of intent *(LDM 2.m & Zoning Sec 5.5.6)*	• Include statement of intent to install and guarantee all materials for 2 years. • Include a minimum one cultivation in June, July and August for the 2-year warranty period.	Yes	Yes	
Plant source *(LDM 2.n & LDM 3.a.(2))*	Shall be northern nursery grown, No.1 grade.	Yes	Yes	
Establishment period *(Zoning Sec 5.5.6.B)*	**2 yr. Guarantee**	Yes	Yes	
Approval of substitutions. *(Zoning Sec 5.5.5.E)*	City must approve any substitutions <u>in writing</u> prior to installation.	Yes	Yes	
General Landscape Requirements (LDM)				
General Conditions *(LDM 11)*	Plant materials shall not be planted within 4 ft. of property line	Yes	Yes	
Irrigation *(LDM 10.l.)*	A fully automatic irrigation system and a method of draining or an alternative means of providing water sufficient for the plants' establishment and long-term survival is required on the Final Site Plan	• A note indicates that an irrigation system will be provided. • Notes regarding the requirements for the system have also been added	Yes	1. <u>Please include an irrigation plan or information as to how plants will be watered sufficiently for establishment and long- term survival in the Final Site Plan</u> 2. <u>An irrigation system should meet the requirements listed below.</u> 3. <u>If xeriscaping is used, please provide information about plantings included.</u>
Other information *(LDM 10.n)*	Required by Planning Commission	NA		
Landscape tree credit *(LDM11.b.(d))*	• Substitutions to landscape standards for preserved canopy trees outside woodlands/ wetlands should be approved by LA. • Refer to Landscape	No		

Item	Required	Proposed	Meets Code	Comments
	tree Credit Chart in LDM			
Plant Sizes for ROW, Woodland replacement and others *(LDM 11.b)*	• Canopy Deciduous shall be 3" and sub-canopy deciduous shall be 2.5" caliper. • Refer to LDM section 11.b for more details	No		Include on the plant list
Plant size credit *(LDM11.b)*	NA	None taken		
Prohibited Plants *(LDM 11.b)*	Do not use any plants on the Prohibited Species List	None are proposed	Yes	
Recommended trees for planting under overhead utilities *(LDM 3.e)*	Label the distance from the overhead utilities	An overhead line exists along Wixom Road	TBD	The proposed canopy street trees appear to be under the overhead lines. **Please check this and use subcanopy trees if necessary, and if there is room for them.**
Collected or Transplanted trees *(LDM 11.b.(2)(c)*		None		
Nonliving Durable Material: Mulch *(LDM 12)*	• Trees shall be mulched to 3" depth and shrubs, groundcovers to 2" depth • Specify natural color, finely shredded hardwood bark mulch.	In details	Yes	

NOTES:
1. This table is a working summary chart and not intended to substitute for any Ordinance or City of Novi requirements or standards.
2. The section of the applicable ordinance or standard is indicated in parenthesis. For the landscape requirements, please see the Zoning Ordinance landscape section 5.5 and the Landscape Design Manual for the appropriate items under the applicable zoning classification.
3. Please include a written response to any points requiring clarification or for any corresponding site plan modifications to the City of Novi Planning Department with future submittals.



Irrigation System Requirements

1. Any booster pump installed to connect the project's irrigation system to an existing irrigation system must be downstream of the RPZ.
2. The RPZ must be installed in accordance with the 2015 Michigan Plumbing Code.
3. The RPZ must be installed in accordance with the manufacture installation instructions for winterization that includes drain ports and blowout ports.
4. The RPZ must be installed a minimum of 12-inches above FINISHED grade.
5. Attached is a handout that addresses winterization installation requirements to assist with this.
6. A plumbing permit is required.
7. The assembly must be tested after installation with results recorded on the City of Novi test report form.





Text would not include "Mitigation Bank" and possibly not EGLE/MDEQ if the easement is not an EGLE easement

merjent

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February 3, 2026

Lindsay Bell
Planner – Community Development
City of Novi
45175 Ten Mile Road
Novi, MI 48375

Submitted electronically to lbell@cityofnovi.org

Re: Camelot Parc Townhomes Re-revised Planned Suburban Low-Rise Woodland and Wetland Review (JSP25-02)

Dear Lindsay,

Merjent, Inc. (Merjent) has conducted a review of the re-revised Planned Suburban Low-Rise (rrPLSR) for the Camelot Parc Townhomes (Project), prepared by Atwell (Applicant; rev. date 1/9/2026). The landscape portion of the site plan was prepared by Allen Design and is dated 1/9/2026. Merjent reviewed the plan for conformance with the City of Novi's (City) Woodland Protection Ordinance, Chapter 37, and Wetlands and Watercourse Protection Ordinance, Chapter 12 Article V. The Project is located at the northeast corner of the intersection of Wixom Road and Stonebrook Drive (parcel 50-22-17-300-019) in Section 17 of the City of Novi (site). The site contains City-regulated woodlands (**Figure 1**) and City-regulated wetlands (**Figure 2**).

Merjent is aware that this site has had previous reviews in 2021 and 2022 related to City Job Numbers JSP22-01 and PWT21-02 for the Avalon Park Townhomes. These previous reviews were evaluated in conjunction with writing this review and previous reviews. The previous reviews were conducted by the Mannik and Smith Group (MSG) and the Davey Resource Group (DRG).

Merjent submitted a woodland and wetland review on March 5, 2025 and found deficiencies in both the woodland and wetland submittals of the initial PSLR.

A revised submittal and review (rPSLR Review) occurred on July 10, 2025 and approvals were recommended for both the woodlands and wetland portions of the site plan, with requests for additional edits upon future submittals. Merjent also attended a call with the City and the Applicant on December 22, 2025 to discuss additional changes that may be needed for the plan based on feedback received.

Woodlands (Text retained from July 10, 2025 Review)

Woodland Recommendation: Merjent **recommends approval** of the Camelot Parc Townhomes rPSLR with the **condition to implement the requested edits**. Additional Woodland Review comments have been provided to meet the requirements of the Woodland Protection Ordinance. The following Woodland Regulations apply to this site:

Woodland Regulation	Required
Woodland Permit (Chapter 37, Section 37-26)	YES
Tree Replacement (Chapter 37, Section 37-8)	YES
Tree Protection (Fence; Chapter 37, Section 37-9)	YES
Woodland Conservation Easement (Chapter 37-30[e])	YES

*See clarification request comments

Woodland Review Comments

1. City-regulated woodlands, as identified on the City of Novi Woodlands interactive map website, are not noted as being present onsite. However, Merjent reviewed the JSP22-01 Woodland Review performed by DRG and concurs with DRG's establishment of regulated woodlands on-site. Note that both the woodlands and property limits depicted on the City map are considered approximations (**Figure 1**). Select photos from the site visit is included in **Attachment A**.

2. Pursuant to Chapter 37, Section 37-28, an accurate woodland survey should be provided and be accompanied by a separate key identifying the location of all trees eight inches at diameter at breast height (DBH) and greater, by size, common, genus and species names (i.e. Red Maple/*Acer rubrum*), and condition. Such information shall be provided by a registered landscape architect, certified arborist, or registered forester, through an onsite inspection, who must verify the contents by seal and/or registration number with signature, whichever applies. The dripline of affected trees shall be clearly indicated on the plan.

   - An updated tree survey was conducted on April 18, 2025 and updated DBH's have been provided on Sheet 10.

3. When a proposed site plan is located within a regulated woodland, any tree proposed for removal with a diameter at breast height (DBH) greater than or equal to eight inches will require tree replacement and a Woodland Use Permit per Section 37-8. This also applies to any tree that will be preserved, but where impacts to critical root zones are proposed.

4. Regardless of the presence of regulated woodlands onsite, a Woodland Use Permit is required to perform construction on any site containing the removal of trees larger than 36 inches DBH.

   - No trees larger than 36 inches DBH are proposed for removal outside of regulated woodlands.

5. The plan has proposed the removal of 20 regulated trees. A **Woodland Use Permit** is required to perform construction on any site containing regulated woodlands. A **Woodland Use Permit** is required for this project and because more than three trees are proposed for removal, Planning Commission approval is required for this Project.

6. **Woodland Replacement**. Based on a review of the plan, the following woodland replacements are currently required:

Tree Size (DBH, inches)	Number of Trees	Ratio Replacement/Removed Tree	Total Replacements Required
8-11	7	1	7

Tree Size (DBH, inches)	Number of Trees	Ratio Replacement/Removed Tree	Total Replacements Required
12-20	6	2	12
21-29	4	3	12
30+	3	4	12
Multi-stem	0	Sum of Stem DBH/8 (rounded up)*	0
Total	**20**	**-**	**43**

- The applicant has listed the number of replacements required on Sheet 10.
- **Requested clarification**: Either a separate sheet or details should be added to Sheet 3 showing the final development plans in conjunction with trees that will remain on-site. Based on Davey Resource Group's January 10, 2023 review, trees such as Tree 9688 are within the regulated woodland. Based on the location of the woodland fence (see Comment 9), it is assumed the critical root zone of this and other trees will be impacted and should be reflected in the count of trees to be impacted even if they remain. Therefore, tree replacement calculations should be updated to reflect impacts to the critical root zone of regulated woodland trees.

7. A replacement plan and cost estimate for the tree replacement will be necessary prior to final site plan approval by the City. Woodland replacement credits can be provided by:
    a. Planting the woodland tree replacement credits on-site.
        i. For tree replacement credits that will be planted on-site, a financial guarantee of $400/tree replacement credit is required to ensure the planting of the on-site woodland replacement credits. The financial guarantee would be released after trees have been planted and approved by the City of Novi. The financial guarantee will be released after trees have been planted and approved by the City of Novi, and applicants must request a tree planting inspection.
        ii. Woodland replacements shall be guaranteed for two growing seasons after the applicant's installation and the City's acceptance. A two-year maintenance bond in the amount of 25% of the value of the trees, but in no case less than $1,000, shall be required to ensure the continued health of the trees following acceptance.
    b. Payment to the City of Novi Tree Fund at a non-refundable rate of $400/woodland replacement credit.
    c. Combination of on-site tree planting and payment into the City of Novi Tree Fund ($400/woodland replacement credit).

- The applicant has stated on Sheet L-1 that all trees will be replaced via a non-refundable payment into the City of Novi Tree Fund. The applicant should list on the site plan (where appropriate) that **all 43 replacement trees will be paid into the City of Novi Tree Fund via a non-refundable payment of $17,200** (43 x $400).
    - **Requested Edit**: Sheet L-1 should be updated to reflect the number of replacements listed on Sheet 10. Note that not all removals of trees on-site are of regulated trees.

8. **Critical root zone**. Accurate critical root zones must be depicted on the site plan for all regulated trees within 50 feet of the proposed grading or construction activities. Section 37-2 defines a critical root zone

as a circular area around a tree with a radius measured to the tree's longest dripline radius plus one foot.
- See Comment 6 for information on clarification of critical root zone impacts.
- Proposed developments should be displayed in conjunction with trees to remain.

9. A **woodland fence guarantee of $6,000** ($5,000 x 120%) is required per Chapter 26.5-37. The financial guarantee shall be paid prior to tree removal. The woodland fence inspection will be performed by Merjent. **The Applicant is responsible for requesting this inspection.**

    - **Requested edit**: the proposed five-foot wide gravel path within the woodland area does meet exception (5) under Section 37-27 for not requiring a woodland permit:
        - *Facilitation of passive outdoor recreation activities, such as the utilization of unpaved trails or woodlands for nature study, hiking, horseback riding, trapping and hunting as otherwise legally permitted and regulated and only to the extent necessary to undertake such activities. The exception for outdoor recreation shall include the development of land for nonmotorized recreational uses.*

    - It is requested that tree protection fence be added around and within the five-foot gravel path to the maximum extent practicable to ensure trees will not be accidentally impacted by light machinery when delivering and placing the gravel for the proposed path. Additionally, the footprint of the proposed path should be displayed in conjunction with the trees to remain post-development.

10. The Applicant may be required to provide preservation/conservation easements as directed by the City of Novi Community Development Department for any areas of remaining woodlands. The applicant may be required to demonstrate that all remaining woodland trees will be guaranteed to be preserved with a conservation easement or landscape easement to be granted to the city. This language shall be submitted to the City Attorney for review. The executed easement must be returned to the City Attorney within 60 days of the issuance of the City of Novi Woodland permit. Any associated easement boundaries shall be indicated on the Plan.

Wetlands

Wetland Recommendation: Merjent **recommends approval** of the Camelot Parc Townhomes rrPSLR based on the comments provided below, **with conditions to increase mitigation provided on-site; construct additional mitigation off-site; or reduce impacts** (see Comment 3). Some comments below have been preserved from the rPSLR submittal and additional comments have been added.

Upon review of published resources, the Site appears to contain or immediately borders:

☒ City-regulated wetlands, as identified on the City of Novi interactive map website. Note that both wetland and property limits depicted on the City's map are considered approximations (**Figure 2**).

☒ Wetlands that are regulated by the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

☒ Wetlands as identified on National Wetland Inventory (NWI) and Michigan Resource Inventory System (MIRIS) maps, as identified on the EGLE Wetlands Viewer interactive map website (provided in previous review). NWI and MIRIS wetlands are identified by the associated governmental bodies' interpretation of topographic data and aerial photographs.

☒ Hydric (wetland) soil as mapped by the U.S. Department of Agriculture, Natural Resources Conservation Service, as identified on the EGLE Wetlands Viewer interactive map website (provided in previous review).

Permits and Regulatory Status

Due to the comments below, the following wetland-related items will be required for this project:

Item	Required/Not Required
Wetland Permit (specify Non-minor or Minor)	Required, non-minor
Wetland Mitigation	Required
Environmental Enhancement Plan	Required
Wetland Buffer Authorization	Required
EGLE Wetland Permit	Likely Required*
Wetland Conservation Easement	Required

*EGLE is the final authority over wetlands and water resources in the State of Michigan.

Wetland Review Comments

1. An updated Wetland Delineation was conducted on April 30, 2025 showing expanded wetland areas that more accurately reflect the conditions on-site. Select photos from Merjent's July 1, 2025 site visit are provided in **Attachment A**.

2. As currently proposed, the rrPSLR lists the following fills/impacts to wetlands on-site:

Impact	Amount
Forested Permanent	4,483 sq. ft. (0.10 acre) 166 cu. yd.
Emergent Permanent	12,063 sq. ft. (0.27 acre) 756 cu. yd.
Scrub-shrub Permanent	724 sq. ft. (0.02 acre) 27 cu. yd.
Emergent Temporary	969 sq. ft. (0.02 acre)
Scrub-shrub Temporary	2,417 sq. ft. (0.06 acre)
Total Permanent	17,720 sq. ft. (0.40 acre) 949 cu. yd.

3. Section 12-176 states that mitigation will be provided onsite where practical and beneficial to the wetland resources. When a project permanently impacts 0.25 acre or more of essential wetland, the City of Novi requires mitigation at a ratio of 2:1 for forested wetlands and 1.5:1 for emergent and scrub-shrub wetlands.
    a. The applicant has stated that they will provide 0.61 acre of wetland mitigation on-site.
    b. The performance standards for mitigation sites in the City of Novi are included as **Attachment B**.
    c. **The applicant is required to provide 0.65 acre of wetland mitigation pursuant to the conditions set forth in Section 12-176. The applicant has only provided 0.61 acre of wetland mitigation. The applicant will need to provide an additional 0.04 acre of wetland either on-site or "at other locations within the city [if on-site mitigation] is impractical"**

(Section 12-176). **Otherwise, the applicant can reduce impacts to only require 0.61 acre of wetland mitigation on-site**.

d. For final site plan approval, the applicant will need to provide all required criteria stated in Section 12-176 in the final site plan or appended to the final site plan review submission.

4. EGLE is the final authority of the location and regulatory status of state-regulated wetlands in Michigan. Due to the connectivity of the wetland(s) on-site to other water resources, it is likely that the wetland on-site are EGLE-regulated in addition to being City-regulated. A City wetland use permit cannot be granted until either an EGLE Permit is obtained or official documentation from EGLE is received that states an EGLE Permit is not required for the proposed project.

5. In addition to wetlands, the City of Novi regulates wetland and watercourse buffers/setbacks. Article 3.0 (Section 3.6 [M]) of the Zoning Ordinance states: "There shall be maintained in all districts a wetland and watercourse setback, as provided herein, unless and to the extent, it is determined to be in the public interest not to maintain such a setback. The intent of this provision is to require a minimum setback from wetlands and watercourses". The established wetland and watercourse buffer/setback limit is 25 horizontal feet, regardless of grade change. The location and area of affected wetland buffers/setbacks must be identified on site development plans.
   a. The 25-foot setback buffer is identified on the rrPSLR.
   b. Buffer impacts are identified on the rrPSLR and are summarized below.

Impact	Amount
Forested Buffer	8,198 sq. ft. (0.19 acre)
Emergent Buffer	20,408 sq. ft. (0.47 acre)
Scrub-shrub Buffer	2,652 sq. ft. (0.06 acre)
Total Buffer Impact	31,258 sq. ft. (0.72 acre)

Requested edit: In future submittals, buffer impacts should be differentiated by permanent and temporary impacts (if applicable). If impacts are temporary, descriptions or sequencing should be provided showing how the temporary impacts will be restored. The temporary wetland restoration sequencing provided on Sheet 7 can be applied to any temporary buffer impacts – the header will need to be updated. Identify any temporary buffer impacts using a different symbology in the site plan.

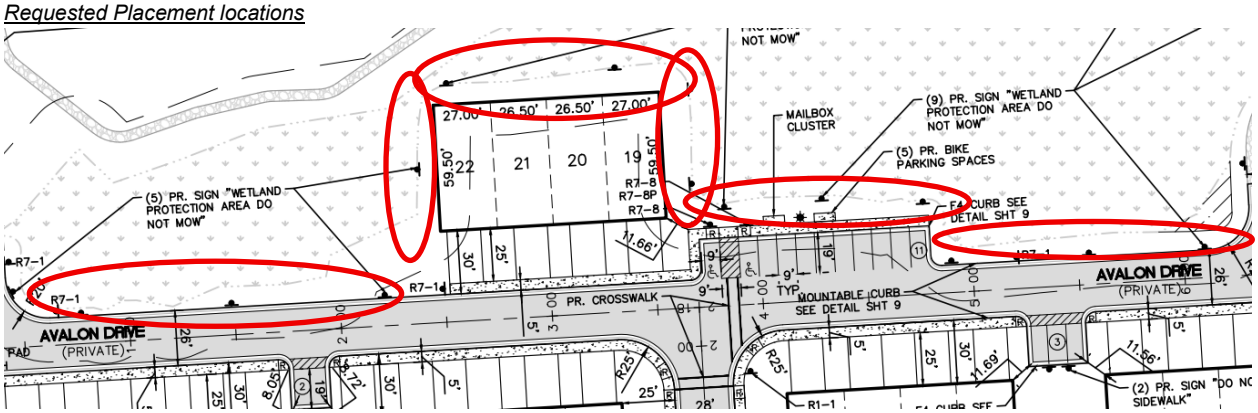
The italicized text and image below are originally from Comment 5 in the July 2025 wetland review and has been addressed in the rrPSLR submittal on Page L-1.

Due to the extensive proposed loss of wetland buffer along the southern remaining wetland area, it is requested that the applicant perform environmental enhancement along the southern portion of the remaining wetland (see screenshot below). The applicant should plant at least three different species of wetland rated shrubs throughout the southern boundary of the wetland. This will allow a small separation from the wetland and the proposed development. Additionally, it will deter any accidental mowing of the wetlands and remaining buffer areas. Shrubs could include three of the following species:

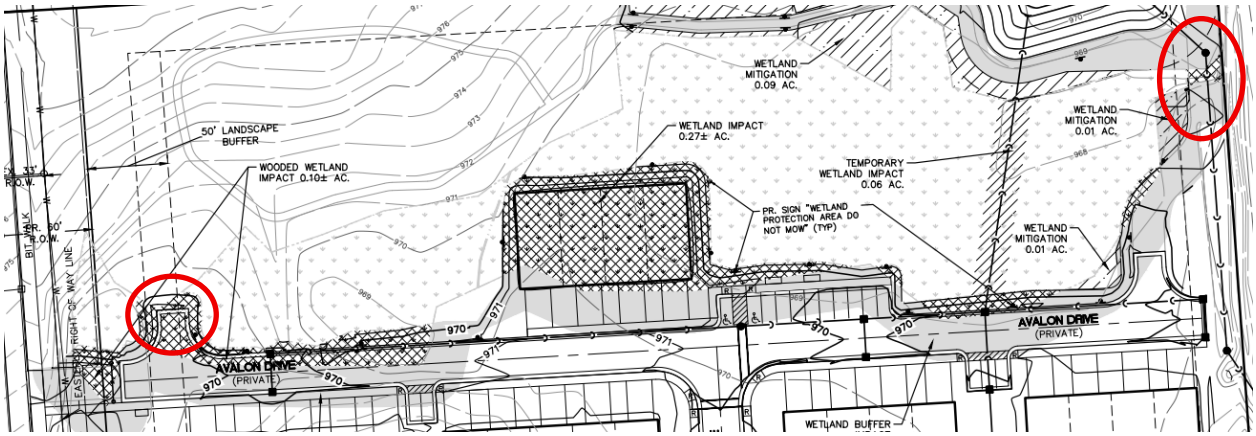
- *Buttonbush (Cephalanthus occidentalis)*
- *Swamp Rose (Rosa palustris)*
- *Winterberry Holly (Ilex verticillata)*
- *Silky Dogwood (Cornus amomum)*
- *Northern Spicebush (Lindera benzoin)*
- *Red-osier Dogwood (Cornus sericea or C. stolonifera)*
- *Black Chokeberry (Aronia melanocarpa)*
- *Meadowsweet (Spiraea alba)*

- *Common Elderberry (Sambucus canadensis)*

Requested Placement locations



6. Portions of the wetland may become disconnected by the placement of fill throughout the site. It is requested that wetland equalizer culverts or similar structures be placed beneath roads that allow the wetlands on-site to remain connected. Specifically in the locations circled below. The eastern circled area reflects the approximate off-site portions of the wetland as delineated by ASTI on April 30, 2025.



7. The cost to perform any wetland protection and restoration shall be listed on the site plan, per Chapter 26.5, Section 26.5-7 (b) of the City of Novi Code of Ordinances. A **Wetland Financial Performance Guarantee** in the amount of 120% of the cost to perform any wetland protection, restoration, and development will be collected prior to the granting of a Wetland Use Permit.

8. The Applicant is encouraged to provide wetland conservation easements for any areas of remaining wetland and 25-foot wetland buffer. The Applicant shall provide wetland conservation easements as directed by the City of Novi Community Development Department for any areas of proposed wetland mitigation areas (if necessary). This language shall be submitted to the City Attorney for review. The executed easement must be returned to the City Attorney within 60 days of the issuance of the City of Novi Wetland Use Permit.

Should you have any questions or concerns with this review, please contact me via email at jason.demoss@merjent.com or via phone at (619) 944-3835.

Sincerely,

Merjent, Inc.



Jason DeMoss, PWS
Environmental Consultant

Enclosures:

Figure 1 – City of Novi Woodlands Map
Figure 2 – City of Novi Wetlands Map
Attachment A – Site Photos
Attachment B – City of Novi Wetland Mitigation Performance Standards

CC:
Barb McBeth, City of Novi, bmcbeth@cityofnovi.org
Rick Meader, City of Novi, rmeader@cityofnovi.org
Stacey Choi, City of Novi, schoi@cityofnovi.org
Matt Pudlo, Merjent, matt.pudlo@merjent.com



Figure 1. City of Novi Regulated Woodlands Map
Approximate Site boundary is shown in red.
Approximate Regulated Woodland areas are shown in green.
DRG established additional regulated woodlands in orange (within site boundary).



Figure 2. City of Novi Regulated Wetlands Map
Approximate Site boundary is shown in Red.
Approximate Regulated Wetland areas are shown in blue.

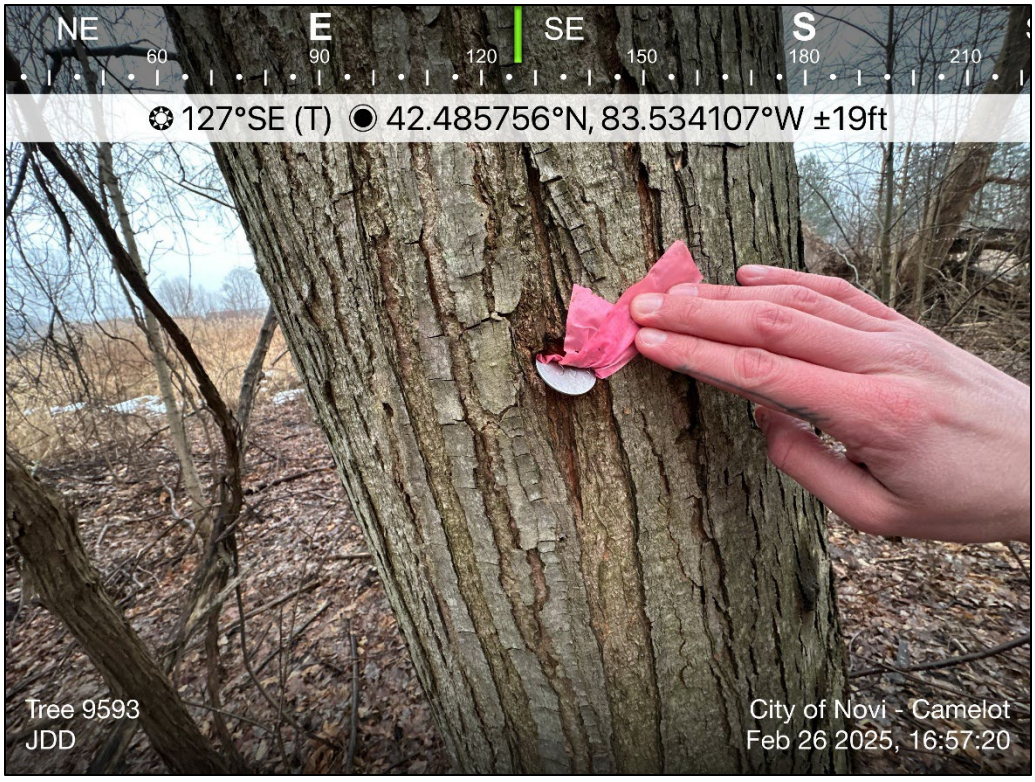
Attachment A
Site Photographs



Overview of a stormwater outflow at the southwest edge of the site



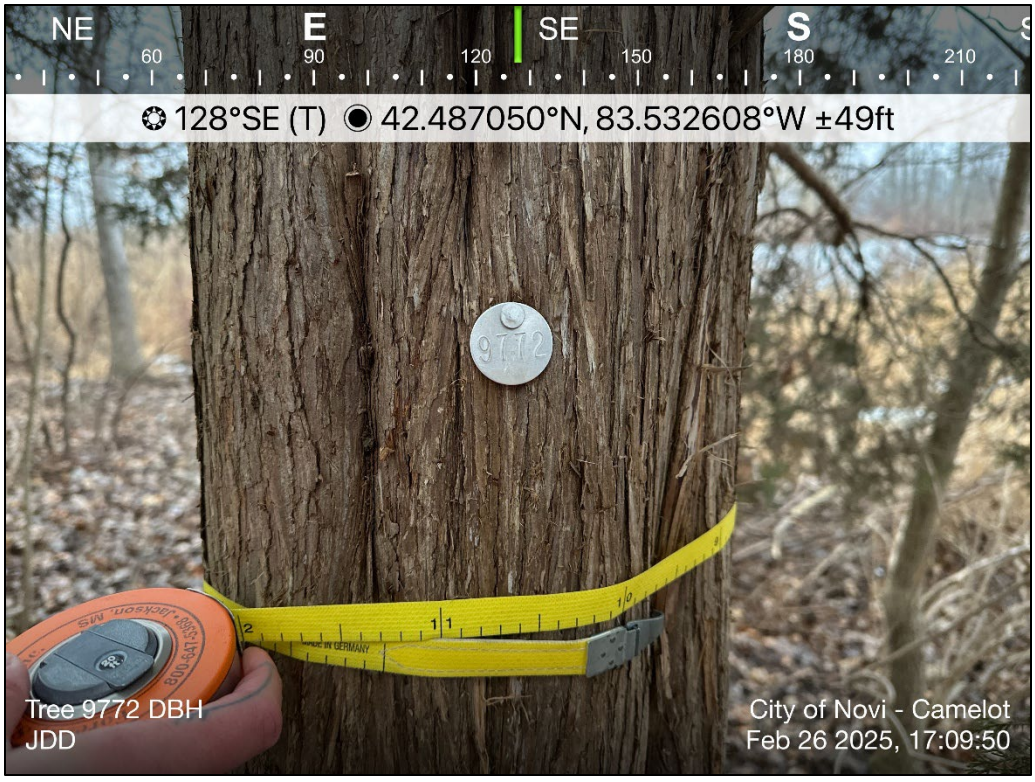
Tree 9593 DBH just under 20inches



Overview of a tree tag on-site that is half covered by tree growth



DBH of Tree 9596 just over 15 inches



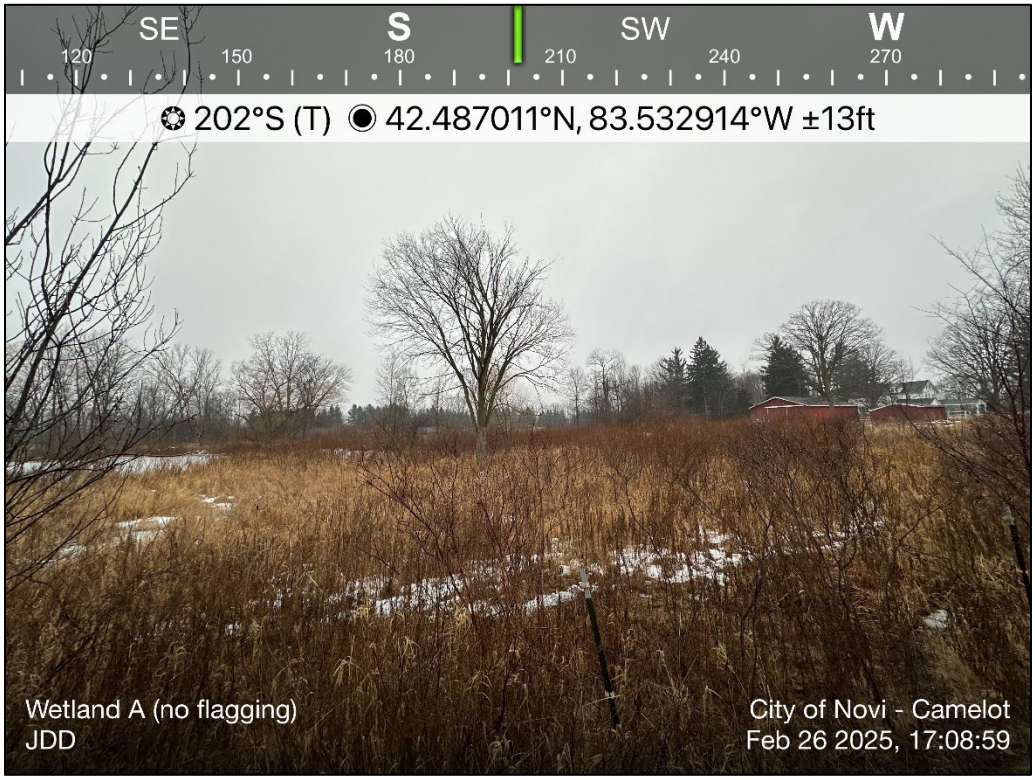
Tree 9772 with a DBH just over 11 inches



A potential unmarked wetland at the southern edge of the site in a concave swale with *Populus deltoides* saplings, *Phalaris arundinacea* dominant herbaceous cover, and standing water.



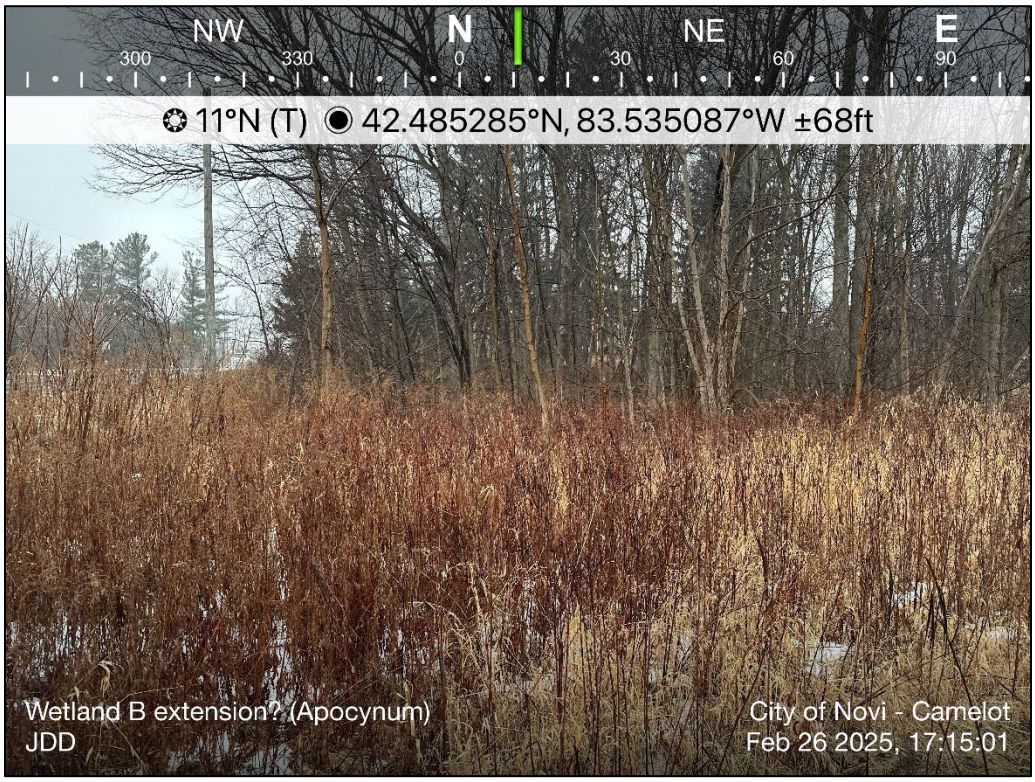
A potential unmarked wetland at the southern edge of the site in a concave swale with *Populus deltoides* saplings, *Phalaris arundinacea* dominant herbaceous cover, and standing water.



Overview of Wetland A with no flagging



Overview of Wetland B with no flagging



Wetland B may have expanded over the past 4-5 years. The southwest boundary is dominated by a mix of *Phalaris arundinacea* and *Apocynum cannabinum*.



Overview of Wetland C with no flagging.

Attachment B
City of Novi Wetland Mitigation Performance Standards

a. Construction has been completed in accordance with the City of Novi's approved plans and specifications included in the permit and mitigation plan (and associated approved site plan).

b. The mitigation wetland is characterized by the presence of water at a frequency and duration sufficient to support a predominance of wetland vegetation and the wetland types specified at the end of the monitoring period. The monitoring period will follow the U.S. Army Corps of Engineers definition of the growing season as stated in the 1987 *Wetland Delineation Manual*:

   i. "The portion of the year when soil temperatures at 19.7 inches (50 cm) below the soil surface are higher than biological zero (5°C [41°F]). For ease of determination, this period can be approximated by the number of frost-free days."

   ii. "Estimating starting and ending dates for the growing season are based on 28°F (-2.2°C) air temperature thresholds at a frequency of five years in 10."

c. A layer of high-quality topsoil, from the A horizon of an organic or loamy surface texture soil, is placed (or exists) over the entire wetland mitigation area at a minimum thickness of six inches.

d. The mitigation wetland shall be free of oil, grease, debris, and all other contaminants.

e. A minimum of six wildlife habitat structures, consisting of at least three types, have been placed per acre of mitigation wetland. At least 50 percent of each structure shall extend above the normal water level. The types of acceptable wildlife habitat structures are:

   i. Tree stumps laid horizontally within the wetland area. Acceptable stumps shall be a minimum of six feet long (log and root ball combined) and 12 inches in diameter.

   ii. Logs laid horizontally within the wetland area. Acceptable logs shall be a minimum of 10 feet long and six inches in diameter.

   iii. Whole trees laid horizontally within the wetland area. Acceptable whole trees shall have all of their fine structure left intact (i.e., not trimmed down to major branches for installation), be a minimum of 20 feet long (tree and root ball), and a minimum of 12 inches in diameter.

   iv. Snags which include whole trees left standing that are dead or dying, or live trees that will be flooded and die, or whole trees installed upright into the wetland. A variety of tree species should be used for the creation of snag habitat. Acceptable snags shall be a minimum of 20 feet tall (above the ground surface) and a minimum of 12 inches in diameter at breast height. Snags should be grouped together to provide mutual functional support as nesting, feeding, and perching sites.

   v. Sand mounds at least 18 inches in depth and placed so that they are surrounded by a minimum of 30 feet of water measuring at least 18 inches in depth. The sand mound shall have at least a 200 square foot area that is 18 inches above the projected high-water level and oriented to receive maximum sunlight.

f. The mean percent cover of native wetland species in the herbaceous layer at the end of the monitoring period is not less than:

   i. 60 percent for emergent wetland.

   ii. 80 percent for scrub-shrub wetland.

iii. 80 percent for forested wetland.

g. Extensive areas of open water and submergent vegetation areas having no emergent and/or rooted floating vegetation shall not exceed 20 percent of the mitigation wetland area. Extensive areas of bare soil shall not exceed five percent of the mitigation wetland area. For the purposes of these performance standards, extensive refers to areas greater than 0.01 acre (436 square feet) in size.

h. The total percent cover of wetland species in each plot shall be averaged for plots taken in the same wetland type to obtain a mean percent cover value for each wetland type. For the purposes of this standard, total percent cover is the percent cover of the ground surface covered by vegetation, bare soil, and open water, when viewed from above. Total percent cover cannot exceed 100 percent. Plots within identified extensive open water and submergent areas, bare soil areas, and areas without a predominance of wetland vegetation shall not be included in this average. Wetland species refers to species listed as facultative and wetter (FAC, FACW, OBL) on the U.S. Army Corps of Engineer's 2020 Regional Plant List (version 3.5) for the Midwest Region.

i. The mitigation wetland supports a predominance of wetland (hydrophytic) vegetation (as defined in the 2010 U.S. Army Corps of Engineers “Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region [Version 2.0]”) in each vegetative layer, represented by a minimum number of native wetland species, at the end of the monitoring period. The minimum number of native wetland species per wetland type shall not be less than:

   i. 15 species within the emergent wetland.

   ii. 15 species within the scrub-shrub wetland.

   iii. 15 species within the forested wetland.

   The total number of native wetland plant species shall be determined by a sum of all species identified in sample plots of the same wetland type.

j. At the end of the monitoring period, the mitigation wetland supports a minimum of:

   i. 300 individual surviving, established, and free-to-grow trees per acre in the forested wetland that are classified as native wetland species and consisting of at least three different species.

   ii. 300 individual surviving, established, and free-to-grow shrubs per acre in the scrub-shrub wetland that are classified as native wetland species and consisting of at least four different species.

   iii. *Optional*: Eight native wetland species of grasses, sedges, or rushes per acre in the wet meadow wetland.

k. Physiognomic classification of trees and shrubs shall be in accordance with the most updated resource from the following list:

   i. The Michigan Floristic Quality Assessment

   ii. Michigan Flora (also referred to as the University of Michigan Herbarium)

   iii. The U.S. Army Corps of Engineer's Regional Plant List for the Midwest Region.

l. The mean percent cover of invasive species including, but not limited to, *Phragmites australis* (Common Reed), *Lythrum salicaria* (Purple Loosestrife), and *Phalaris arundinacea* (Reed Canary Grass) shall in combination be limited to no more than 10 percent within each wetland type. Invasive species shall not dominate the vegetation in any extensive area of the mitigation wetland. A more exhaustive list of invasive species that are known to be in Michigan can be found on the State of Michigan’s Invasive Species plant list (https://www.michigan.gov/invasives/id-report/plants)

If the mean percent cover of invasive species is more than 10 percent within any wetland type or if there are extensive areas of the mitigation wetland in which an invasive species is one of the dominant plant species, the permittee shall submit an evaluation of the problem to the City of Novi and/or the. If the permittee determines that it is infeasible to reduce the cover of invasive species to meet the above performance standard, the permittee must submit an assessment of the problem, a control plan, and the projected percent cover that can be achieved for review by the City of Novi. Based on this information, the City of Novi may approve an alternative invasive species standard. Any alternative invasive species standard must be approved in writing by the City of Novi.

If the mitigation wetland does not satisfactorily meet these standards by the end of the monitoring period, or is not satisfactorily progressing during the monitoring period, the permittee will be required to take corrective

Consultant review of Monitoring Reports will be split into the following sections:

1. Vegetation
2. Invasive Species
3. Hydrology
4. Wildlife Observations
5. Topsoil
6. Pollutants
7. Signage
8. Wetland Recommendations (as applicable)
    a. Financial Guarantee Release

AECOM
39575 Lewis Dr, Ste. 400
Novi
MI, 48377
USA
aecom.com

Project name:
JSP25-02 – Camelot Parc Townhomes PSLR Concept Plan Traffic Review

To:
Barbara McBeth, AICP
City of Novi
45175 10 Mile Road
Novi, Michigan 48375

From:
AECOM

Date:
March 4, 2025

CC:
Lindsay Bell, Humna Anjum, Diana Shanahan, Dan Commer, Milad Alesmail, Stacey Choi

Memo

Subject: JSP25-02 – Camelot Parc Townhomes PSLR Concept Plan Traffic Review

The PSLR concept site plan was reviewed to the level of detail provided and AECOM offers the following comments for the applicant to consider as they move forward with site plan development.

GENERAL COMMENTS

1. The applicant, Avalon Park Development, LLC, is proposing a 24-unit residential development featuring two-story townhomes.
2. The development is located east of Wixom Road and north of Stonebrook Drive. Wixom Road is under the jurisdiction of the City of Novi and Stonebrook Drive is a private street.
3. The site is zoned R-1 (One Family Residential) with an existing PSLR overlay.
4. The following traffic related deviations will be required if plans are not revised:
    a. Lack of offset between the back-of-curb and the sidewalk, where there are no parking spaces.

TRAFFIC IMPACTS

1. AECOM performed an initial trip generation based on the ITE Trip Generation Manual, 11th Edition, as follows.

    ITE Code: 215 – Single-Family Attached Housing
    Development-specific Quantity: 24 Dwelling Units
    Zoning Change: N/A

Trip Generation Summary	Estimated Trips	Estimated Peak-Direction Trips	City of Novi Threshold	Above Threshold?
AM Peak-Hour Trips	7	5	100	No
PM Peak-Hour Trips	10	6	100	No
Daily (One-Directional) Trips	132	N/A	750	No

2. The City of Novi generally requires a traffic impact study/statement if the number of trips generated by the proposed development exceeds the City's threshold of more than 750 trips per day or 100 trips per either the AM or PM peak hour, or if the project meets other specified criteria.

Trip Impact Study Recommendation	
Type of Study:	**Justification**
None	The applicant submitted a Trip Generation Analysis memo that also concluded that no further traffic studies are required.

TRAFFIC REVIEW

The following table identifies the aspects of the plan that were reviewed. Items marked O are listed in the City's Code of Ordinances. Items marked with ZO are listed in the City's Zoning Ordinance. Items marked with ADA are listed in the Americans with Disabilities Act. Items marked with MMUTCD are listed in the Michigan Manual on Uniform Traffic Control Devices.

The values in the 'Compliance' column read as 'met' for plan provision meeting the standard it refers to, 'not met' stands for provision not meeting the standard and 'inconclusive' indicates applicant to provide data or information for review and 'NA' stands for not applicable for subject Project. The 'remarks' column covers any comments reviewer has and/or 'requested/required variance' and 'potential variance'. A potential variance indicates a variance that will be required if modifications are not made or further information provided to show compliance with the standards and ordinances. The applicant should put effort into complying with the standards; the variances should be the last resort after all avenues for complying have been exhausted. Indication of a potential variance does not imply support unless explicitly stated.

EXTERNAL SITE ACCESS AND OPERATIONS				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
1	Driveway Radii | O Figure IX.3	25'	Met	Within required range.
2	Driveway Width | O Figure IX.3	28'	Met	No parking allowed on Avalon Drive and Camelot Drive.
3	Driveway Taper | O Figure IX.11	-	N/A	
3a	Taper length			
3b	Tangent			
4	Emergency Access | O 11-194.a.19	A second emergency access road with gate located along Wixom Road	Met	
5	Driveway sight distance | O Figure VIII-E	260'	Met	
6	Driveway spacing	-	N/A	Proposed driveway not on a major arterial.
6a	Same-side | O 11.216.d.1.d			
6b	Opposite side | O 11.216.d.1.e			
7	External coordination (Road agency)	-	N/A	
8	External Sidewalk | Master Plan & EDM	Existing sidewalk along Wixom Road and Stonebrook Drive	N/A	

EXTERNAL SITE ACCESS AND OPERATIONS				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
9	Sidewalk Ramps | EDM 7.4 & R-28-K	Indicated at entrance	Met	Update R-28-J detail included to the latest R-28-K version.
10	Any Other Comments:			

INTERNAL SITE OPERATIONS				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
11	Loading zone | ZO 5.4	-	N/A	
12	Trash receptacle | ZO 5.4.4	Trash collection to be provided by individual residential waste management service	Met	
13	Emergency Vehicle Access	Fire truck turning movements provided	Met	
14	Maneuvering Lane | ZO 5.3.2	-	N/A	
15	End islands | ZO 5.3.12	-	N/A	
15a	Adjacent to a travel way			
15b	Internal to parking bays			
16	Parking spaces | ZO 5.2.12	16 proposed		See Planning review letter.
17	Adjacent parking spaces | ZO 5.5.3.C.ii.p	<15 spaces in one row	Met	
18	Parking space length | ZO 5.3.2	19’	Met	
19	Parking space Width | ZO 5.3.2	9’	Met	
20	Parking space front curb height | ZO 5.3.2	4” shown in details	**Not Met**	6” curb required in front of 19’ parking spaces.
21	Accessible parking – number | ADA	1 required, 2 proposed	Met	
22	Accessible parking – size | ADA	Not dimensioned	**Inconclusive**	Dimension width of accessible aisle and spaces.
23	Number of Van-accessible space | ADA	1 required, 1 proposed	Met	
24	Bicycle parking			
24a	Requirement | ZO 5.16.1	None required, none proposed	N/A	
24b	Location | ZO 5.16.1	-	N/A	
24c	Clear path from Street | ZO 5.16.1	-	N/A	
24d	Height of rack | ZO 5.16.5.B	-	N/A	
24e	Other (Covered / Layout) | ZO 5.16.1, Text Amendment 18.301	-	N/A	

INTERNAL SITE OPERATIONS				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
25	Sidewalk – min 5' wide | Master Plan	5' proposed	Met	The applicant could extend the sidewalk for the full length on the north side of Avalon Drive.
26	Sidewalk ramps | EDM 7.4 & R-28-K	Indicated	Met	Update R-28-J detail included to the latest R-28-K version.
27	Sidewalk – distance back of curb | EDM 7.4	No offset provided	**Not Met**	**A deviation will be required for no offset.**
28	Cul-De-Sac | O Figure VIII-F	-	N/A	
29	EyeBrow | O Figure VIII-G	-	N/A	
30	Turnaround | ZO 5.10	20' radius, 20' width	Met	
31	Any Other Comments:			

SIGNING AND STRIPING				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
32	Signing: Sizes | MMUTCD	Provided	Met	
33	Signing table: quantities and sizes	Provided	Met	
34	Signs 12" x 18" or smaller in size shall be mounted on a galvanized 2 lb. U-channel post | MMUTCD	Provided	Met	
35	Signs greater than 12" x 18" shall be mounted on a galvanized 3 lb. or greater U-channel post | MMUTCD	Provided	Met	
36	Sign bottom height of 7' from final grade | MMUTCD	Provided	Met	
37	Signing shall be placed 2' from the face of the curb or edge of the nearest sidewalk to the near edge of the sign | MMUTCD	Provided	Met	
38	FHWA Standard Alphabet series used for all sign language | MMUTCD	Provided	Met	
39	High-Intensity Prismatic (HIP) sheeting to meet FHWA retro-reflectivity | MMUTCD	Provided	Met	
40	Parking space striping notes	Not provided	**Inconclusive**	Provide in future submittal.
41	The international symbol for accessibility pavement markings | ADA	Not provided	**Inconclusive**	Provide in future submittal.
42	Crosswalk pavement marking detail	Not provided	**Inconclusive**	Provide in future submittal.
43	Any Other Comments:	Proposed "Do Not Block Sidewalk" signs shown on site plan but not listed in sign quantities table.		

Note: Hyperlinks to the standards and Ordinances are for reference purposes only, the applicant and City of Novi to ensure referring to the latest standards and Ordinances in its entirety.

Should the City or applicant have questions regarding this review, they should contact AECOM for further clarification.

Sincerely,

AECOM



Paula K. Johnson, PE
Senior Transportation Engineer



Saumil Shah, PMP
Project Manager

DRN & ASSOCIATES, ARCHITECTS, PC
Phone: (248) 880-6523
E-Mail: dnecci@drnarchitects.com
Web: drnarchitects.com
50850 Applebrooke Dr., Northville, MI 48167

March 4, 2025

Façade Review Status Summary:
Approved, Section 9 Waiver Not Required

City of Novi Planning Department
45175 W. 10 Mile Rd.
Novi, MI 48375- 3024

Re: FACADE ORDINANCE REVIEW
Camelot Parc Townhomes, PSLR, JSP25-02
Façade Region: 1, Zoning District: RM-1,

Dear Ms. McBeth;
This façade review is based on the drawings by TRI Design Group, dated 1/7/25. The maximum and minimum percentage of façade materials required by the Façade Ordinance is shown in the right-hand column. Materials in non-compliance, if any, are highlighted in red. Colored renderings were provided. The Sample Board required by Section 5.15.4.D of the Ordinance was not provided. The sample board should be provided prior to the Planning Commission and/or City council meeting.

Horizontal Fiber Cement Siding is considered Wood Siding for the purpose of the Façade Ordinance (Footnote 13). The Façade Ordinance allows up to 50% of this material on buildings considered to be "residential style architecture" (Footnote 10). The proposed buildings have sloped gable roofs, punched window openings, attached garages, and individual entrances and are therefore considered residential style architecture with respect to the Façade Ordinance.

3-Plex	Front	Left	Right	Rear	Ordinance Maximum (Minimum)
Brick & Stone	32%	87%	87%	35%	100% (30% Min)
Fiber Cement Panels, Vertical Pattern	5%	0%	0%	0%	25%
Fiber Cement Panels - Horizontal Pattern	10%	5%	5%	17%	50%
Shake Siding	6%	0%	0%	0%	25%
Trim	3%	3%	3%	3%	10%
Asphalt shingles	44%	5%	5%	45%	50%

4-Plex	Front	Left	Right	Rear	Ordinance Maximum (Minimum)
Brick & Stone	32%	87%	87%	35%	100% (30% Min)
Fiber Cement Panels, Vertical Pattern	5%	0%	0%	0%	25%
Fiber Cement Panels - Horizontal Pattern	10%	5%	5%	17%	50%
Shake Siding	6%	0%	0%	0%	25%
Trim	3%	3%	3%	3%	10%
Asphalt shingles	44%	5%	5%	45%	50%

5-Plex	Front	Left	Right	Rear	Ordinance Maximum (Minimum)
Brick & Stone	32%	87%	87%	35%	100% (30% Min)
Fiber Cement Panels, Vertical Pattern	5%	0%	0%	0%	25%
Fiber Cement Panels - Horizontal Pattern	10%	5%	5%	17%	50%
Shake Siding	6%	0%	0%	0%	25%
Trim	3%	3%	3%	3%	10%
Asphalt shingles	44%	5%	5%	45%	50%

Façade Ordinance (Section 5.15) - As shown above all façades are in full compliance with the Façade Ordinance. A sample board indicating the proposed colors and textures of all façade materials should be provided prior to the Planning Commission meeting.

PSLR Ordinance (Section 3.21)		Complies (Yes / No)
C.i	Maximum Height 35', 2.5 Stories	YES
C.11.a(1)	Front Façade Offsets, 4' every 50'	YES
C.11.a(2)	Pedestrain entrance on front and rear façade, not greater than 60'	YES
C.11.a(3)	Pedestrain entracces recessed 4' min. w/ covered porch,	YES
C.11.b(1)	Gable and hip roof lines	YES
C.11.b(2)	Roofs feaures to reduce roofing material to 70% max.	YES
C.11.b(3)	Minimum roof slope of 6:12 with gutters and downspouts	YES
C.11.b(4)	Roof material; shingles, slate, metal, etc.	YES
C.11.b(5)	Solar colercors allowed but not required.	YES
C.11.c(1)	Windows divided lite, 6 SF max.	YES
C.11.c(2)	Windows 15' max. width, 2' separation	YES
C.11.c(3)	Window trim; moldings or shutters	YES
C.11.d	Complies with the Façade Ordinance Section 5.15, except flat metal, standing seam, spandrel glass, display glass, EIFS, granite, marble and C-brick are not allowed.	YES

Planned Suburban Low-Rise Ordinance (Section 3.21) – Section 3.21.C of the Ordinance sets additional requirements for buildings in the PLSR District. As shown above the proposed facades substantially comply with the PLSR Ordinance requirements.

Notes to the Applicant:

1. Inspections – The Façade Ordinance requires inspection(s) for all projects. Materials displayed on the approved sample board will be compared to materials delivered to the site. It is the applicant's responsibility to request the inspection of each façade material at the appropriate time. Inspections may be requested using the Novi Building Department's Online Inspection Portal with the following link. Please click on "Click here to Request an Inspection" under "Contractors", then click "Façade". **http://www.cityofnovi.org/Services/CommDev/OnlineInspectionPortal.asp**.

2. RTU Screening - It should be noted that all roof top units must be screened from view from all vantage points both on-site and off-site using materials in compliance with the Façade Ordinance.

Sincerely,
DRN & Architects PC

Douglas R. Necci, AIA

February 25, 2025

TO: Barbara McBeth - City Planner
Lindsay Bell - Plan Review Center
Dan Commer – Plan Review Center
Diana Shanahan – Plan Review Center
Stacey Choi – Planning Assistant

RE: Camelot Parc Townhomes

PSP# 24-0004

Project Description:

Build a 6 multi-tenant building off Wixom Rd & Stonebrook.

Comments:

- **All** fire hydrants **MUST** be installed and operational prior to any combustible material is brought on site. **IFC 2015 3312.1**
- For new buildings and existing buildings, you **MUST** comply with the International Fire Code Section 510 for Emergency Radio Coverage. This shall be completed by the time the final inspection of the fire alarm and fire suppression permits.
- Fire apparatus access drives to and from buildings through parking lots shall have a minimum fifty (50) feet outside turning radius and designed to support a minimum of thirty-five (35) tons. ***(D.C.S. Sec 11-239(b)(5))***
- All new multi-residential buildings shall be numbered. Each number shall be a minimum 10 inches high, 1 inch wide and be posted at least 15 feet above the ground on the building where readily visible from the street. ***(Fire Prevention Ord.)***
- The ability to serve at least two thousand (2,000) gallons per minute in single-family detached residential; three thousand (3,000) gallons per school areas; and at least four thousand (4,000) gallons per minute in office, industrial and shopping centers is essential. ***(D.C.S. Sec.11-68(a))***
- Fire hydrant spacing shall be measured as "hose laying distance" from fire apparatus. Hose laying distance is the distance the fire apparatus travels along improved access routes between hydrants or from a hydrant to a structure.
- Hydrants shall be spaced approximately three hundred (300) feet apart online in commercial, industrial, and multiple-residential areas. In cases where the buildings within developments are fully fire suppressed, hydrants shall be no more than five hundred (500) feet apart. The spacing of hydrants around commercial and/or industrial developments shall be considered as individual cases where special circumstances exist upon consultation with the fire chief. ***(D.C.S. Sec. 11-68 (f)(1)c)***

CITY COUNCIL

Mayor
Justin Fischer

Mayor Pro Tem
Laura Marie Casey

Dave Staudt

Brian Smith

Ericka Thomas

Matt Heintz

Priya Gurumurthy

City Manager
Victor Cardenas

Director of Public Safety
Chief of Police
Erick W. Zinser

Fire Chief
John B. Martin

Assistant Chief of Police
Scott R. Baetens

Assistant Fire Chief
Todd Seog

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

cityofnovi.org

Recommendation:

Approved with Conditions

Sincerely,



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

cc: file

CITY COUNCIL MEETING MINUTES
MARCH 23, 2026 - EXCERPT

REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, MARCH 23, 2026, 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, Martinez, Smith, Staudt

ALSO PRESENT: Victor Cardenas, City Manager
Danielle Mahoney, Assistant City Manager
Tom Schultz, City Attorney

APPROVAL OF AGENDA:

Member Heintz removed the MedStar presentation as the presenter was not in attendance at the meeting.

CM 26-03-030 **Moved by Heintz, seconded by Gurumurthy; MOTION CARRIED: 7-0**

To approve the agenda as amended.

Roll call vote on CM 26-03-030 **Yeas: Casey, Gurumurthy, Heintz, Martinez, Smith, Staudt, Fischer**
Nays: None

PUBLIC HEARINGS: None

PRESENTATIONS:

1. **Plante Moran Realpoint Public Safety Building Project Update**

Mr. Todd Fenton from Plante Moran Realpoint came with his colleague, Brian Weber. He said they were there to provide a high-level update on the work to date on this project, essentially where they've been, where they are today and where they are going since the voters passed the bond proposal in August of last year. The majority of their work to date has circled around site due diligence and regulatory issues, both with the PSB site and then the Fire Station 2 site, which is relatively new for everyone at the meeting and then the Fire Station 3 site on Venture. He said they are going through land surveys and doing Geotech soil sampling and analysis. They're doing wetland mitigation analysis and management planning, contaminated soils and moving soils around. He said they've probably seen what is referred to as "Mount Novi" is no longer there. That was part of the due diligence for the road project that they're going through. They've been doing storm water management as well.

Mr. Fenton said this part of the process is always fraught with what they don't know, so there's a lot of investigation going on in terms of what is under the ground. He said on that level, they are working with the City and with DTE on some infrastructure issues with utility relocations that could impact some of the site work on the PSB site. This is part of

Mayor Fischer said Member Gurumurthy, Mayor Pro Tem Casey and he had the pleasure of joining them for dinner the day before. He said Novi is proud of their relationship with the Japanese community and how many Japanese residents and businesses they have. He also said it was an honor to have them in attendance.

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

Steve Potocsky, 48849 Rockview Road, said he lives in the Villas at Stonebrook. He said they have been discussing road agreements and things like that. They do not have an agreement as of yet. Respectfully, the residents in Stonebrook would like to do what they can to somehow come up with a meeting to be scheduled with the city officials to discuss a few items related to Stonebrook projects.

Pauline Wolstencroft, 40611 Oakwood Drive, said they have owned their home for almost 22 years. Currently, there is a project where they are installing fiber lines to improve the infrastructure. Their home backs up to 9 Mile. She said she went outside her back gate leading out to 9 Mile and she almost fell into a four-foot trench that the installers had put there and did not tell the homeowners about. She said no one had told them that they were going to dig that far down or that they were putting a trench at the opening of their back gate. They marked off the area with caution tape for the people walking along the 9 Mile sidewalk but did not bother to inform the homeowners that the trench was there behind the gate. Secondly, near the middle of the yard, they installed a huge structure. This is not consistent with the other things that have been installed within the neighborhood. She said she lost a quarter of her yard. She lost a part of her yard when a contractor went through and cut down her trees and put in the sidewalks. She said no one contacted her from the City. She asked how the City can take her property and not tell her. She said that is not right. She asked why their lot was selected. She asked why they couldn't go across the street, why not go next to 9 Mile on the other side of the sidewalk. She has already lost trees, her vegetable garden, her square footage. She said she is still taxed on that square footage and the City is not paying her. She wants all of those structures removed from her property. If they have to be there, they need to find a place where they can put them where it's not interfering with her daily life. She said even though there is a privacy fence, she can still see them through the slats. She said since started putting in this fiber optic stuff, her internet does not work. She is really disappointed. She has lived there most of her life and she is disgusted with what she has had to give up for the infrastructure in Novi with no communication whatsoever from the City.

CONSENT AGENDA REMOVALS AND APPROVALS:

CM 26-03-031 Moved by Smith, seconded by Martinez; MOTION CARRIED: 7-0

To approve the Consent Agenda as presented.

public parking that would have access to the park. Mr. Shapiro said there have been many changes to the plans from the 400 down to what they have. It's a passive park and it's approximately 1,500 feet to the Beacon Hill Park. They contributed $25,000 to the Beacon Hill Park for whatever, but it's meant to be an extension of Novi walkability. There are parking spaces there and there will be reciprocal signage which is also part of the PRO. They are public roads. If there's some overflow, there are no units there, but there are no provisions. Most of those are all conservation easements in that area. Member Gurumurthy clarified that mostly the expectation is more walking and going there versus accessing the park versus coming in cars and parking and stuff because she thinks they have to park on the roads. Mr. Shapiro said it's meant to be a walking trail with passive benches that connects to the Beacon Hill Park that has spaces and it's really a passive for the walkers and bikers of the trail. They do not anticipate, nor did the City Parks and Recreation Department anticipate a need for parking which is provided by Beacon Hill. When the discussion came up, they agreed to pave. They're going to put an 800-foot-long connection immediately for that 1,500 feet across the corner Trinity property to the park, so they'll know it's one entity. He doesn't anticipate any problems.

Member Gurumurthy said one last thing was the SMART bus stop that's going to move. She said she'd encourage them to continue to talk about covered parking as much as possible for the SMART bus stop when they have those discussions. Mr. Shapiro said that goes through their process and they mandate the specifications. The one thing they did get approval on them early, but they'll do the mandating in the final of what the specifications are. They know they are going to do the park and amenity, the passive pocket park adjacent to it, but the specs are mandated by SMART at the appropriate time.

Member Heintz said he wanted to reiterate what Member Gurumurthy just said. He said he finds potential value. He is supportive of this. There are a lot of great aspects of this and the very green and sustainability-focused development such as offering tankless water heaters and different things like that. He applauds the effort they have put in. He said there is that consideration of looking for opportunities for where, if people don't live immediately adjacent to that potential development, they can still take advantage of this one-mile trail. He would like people to have the opportunity to use that space if they are driving by, so he would like the developer to consider having parking available whenever possible.

Roll call vote on CM 26-03-035 **Yeas: Staudt, Fischer, Casey, Gurumurthy, Heintz, Martinez, Smith**
Nays: None

5. Consideration for tentative approval requested by Avalon Investment Group, LLC, for Camelot Parc Townhomes, a 22-unit for-sale townhome development.

City Manager Cardenas said this came before Council on February 23, 2026. At that time, Council directed both sides to come back with a mutually agreed-upon agreement. He said he wasn't sure if that had happened or not, but the petitioner was there to address City Council and to answer any questions.

Jared Kimesaid they prepared a brief presentation to summarize and address specific points that had been mentioned at that previous conversation. He showed a slide called "Deviations and Safeguards" and said Member Martinez had asked questions regarding deviations and safeguards, so they wanted to highlight the deviations that were requested as part of the PSLR agreement. He said the majority of these deviations are not detrimental to the community; they're primarily for preservation here. He said he was highlighting just a couple of the items that have material impact as it relates to the ordinance itself. 50% of the open space being preserved shall be active. For this particular development, because they are preserving so much open space, it increases the amount of that 50% requirement above what they would normally see on a typical development. In addition to that, because of the preservation, they've added some additional features to the walking trails. It's a bench fit system. Instead of just having benches and trail, there will be signage at each of the bench locations with a couple activity steps there to enhance the activity of that space, make it an active workout trail for those that are participating in the trail there.

Mr. Kime said some of the other items on there, specifically for the minor drive exceeding 600 feet in length, it's only a minor deviation from that, but noting that their access road to that 600+-foot road access it from the center, so you really only have about 300 feet in either direction for that trail. Those are really some of the main deviations that aren't really preservation related. They just wanted to highlight those there, so it's clear in understanding the deviations and safeguards for the development.

Mr. Kime showed a slide called "Public Benefits." He said this is the same slide they have shown before. He just wanted to reiterate the public benefits that they're providing for the community. First and foremost is a $30,000 contribution towards the Wildlife Wood Park renovation project. In addition to the public access for the nature trails with the easement that they'd be placing over it, and the extensive preservation on site and the habitat enhancements. He showed another slide called "Preservation Area" and said this was a refresh on the slide they presented in February 2026. It highlights the extensive areas of green space preservation on the property. He showed another slide called "Public Nature Trail" and said this was a blow-up image of what that the added activities at the benches would look like. There would be a sign mounted on a pole at each of the bench locations with exercises to complete at each of those steps.

Mr. Kime showed a slide called "Tree Mitigation" and said one of the comments they received was to try to incorporate the additional trees. At that time, they had 11 or 13 trees that still needed to be paid into the tree fund last time. What they propose to do is along the trail that goes between the preserved wetland and where they'd be creating the wetland mitigation, they'd implant some of those trees within the mitigation area. It will help provide some shade for the pathway and it will get them to the full installation of all the trees that were required for replacement. He said while this does have a minor impact on the ability to plant all the other required plantings as part of the mitigation, they're different types of trees, different sizes. They feel as long as they're putting them along the border, they won't have an overly detrimental impact to the additional planning requirements for that mitigation.

Mr. Kime showed a slide called "Stonebrook Drive Shared Maintenance" and said on the Stonebrook shared maintenance plan, they updated the proposed maintenance area and contribution amounts. They are now including the full length of the Stonebrook Drive for the full corridor and all the landscaping, pavement, and snow removal. They also increased the percentage contribution from the pro rata share of 21%, based on the number of units, to 25% for the full length of that drive. Their understanding is that the agreement has not formally been agreed to yet by the HOA, but they have been actively trying to contribute to reach an agreement.

Mr. Jim Polyzios said with respect to the negotiations with the Villas regarding the agreement, shortly after their last appearance before Council, he reached out to express their desire to increase the scope of coverage all the way up to the entrance of the Villa, so the entire length of Stonebrook Drive. He offered to increase the percentage. That caused a breakthrough where the Villas provided Mr. Polyzios with certain calculations that he agreed upon as to square footage rates and then they hypothetically ran through some numbers based on their 2026 budgets and both parties mutually agreed that this was the formula and format to go forward. He incorporated that into the shared maintenance agreement that he had previously sent them and he waited for feedback. Mr. Polyzios said the HOA responded last Thursday or Friday with 10-12 essential provisions and conditions they wanted incorporated into the agreement. He was able to add all of them except four. Those four would be incorporated into the development agreement. They were not really meant to be in the maintenance agreement. He has accommodated their last-minute requests and he thought they were on track to get something done and on Monday (the day of the meeting), the HOA said they were not prepared to move forward. He said he has done the best he could. Mr. Kime said that brings them to the end of the open items Council gave them in February.

Member Smith said, seeing as he was the one that proposed postponing this for two weeks, he should probably weigh in on it a little bit. He said two weeks ago, he moved to postpone until this meeting to allow both parties to continue good faith negotiations on how to share the road and the other open issues. When the Villas was approved, it was known that there was going to be a development here. It was known that the road was going to be shared in some format. There was no mention of cost-sharing with the Villas at that point. He thinks the developers have done a great job of responding to the concerns of City Council and working with the residents. He is disappointed the HOA wasn't able to come up with accepting the agreement yet, but he said a couple of weeks ago that Council is there to do the hard jobs, and he believes it is time to do that.

CM 26-03-036 **Moved by Smith, seconded by Staudt: MOTION CARRIED 6-1**

Consider Tentative approval of the request of Avalon Investment Group, LLC, JSP25-02, for a Planned Suburban Low-Rise (PSLR) Overlay Development Agreement Application and Concept Plan for the Camelot Parc Townhomes based on the following findings, City Council deviations, and conditions, with the direction that the applicant shall work with the City Attorney's Office to prepare the

required Planned Suburban Low-Rise Overlay Agreement and return to the City Council for Final Approval:

1. **The PSLR Overlay Development Agreement and PSLR Overlay Concept Plan will result in a recognizable and substantial benefit to the ultimate users of the project and to the community. [*The applicant proposes a walking trail through a 0.92 acre area of woodland to be preserved, which meets the10% site area requirement. Most of this nature trail will be publicly accessible from an entrance on Wixom Road. There are benches in separate locations as enhancements of the common open spaces shown on the site. Much of the property is wetland area to be preserved and wetland mitigation, with over 50% of the site to be placed in conservation easements. Removal of invasive species, native seeding, and habitat structures for wildlife are proposed to enhance the natural features of the property. The site would have a connection to Wildlife Woods Park, the extensive pathway system within Ascension Providence Park hospital campus to the east and ITC Trail. The applicant also proposes to contribute to a list of improvements to the Wildlife Woods Park pavilion and restrooms as a benefit to the larger public.]***
2. **In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed type and density of use(s) will not result in an unreasonable increase in the use of public services, facilities and utilities, and will not place an unreasonable burden upon the subject property, surrounding land, nearby property owners and occupants, or the natural environment. [*The estimated number of daily vehicle trips is 132, which is less than the 750 trip threshold for a Traffic Study. Peak hour trips also do not reach the threshold of 100 trips (Estimated: 5 peak hour AM trips, 10 peak hour PM trips). The proposed use is expected to have minimal impacts on the use of public services, facilities, and utilities over what the underlying zoning would allow. The proposed concept plan impacts about 0.37 acres of existing 2.41 acres of wetlands and proposes removal of approximately 20 of the regulated woodland trees. The plan indicates appropriate mitigation measures will be provided and woodland replacement credits will be planted on-site to the extent practical.]***
3. **In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed development will not cause a negative impact upon surrounding properties. *[The proposed buildings are buffered by landscaping and preserved natural features. The multi-family residential use is a reasonable transition from the two-family and one-family developments to the west, east and south and the commercial shopping center to the north.]***

4. **The proposed development will be consistent with the goals and objectives of the City of Novi Master Plan, and will be consistent with the requirements of this Article [Article 3.1.27]. [*The proposed development could help provide for missing middle housing needs that are walkable to the commercial areas to the north, which is recommended in the City's Master Plan for Land Use. The area was included in the PSLR overlay in the Master Plan and Zoning Map, which permits multiple-family uses as a special land use. The proposed arrangement of buildings and site layout minimizes the impact on existing natural features.]***
5. **City Council deviations for the following *(as the Concept Plan provides substitute safeguards for each of the regulations and there are specific, identified features or planning mechanisms deemed beneficial to the City by the City Council which are designed into the project for the purpose of achieving the objectives for the District as stated in the planning review letter)*:**
    a. **Deviation from Sec. 3.21.2.A.i to allow development to front on an approved private drive, which does not conform to the City standards with respect to required sixty-foot right-of-way, as the road was previously approved for the Villas at Stonebrook development, and because the shared access reduces the number of curb cuts on Wixom Road.**
    b. **Deviation from Sec. 3.21.2.A.ii.d. to allow two buildings to be a minimum of 25 feet apart (minimum 30 feet required) as the remaining buildings are properly spaced, and the 5-foot deviation is relatively minor.**
    c. **Deviation from Sec. 3.21.2.A.iii.c. to allow parking spaces to be within 8 feet of a building (15 feet minimum required), as they are no closer than the driveway parking permitted.**
    d. **Deviation from Sec. 3.21.2.A.v to allow reduction of minimum percentage of active recreation areas (50% of open spaces required, approximately 32% provided), *as the development proposes connection and improvements to Wildlife Woods Park, which contains connections to the Providence and the ITC tail systems, and providing additional active recreation would cause greater wetland and woodland impacts.***
    e. **Deviation from Sec. 3.21.2.A.iii and Sec. 5.5.3 to allow absence of required landscaped berm along Wixom Road north of the emergency access drive due to resulting woodland impacts and there is no development proposed in that area. In addition, the berm south of the access drive is not long enough to provide undulation.**
    f. **Deviation from Sec. 3.6.2.M to allow deficiencies in the required 25-foot wetland buffers north of Avalon Drive, with the condition that the developer install signage and plantings to prevent mowing and other disturbance.**

g. **Deviation from Sec. 5.5.3.B(10) to allow a deficiency in street trees along Wixom Road, as the existing utility easements and pathway do not provide room for them.**
h. **Deviation from Sec. 5.10.1.B.ii to allow a minor drive to exceed 600 feet. The anticipated traffic for 22 units is low and a major drive would require wider road width and not permit perpendicular visitor parking, and would be unnecessary for this small site and cause greater impacts to natural features.**
i. **Deviation from Sec. 4.04, Article IV, Appendix C-Subdivision ordinance of City Code of Ordinances for absence of a stub street required at 1,300 feet intervals along the property boundary to provide connection to the adjacent property boundary, due to conflict with existing wetlands and woodlands.**
j. **Deviation from Design and Construction Standards to allow sidewalks to be placed adjacent to the curbed roadway, as to locate them further from the road would cause greater impacts to natural features, and traffic volume and speeds are low.**
k. **Deviation from Code of Ordinances, Section 11-256, to allow an absence of sidewalks in some areas north of Avalon Drive, as there are no buildings adjacent to those areas, and building the sidewalks would cause greater impacts to wetlands.**
l. **The findings of compliance with Ordinance standards in the staff and consultant review letters and the conditions and the items listed in those letters being addressed on the Preliminary Site Plan; and**

6. ***The following conditions shall also be made part of the PSLR Agreement:***
   a. ***Consistent with its representations at the Planning Commission meeting, the applicant shall work in good faith with the Villas at Stonebrook to enter into a reasonable Maintenance Agreement that requires the applicant's property to share in maintenance costs for Stonebrook Drive (subject to City review).***
   b. ***A conservation easement shall be provided for the remaining woodland and wetland areas, woodland credit replacements, and wetland mitigation areas, to ensure permanent protection of these natural features (approximately 4.25 acres). Such easements shall also be reflected on the Master Deed for the property.***
   c. ***A public access easement shall be placed over a portion of the nature trail through the northern area of the property, west of the stormwater detention basin. Such easement shall also be reflected on the Master Deed for the property.***

d. ***Wetland areas and buffers shall be enhanced with appropriate seeding and plant selection, placement of habitat structures, as well as invasive species removal, which will be shown and reviewed during site plan submittals.***
e. ***Wetland and Woodland impacts shall be permitted by the Planning Commission during site plan review under the process and conditions of the Code of Ordinances.***
f. ***Disturbance of the wetland buffer area shall be discouraged by the installation of appropriate landscaping and signage.***
g. ***The applicant shall provide funding to the Department of Parks, Recreation and Cultural Services to complete the improvements to Wildlife Woods Park pavilion and restrooms, as proposed in the applicant's letter dated November 17, 2025, in order to address potential impacts of use by residents of those facilities.***
h. ***Items noted in the Staff and Consultant review letters, except as otherwise noted in the Agreement, shall be addressed in the site plan process.***

This motion is made because the plan is otherwise in compliance with Article 3, Article 4 and Article 5 of the Zoning Ordinance and all other applicable provisions of the Ordinance.

Mayor Pro Tem Casey said she was pleased to see the number, the dollar figure, for what Camelot Parc residents are going to be asked to assume from a cost perspective to cover the maintenance of the road, the trees, the snow removal, etc. She didn't have an idea of what that was going to look like, so she's pleased that at least for 2026, the forecast would be about $350 per unit. She was afraid it was going to be much higher. $350 is significant, but she was afraid it was going to be much higher than that. She said the developers have done a lot of great work to get an agreement settled. She is somewhat surprised that they have agreed to go all the way from Wixom Road to the entrance of Stonebrook. Truthfully, they had her when they suggested going to the park. She appreciates what they've done. $351 is going to be added as part of the HOA fee on top of what other HOA requirements that these residents are going to take on. Now, they're going to take another $350+ as it grows over time with inflation and any kind of cost increase for materials and work. These residents are going to be taking that cost. She thanked them for the work they've done to get this far and she's looking forward to seeing that this gets approved by the residents of the Villas as well.

Member Staudt asked City Attorney Schultz if this would come back to them for final approval. City Attorney Schultz said yes, for the agreement and for final approval. Member Staudt clarified that they have a time period between tentative approval and final approval where they can finalize any negotiations they may have. City Attorney Schultz said yes. Member Staudt said if they are unable to come up with a number, Council is not entitled under the development agreement to do anything. City Attorney Schultz said Council is not obligated to. That's correct. Mayor Fischer said, following up on Member Staudt's question, how long did City Attorney Schultz anticipate that this

would take. He said part of that question is, if Council wanted an agreement incorporated as part of the PRO, it would not be wise to wait until the day of the PRO final coming to Council. City Attorney Schultz would need that information; the agreement needs to be made earlier in order to be incorporated. City Attorney Schultz said yes, absolutely. Mayor Fischer asked City Attorney Schultz how far ahead of time. He asked how long the Grove took. City Attorney Schultz said a little over a month.

Roll call vote on CM 26-03-036 **Yeas: Fischer, Casey, Gurumurthy, Heintz, Smith, Staudt**
Nays: Martinez

6. Discussion on the future of the Novi Ice Arena based on a referral from the Finance and Administration Committee

City Manager Cardenas said as a result of the FAC meeting that occurred on February 19, 2026, the Committee directed city administration to bring forward three options for City Council discussion and possible action as it pertains to the future of Novi's Ice Arena. Those options were: (1) Solicit bids for sale of the Ice Arena with potential deed restrictions on any potential resale of the property or building. (2) Obtain bids on additional studies such as a 20-year capital needs assessment, site building and operational due diligence and operational ownership option analysis. (3) Maintain current operations. City staff will continue to monitor the financial performance and projections of Suburban Arena Management who is the operator of the facility, including the arena's capital needs. City Manager Cardenas said representatives from Suburban Ice were there to address any questions Council had. Mr. Jeff Muck was also there for the same reason.

Mayor Fischer thanked the committee and the staff for all the work that went into this. If Council looks at the packet that was put together, they'll see it is quite comprehensive. They dove into many different aspects of the financial conditions of the Ice Arena, talking about projections for future capital needs and going back and forth multiple times to really deep dive into that kind of analysis. He said there was a lot of comprehensive information, but they were able to boil it down to give Council an idea of what they're looking at. He recognizes that not everything in the city should be viewed and evaluated like a business. He knows he tends to get a rap for that, but he understands that, at the same time, they are a city and their job is to provide services that matter to the residents—not because they necessarily generate profit. At the same time, when they're talking about something like an ice arena, which is a large capital asset set up as an enterprise fund, it's certainly prudent to occasionally take a look at the ownership structure, make sure it still makes sense, and ensure that they expect to operate this entity in a financially sustainable way. What he has learned through this process is they're not out there to make money on the ice arena. He wishes there were ways to do that, there are for-profit enterprises that do that. He wishes they could extract some of that so they could reinvest it in Novi's Parks Department. They have learned that the law and the way things are set up, they aren't able to do that. At best, they're meant to break even. So, they have this operation and they've seen all the financials, it breaks even. Meanwhile, they have a 25-year-old asset with increasing maintenance costs and likely growing capital needs. Realistically, they are breaking even, continuing to carry a lot of downside risk with zero

REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, JULY 13, 2026, 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, Martinez, Smith, Staudt

ALSO PRESENT: Victor Cardenas, City Manager
Danielle Mahoney, Assistant City Manager
Tom Schultz, City Attorney

APPROVAL OF AGENDA:

CM 26-07-085 **Moved by Casey, seconded by Martinez; MOTION CARRIED: 7-0**

To approve the agenda as presented.

Roll call vote on CM 26-07-085 **Yeas: Casey, Gurumurthy, Heintz, Martinez, Smith, Staudt, Fischer**
Nays: None

PUBLIC HEARINGS: None

PRESENTATIONS:

1. **Priority Waste - Sam Caramagno**

City Manager Cardenas said per Council's discussion at the last meeting, Mr. Caramagno accepted the invitation to come present to Council the challenges the City of Novi has faced with their partners at Priority. Mr. Caramagno is the City's main contact at Priority, so City Manager Cardenas turned the time over to him to articulate what has been going on.

Mr. Caramagno greeted Council and started off by apologizing. He said it has been a rough beginning of the season for them in spring and early summer. They've had their share of challenges throughout Metro Detroit, including the City of Novi. He said as many of them recall and have seen, their CEO was removed from the company late spring this year. They ran into some financial problems and so he was taken out of control. They have brought in a new CEO, Aaron Johnson. He is a fourth-generation rubbish man from Waste Management. He is now in the role of CEO for Priority Waste. They've also got TPG as a financial partner with them, who brought in $160 - $170 million to Priority Waste to help them cure some of their financial problems. He said some of those problems were brought on by the prior CEO and the mismanagement of some finances with this company. He said he could tell Council that a leading contributor to their issues, lack of service, delayed service, etc. has been their equipment. They have bought 91 brand-new pieces of equipment, rolling stock pieces of equipment, that are slowly coming in right now. They've got 35 in Metro Detroit that have already arrived. They expect another

30 by this time in mid-August, and the rest by the end of September. Those trucks, when they put them on the street, make a tremendous difference. There are less leaks on the streets, they are far more productive than the current equipment they're using. That's a big piece of what they're doing. He said some of their older equipment was fairly run down and he said they'd heard the GFL story. The fact that they had financial troubles did not allow them to fix their trucks and for that matter, they couldn't get parts and tires and things of that nature. The mechanics and the operating staff were doing the best they could to keep this fleet rolling, which kept them collecting at least through Saturday in some cases. That's where they're at now. He said the Novi residents have experienced some cart, trash and recycling cart delays. That all stems from their financial concerns that they had, just two months ago, not even. He said they were 10,000 carts in the hole for delivery across Metro Detroit. He said when Aaron came in, he saw the problem, bought 19,000 carts and they've got that number down from 10,000 to just about 3,500 carts throughout Metro Detroit that are being delivered every day. They've brought in additional delivery folks to bring that down to eventually zero here very soon. He said their call center was experiencing dramatic delays. Obviously, when they cannot finish the routes, it creates all kinds of phone calls that were coming into their call center and, of course, the City of Novi as well. When that happened, they could only handle about 1,200 – 1,300 calls at their call center. They were getting close to 4,000 phone calls per day. They have partnered with ACS, a call handling company out of Troy, Michigan. They are taking their cart request calls and their missed pick-up calls. The numbers are declining now as they put these new trucks on the street. They're not getting anywhere near 4,000 calls anymore. ACS is handling their cart calls and missed pick-ups, but those calls are rapidly declining across Metro Detroit.

Mr. Caramagno said when they fall behind, which they did not do last week in the City of Novi, but when they do, they recover the very next morning anything that got missed. After all, they know best what they've missed. They know right away what they didn't finish the night before and they'll come right back after that the next day. He said that was the summary of what's happening. They are working hard this summer to fix these problems. They know what the issues are and they are determined to get it straightened out rapidly. He would say, as far as the timeline goes, by the end of July, and he knows that's two weeks away, but by the end of July, they should have no more service problems. He said he'd be happy to answer any questions.

Member Gurumurthy thanked Mr. Caramagno for being there at the Council meeting and explaining what is happening and some of the solutions they are doing. She said the Public Utilities Committee met and she thanked CIO Rob Petty and the team for the dashboard they have to track when residents call in to the City with an issue. They looked at the top 10 complaints. Meadowbrook Glens had about 3,833 delays or missed pick-ups, Village Oaks had more than 1,000, Whispering Meadows had more than 1,000 and it goes on. She noted that this is not the actual number, this is just the number of calls that were received. She asked what some of the root causes are and if there is a plan, for example with Novi, if there are delayed pick-ups because so many trucks were missing that they were not able to attend to the Novi area. She asked if they know exactly what those are and then can they show Council in a plan how that will be completely done.

The end of July is pretty close. She asked him what his level of confidence is that this would be done.

Mr. Caramagno said they can get Council more information, but he said those trucks that are coming in will make a dramatic difference. They are brand new pieces of equipment. They're servicing the community now. They're bringing them in. Primarily, the trucks that are coming in are recycling trucks. He said they're going to put those brand-new trucks on the recycling routes and they'll take the trucks that are on the recycling routes. In many cases, they're two-person trucks and they belong on yard waste. He said the majority of their delays have been on yard waste. That is part of their plan to get Novi and many other cities back in shape. Member Gurumurthy asked how many trucks are assigned to the City of Novi. Mr. Caramagno said they have five, six or seven trash trucks in the City of Novi depending on the day. He said there are three recycling trucks and four on the big day. There are basically two, sometimes three yard waste trucks. Member Gurumurthy asked if they are going to increase these numbers to help with the delays or what their plan is. Mr. Caramagno said no, they shouldn't need to. If they can put the correct number of trucks on the road and make them work all day, that's more than enough to get this job done by 4:30 or 5:00 every day. The problem has been the trucks have been breaking down and simply not getting on the road and that creates a huge problem. He said one trash truck picks up close to 1,000 homes. One yard waste truck goes by about 2,000 homes. When they miss the route by one truck, you can see how far behind that puts them. As they put the proper trucks on the road, they will minimize those calls and finish their routes on time each day. Member Gurumurthy said the number of trucks is not the issue, it's the maintenance or the condition of the trucks. Mr. Caramagno said maintenance has been an issue. He said they've heard the story where they bought the trucks from GFL. He said that story is old, but the ongoing lack of maintenance of these trucks with their financial concerns have been the problem. He said Priority Waste just about ran out of money in September of last year. They were patching and doing all they could to get their trucks running. The CEO was replaced. They got their influx of money, $170 million, which allowed them to pay down a lot of debt, fix their trucks and buy new trucks.

Member Gurumurthy asked him about the staffing. Mr. Caramagno said staffing has not been an issue. The shame of the matter is that almost daily, they have been sending driver's home. They'd come to work, but they did not have the trucks to put them in, and they'd have to send them home. He said the trucks are coming in already. They ordered 91 brand-new trucks and about 35 of them have come in so far. These trucks are to serve Metro Detroit. They are expecting the other 60 to come in. Member Gurumurthy reiterated that they have the new trucks they need and they are already starting to run, so the issue will be done by end of July. Mr. Caramagno said yes, absolutely yes. Member Gurumurthy thanked him and said she was happy to see that it's the end of July. She asked if there are other issues they think they won't be able to stabilize for the Novi residents. She asked if there are any other issues related to the delays, other than the maintenance that he had talked about. Mr. Caramagno said no, that was the primary delay. He said when Priority Waste came from GFL, Priority Waste had a different theory of how they managed their routes. They managed the routes from a call center over in Clinton Township. All the trucks have six or seven cameras on them. Their dispatcher

dispatches the trucks from their corporate Clinton Township office. In days prior with Waste Management and GFL, they had route managers on the street. The route managers would be in the neighborhoods, driving around, watching the trucks. Priority had a different methodology for that, and they took the route manager out of the picture and went to that LDC format, which wasn't good. They've re-dispatched their dispatchers back to the site. They see their drivers and they talk to their drivers one-on-one every day. They're in the yard watching them do their inspections of their trucks. That is a big step in the right direction. It is something that couldn't have happened before, but it's happening now.

Member Gurumurthy said Meadowbrook Glens had more than 3,500 delays that they know of. She asked if there is a plan to specifically focus on them. She said it feels like there is a lot of delay happening there due to whatever reason. She asked if there is a thought process or a strategy to prevent continually missing areas or is the thinking that the new trucks will take care of all of the subdivisions. Mr. Caramagno said the new trucks will take care of all of these problems. He said they will share their top 10 as well because that'll be a good data point for Council to look at. Member Gurumurthy said yes, she would appreciate them looking into that. She also requested that Priority Waste send a representative to the Public Utilities Committee meeting each month until this issue has been stabilized. She would like to ensure they are all tracking the same things. She said whenever there is a delay, they get an email with the missed area highlighted. She thinks it needs to be more, perhaps a weekly total count of delays by subdivision. She said if they get a weekly report, they'll be able to compare week to week and see if the delays are decreasing. That's how they can track that they are getting to a stable level versus just everyday delays. Mr. Caramagno said he understands that she'd like more factual information. Member Gurumurthy said they can send him the schedule for the public, but she was thinking across the board for the Council, through the City, having him send them a weekly status. She asked him to send staff a weekly status report of how they're doing with the delay count by main areas or however they organize it. She would like Priority to work with the City of Novi on that. She requested that to happen on a weekly basis so they can see how they're trending. Mr. Caramagno said they would get Council something for that.

Member Staudt said last week, for about an hour and half, he followed several of their trucks. The conclusions Mr. Caramagno said are pretty accurate. He said their equipment was completely beaten down on the trucks that he followed. The Priority employees were extraordinarily cooperative and worked with the residents. He thinks one of the things they should change their policy about is large items. He asked Mr. Caramagno about their capital infusion. He asked if it came through equity ownership or if it is more debt. Mr. Caramagno said it's equity ownership. Member Staudt clarified that they bought into Priority Waste. Mr. Caramagno said they bought into the company. Member Staudt asked what portion of the company they own now. Mr. Caramagno said he didn't know the percent, but they are the majority owner of Priority Waste. TPG is the majority owner of Priority Waste. Member Staudt clarified that Mr. Caramagno and his team are basically operating it on TPG's behalf. Mr. Caramagno said yes, they are operating it on TPG's behalf. Member Staudt said he knows because he was on the committee that was part of this contract several years back, that the City of Novi has an extraordinary value with

the contract that they have with Priority Waste. It will not last forever, but he was a little more sympathetic to what Priority has gone through. He wasn't quite sure how they were ever going to pay for things with the contract that they had with them. He said he doesn't know other communities, but if they had contracts like that with other communities, there wasn't a lot of money available to invest in equipment. He encouraged Priority to keep the improvement up and said the City of Novi will be watching.

Member Smith agreed with Member Staudt that the Priority Waste employees are great. They are out there in the heat, in the snow, wrestling washing machines and all that stuff. He is hoping that all they've outlined at the meeting brings the quality of your equipment up to the quality of your employees and gives them some good stuff to work with. He asked how big the Priority fleet is in total. Mr. Caramagno said their residential fleet is 800 trucks. Member Smith asked if that would stay about the same as they retire the old beater trucks. Mr. Caramagno said they will be retiring a lot of those old trucks. They've been past their useful age, at least a lot of them are. He said in Metro Detroit, they've been probably 40-50 trucks short a day which was causing all that carryover. He said 40 of these brand-new trucks will just fill that void and the other 50 will then replace a lot of substandard equipment and then allow them to fix some of the stuff that just really needs to be down and refurbished. Member Smith said that gives them time when the trucks are off the road to work on the trucks and get them back in shape. Mr. Caramagno said they will be able to do that over the winter with the money. He reiterated that when they had their financial hardship, they couldn't afford parts and that was a huge, tremendous problem. He said they're passed that right now. Member Smith then asked if the trucks use diesel or natural gas. Mr. Caramagno said diesel. Member Smith thanked him and said he hopes to see the numbers going in the right direction on the Public Utilities' dashboard.

Member Heintz said is a member of the Meadowbrook Glens subdivision, so he is in one of the areas that has been strongly impacted by this. He said the past Tuesday, their trash was not picked up on their street until the following day on Wednesday morning. He said it's still something that is very real for him and the residents in his community. He is really looking forward to the improvements as Mr. Caramagno described. He said he knows Mr. Caramagno mentioned the equipment as one of the primary limiting factors. He was curious if the drop-off locations are too far away from Novi. He asked if they are the closest locations to Novi or are there locations that are closer. Mr. Caramagno said Novi's recycling goes to RRRASOC in Southfield. The trash goes to Arbor Hills Landfill. He said there was a time when they owed GFL money for disposal and they couldn't dump there. They had to haul it all the way down to Michigan Avenue and Van Born and Haggerty Road. Obviously, that takes tremendous time to go down there. It wasn't their most local option for disposal. That also contributed to delays. The money problems they had contributed in more ways than one to their delinquency. Member Heintz told him he appreciated that. He said he knows the efforts are going to be asked of Priority Waste and he appreciates them responding. He said whether it is in the interim or in general, he was curious if there are ever requests that Priority Waste might have for different ways that residents could help streamline the process of making it faster and quicker. If, for example, all the trash bins were on one side of the street, and all the recycling were on the other side of the street or if there is anything else that might speed up the process to

make things more efficient for everyone. Mr. Caramagno said there certainly are opportunities all the time. On dead-end roads, if all the carts are on one side of the street, that would be one thing. He certainly doesn't want to put any onus on the residents at this point. He wants to get their house in order and then they could talk about other things, whether the cart is facing the proper way or not, whether the cart is put out only when it's full for a recycling cart. Those types of things are efficiency helpers, but he doesn't want to put any onus on the residents now about how they can improve. Member Heintz said he agrees with that completely. He wants to make sure things are easy for the residents, but if they are happy to help whenever they can. He said he doesn't always put his trash can out because he composts at home and he doesn't have as much trash every week, so his trash is going to smell. He only puts it out when it's full and necessary. He said hopefully residents and everyone like that can have those kinds of considerations. In general, he is looking forward to helping Priority do what they do and what they need to do. He said he is looking forward to seeing the data and the information as more improvements come so they can see those in addition to hearing the improvements that Mr. Caramagno has said they are in the process of making. Mr. Caramagno said they'll see that. They'll get some detailed information to Council that will show this improvement. He is confident they'll see much more improvement going forward, even more than they've seen since Memorial Day which was probably the "bottom of the barrel" for them. Things have gotten better. Member Heintz said he appreciated that and he appreciated their staff, the ones that are out there all day long in the heat, picking up the trash and recycling.

Member Martinez said as he understands it, their numbers have shown that on average, they've been about 40-50 trucks short. He asked if that is daily across the region. Mr. Caramagno said that has been true throughout the Metro Detroit area. He said they are closing that gap daily right now. He said they had carryover. They've got a Detroit location, a Sterling Heights location, Auburn Hills, Romulus, Wayne, Flint and Saginaw. They've got locations throughout southern Michigan. He said yes, they were carrying over routes from Chesterfield to Novi to Milford to Ecorse, all over Metro Detroit and that was about 40 routes a day. He said when you don't finish, you have to go back after that material the next day and then it causes another delay and generates more phone calls that none of them want. It forces them into a Saturday recovery and sometimes Sunday which is very unfortunate for all of them. Member Martinez said it's great that they're getting more equipment. He said the 91 trucks are going to, hopefully, be a breath of fresh air for the whole operation. He wanted to confirm that they're confident that that is enough to be able to cover. Mr. Caramagno said yes, he is confident. Member Martinez said he has heard from some residents in Novi that they've run into situations where maybe half of their neighborhood gets picked up. He asked if that is usually because the trucks are getting full or because they're breaking down or are they running out of time. Mr. Caramagno said it could be any one of those three. He said sometimes the truck gets loaded and has to go dispose of whatever product it's on--trash, yard waste or recycling. Sometimes the landfills close at 5:00 p.m. If you've got a loaded truck at 4:30, you try to get it to the landfill, dump it and the landfill is closed, and you can't get in, it's an automatic stop. Then you're going to have to come back for that the next day. With proper trucks, you should be done at 4:30 or 5:00 p.m., not having to take a landfill trip to come back and get some more. He said as soon as those trucks hit the road, that

will fix the problem. Member Martinez said with land waste being the primary culprit it sounds like, he asked how many of these new trucks will be used for that or something else. Mr. Caramagno said the new trucks are primarily going to go on recycling because they're automated. The arm comes out, gets the cart, dumps it into the truck. That's a one-person truck. He said they could hire all kinds of folks because it's not a manual type of operation. He said they can expand their driver pool with that. Right now, they've got rear-load trucks, conventional trucks picking up recycling and that's a two-person operation. He said those trucks are not designed to pick up recycling carts; it's designed to pick up bulk trash and yard waste. He said they'll put those automated trucks on recycling. They'll take the rear-load trucks and put them on trash routes and yard waste routes. They're being underutilized on a recycling truck. For example, he said, a recycling truck, try as you may, all day long, you can get five or six tons of recycling picked up—regardless of the type of truck. That rear-load truck, the conventional rear-load truck that they know, that truck is capable of picking up 25 tons of material a day. When they have that truck on a recycling route, it's a complete underutilization of that piece of equipment, but they have to have something on it. He said you can see where that translation is a complete underutilization and needs to be on something where it's far more productive. Member Martinez said he understood and that was helpful context. He said any information they give to the city can help them be more effective in getting that out to the residents. This is a partnership where everyone is on the same page. They all want the same thing: trash being picked up on time. He said whatever Council and the City's team can do, they are ready to help. He said Priority just needs to communicate that. Mr. Caramagno said they'll communicate that and they'll send more information because the city deserves it and they know it. They'll get more information to the City.

Mayor Pro Tem Casey said her colleagues had asked him all the hard questions and she just wanted to say that she appreciated his transparency. She thinks most people can understand the struggles that their organization has been through. They don't like it. None of them like it when their trash is delayed because then they're dealing with it for another day. She said they don't like it when their recycling or their yard waste gets delayed because it just causes problems for them, depending on what's left. She said she thinks understanding the challenges that they face helps people. Before, she didn't know that she had the best understanding of what the problem was. She kept hearing, "Well, it's an equipment problem. Their trucks are breaking down." She didn't understand what was taking so long to get the new equipment. She didn't know if it was a production issue. Having this understanding that no, it really was a cash-flow issue, and even there was no flowing of the cash, it sounds like at one point. She just really appreciated the transparency. She said knowing that sooner would have been helpful for all of them. Mr. Caramagno thanked her for understanding that and for speaking so politely about that. He said there have certainly been challenges beyond their control. He said he could tell her that the folks that are involved in the operations at Priority Waste have many, many decades of rubbish experience. They have not seen anything like this, to this extent, ever in their careers. They've been doing this for a very long time. They've not seen anything like this. They want this fixed and they're going to get it fixed. Mayor Pro Tem Casey said she appreciated his statement of fact, and she'd leave it at that. Mr. Caramagno said he wasn't there to tell any lies. He said he was telling the truth, he was telling them where they're going and that they're going to get there. She said she would probably get yelled

at by people who said she was too nice to him. She reiterated that she appreciated his forthrightness and transparency. She appreciated that he would come and explain to Council and the residents of Novi the situation that they face and their commitment that the situation is improving and that by the end of July, it will be done.

Mayor Fischer said he has done his best to read through their contract multiple times. He asked if Mr. Caramagno believes that Priority Waste has lived up to the standards to which they are expected and contractually obligated to. Mr. Caramagno said no. Mayor Fischer asked in doing so, has the City of Novi met their standards under the contract. Mr. Caramagno said yes. Mayor Fischer asked Mr. Caramagno if he thinks it is fair that the City of Novi residents continue to pay 100% of what they say they will, without some sort of refund, credit or compensation for their company's mismanagement at the top. Mr. Caramagno said there is language in the City of Novi's contract. He said clearly, Mayor Fischer had read it. Priority Waste knows it's there. He said for their discretion, he could say that the delays Priority has experienced have been unnecessary and unwarranted. He said they have recovered everything with delay and that's the best they've been able to do so far this spring and early summer. He said he didn't know how to answer Mayor Fischer's question other than yes, the City of Novi has options that everybody is aware of. Mayor Fischer asked why the City of Novi should not pursue those options. He asked if Mr. Caramagno were in his situation, or any other Council member's shoes, what would he do? Mr. Caramagno said they've had communities that have explored options, penalties, fines and language. They've had others that have not. They've talked about it. Others have not decided to pull the trigger on that yet. They're giving Priority Waste the benefit of the doubt and time to fix the problem. He said the City of Novi has the option to withhold money or serve penalties to them. They would prefer that the City of Novi have a little more patience with them and allow them to fix the problems. Mayor Fischer asked, "Have the residents of Novi not been patient?" Mr. Caramagno said they have been patient. Mayor Fischer said since switching, they've talked about the GFL trucks, they've heard excuses about labor at one point, they've been given excuses about equipment, now it's cash flow. He said now Priority is asking for another two weeks. He asked if the residents have not been patient enough. Mr. Caramagno said sure they've been patient. He said he was not going to disagree with Mayor Fischer and he would not tell him any lies. He said they have been patient and Priority Waste is working very hard to fix this problem. Mayor Fischer said he believes the residents of Novi have been very patient as well. He appreciated Mr. Caramagno coming and sharing a little more of the transparency. He said Mayor Pro Tem Casey hit the nail on the head. This is information that should have been shared well long ago. He doesn't know why they're sitting in the middle of the situation and finally hearing about cash flow issues at one of their major vendors. He said to Mr. Caramagno that Priority Waste is one of the City of Novi's largest suppliers. He asked him if he recognized that. Mr. Caramagno said of course he does; they are a major vendor for every city they service. Mayor Fischer said for the amount of money they spend with Priority, the information needs to be a little more forthcoming. He said he is excited to hear that maybe they're looking at a light at the end of the tunnel by the end of July. He said his patience has run out as far as pursuing those legal options. He said if this, which Mr. Caramagno had told them that night, does not come to fruition by August 1, 2026, he said he will be asking all of his colleagues to sign up as soon as possible to pursue every avenue under their contract for those

penalties. Mr. Caramagno said he would not say that's unreasonable. He appreciated the additional patience for the rest of the month of July. Mayor Fischer said he appreciated Mr. Caramagno coming and he looks forward to the additional information that was requested. Hopefully, come August 1st, they will not be getting any emails from him at all because there will be no issues to report. Mr. Caramagno said he is hoping for the same thing.

CITY MANAGER REPORT: None

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

Anne Brouwer, 43647 Westridge Lane, Northville, MI 48167, said she lives in the City of Novi. She was there to bring Council's attention to a petition that was signed by 41 residents of the Westridge Downs neighborhood in Northville. She read the petition: We, the undersigned residents and homeowners of the Westridge Downs subdivision, comprising Galway Drive and Westridge Lane, formally submit this petition regarding the upcoming sidewalk repair and tree removal project scheduled to begin in the middle of July. We fully support maintaining safe, accessible, and ADA-compliant sidewalks, but we're also deeply concerned by the sudden notification of the imminent removal of mature, healthy canopy trees that define the character, environment and property values of our neighborhood. As City Council is the governing body responsible for these infrastructure decisions, we respectfully request the following actions before any physical work commences: an administrative pause, a temporary hold on tree removal in Westridge Downs to allow residents time to review the forestry assessment and engineering reports (which to her understanding, has already been granted), community consultation, a dedicated meeting between neighborhood representatives, city engineering and the city forester to review the scope of work and establish transparent communication, an exploration of alternative remedies, and a collaborative review of alternative engineering solutions such as sidewalk shaving, root pruning, or flexible paving materials that preserve mature root systems while eliminating trip hazards. If removal is deemed absolutely necessary, we request a stretched-out timeline over several years rather than an immediate clear cutting, allowing the neighborhood landscape to adapt and new planting to be established. We present this petition in a spirit of constructive civic engagement, seeking a balanced solution that achieves both safe pedestrian infrastructure and environmental preservation.

Sarah Lucas, 43614 W. Westridge, Northville, MI 48167, said she and her husband have lived and raised their family in the Westridge Downs subdivision for 24 years. She was there because 13 mature maple trees in their subdivision are scheduled to be removed. These are trees that cool their homes, clean their air, shelter their children and pets and save the city real money every single year. She said she was asking them to put a hold on that work until they have done this right. These are not ornamental trees; they are working infrastructure. She said mature maples like these reduce air temperatures by two to nine degrees Fahrenheit through shade and evaporative cooling. That is not a small thing in a Michigan summer. Those degrees translate directly into lower air conditioning bills for

every household in their subdivision. The US Forestry i-Tree analysis projects over $5,000 in combined energy savings across just these 13 trees over 20 years. Beyond their utility bills, when those trees are gone, Westridge Downs becomes a heat corridor. The pavement bakes. The air above it shimmers. Parents think twice about letting their children play outside in July. Dog walkers cross the street to the shaded side, except there won't be one anymore. Elderly residents and people with respiratory conditions feel it first and feel it hardest. Shade is not a luxury; it's a public health resource and once a mature tree is gone, it takes 20-30 years to grow back. These 13 trees remove ozone, nitrogen dioxide, carbon monoxide, and fine particulate matter from the air in their subdivision every single day. The US Forestry i-Tree data also projects over 72,000 pounds of CO_2 equivalent absorbed and measurable reductions in the pollutants linked to asthma and heart disease in a neighborhood where people are outside walking, running and raising families. These trees also intercept more than 700,000 gallons of rainfall over 20 years, water that would otherwise run off into their storm drains and strain the city's infrastructure. That stormwater management has real dollar value to public works. Removing these trees means the city absorbs that cost instead. Replacing the mature trees is also expensive. The cost of purchasing, planting, staking, watering and maintaining 13 new trees, trees that will not approach the level of maturity for function for two-three decades. It's a significant public expenditure. The fiscally responsible question is not just what removal costs are today, but what it costs the city over the next 30 years. She said safe sidewalks are important to her, but so are the mature trees and the fabric of her neighborhood. There is absolutely no reason the two cannot coexist together. She said there are other solutions available if they would please take the time to investigate.

Sean Lucas, 43614 W. Westridge Lane, Northville, MI 48167, said he is Sarah Lucas's husband. He said he was there to talk about the same project to repair the sidewalks, but he was more interested in the decision process for making those repairs and the alternatives. It seems like currently, as far as they can see, only one alternative has been suggested for repairing these sidewalks due to root involvement, and that has been to cut down the encroaching trees. It would be good to revisit that decision-making or at least provide some transparency into the process and the decision for making the repairs since other municipalities in Michigan have chosen to implement other alternatives like root bridging. East Lansing, Ann Arbor, Birmingham and Grand Rapids are several of those. Now, even in their neighborhood about four or five years ago, the city replaced sidewalks and they did that through shaving tree roots and keeping the trees intact. Right now, in front of their house, they have two trees where they did just that and they both look the same. You can't tell that one is any different than the other. That method seemed to have worked on their house. He requested that the committee revisit the repair process to include alternative methods and also incorporate a way to monitor the success of these repairs long-term to support future decisions for sidewalk repairs. He'd be happy to help in any other way, like gathering information from other municipalities to quickly analyze any alternatives.

Dan Pelchat, 13261 Sumac Lane, South Lyon, MI 48178, introduced himself as Novi's Democratic candidate for the Michigan House District 49. Basically, the City of Novi precincts 11, 12 and 13 fall into this seat. This is a unique seat because it is split between

Livingston County and the communities in Oakland County that include Lyon Township, Walled Lake, Wixom, a piece of Commerce and a piece of the City of Novi. He said he wanted to share a little background about himself. He is 43 years old. He is a husband and father of two. He is the former mayor in the City of South Lyon from 2017 – 2023. He has worked in public schools in IT for the South Lyon Community School District for over 25 years. He said he was trying to get his name out there and knock on some doors. He said they've picked up a couple of really important endorsements to him that he wanted to mention. He said he comes from a union family. They have been endorsed by UAW Region 1 and Planned Parenthood. H

CONSENT AGENDA REMOVALS AND APPROVALS:

CM 26-07-086 Moved by Casey, seconded by Gurumurthy; MOTION CARRIED: 7-0

To approve the Consent Agenda as presented.

A. Approve Minutes of:
June 22, 2026 - Regular Meeting

B. Approval of resolution recognizing Feline Fund as a nonprofit organization operating in the City of Novi for the purpose of obtaining a charitable gaming license from the State of Michigan.

C. Approval of amendments to the contracts for the City Manager, City Clerk, and City Assessor as prepared and approved as to form by the City Attorney.

D. Approval of Acceptance of Department of Public Works (DPW) Asset Management Policy for American Public Works Association (APWA) Accreditation

E. Approval of an Agreement between the City of Novi and the City of Northville for an emergency connection to public water in order to provide a secondary source of water at Taft Road.

F. Approval of a warranty deed to dedicate 60 feet of half-width right-of-way along the south side of Thirteen Mile Road from Novara Properties, LLC as part of the Fresh Smart development (parcel 50-22-11-126-004).

G. Approval to amend the Water Service Connections contract with Murphy Pipeline Contractors, the City's water service installation contractor, to adjust unit costs to reflect an increase in material costs.

H. Approval of Resolution Declaring Necessity and Tentative Intent to Proceed with Project and Setting Public Hearing for Main Street Area Streetlighting and Streetscape (Resolution No. 2)

I. Approval of claims and warrants – Warrant 1205

Roll call vote on CM 26-07-086 **Yeas: Gurumurthy, Heintz, Martinez, Smith, Staudt, Fischer, Casey**
Nays: None

MATTERS FOR COUNCIL ACTION:

1. **Consideration of the purchase of an Automatic Vehicle Location (AVL) System through Samsara Inc via the Sourcewell cooperative purchasing contract for a three-year term of $134,439.**

City Manager Cardenas said this is a transition to a new provider or product that gives them more reliable real-time information regarding where their fleet is. For their large snow plows, it gives them a video component which is something they've only had in their public safety vehicles.

CM 26-07-087 **Moved by Martinez, seconded by Smith: MOTION CARRIED 7-0**

Approval to purchase an Automatic Vehicle Location (AVL) System with Samsara through the Sourcewell cooperative purchasing contract. The three-year contract amount is $134,439.06.

Member Gurumurthy asked what happens to the data with the system. City Manager Cardenas said with the current system, they are not keeping any of the data because none of their liaisons that have responsibilities for fleet management see any value in keeping that data for the future. It's more about the real-time information and where stuff is. There is nothing they're going to be transitioning over to the new system.

Roll call vote on CM 26-07-087 **Yeas: Heintz, Martinez, Smith, Staudt, Fischer, Casey, Gurumurthy**
Nays: None

2. **Approval of the FIRST READING of Text Amendment 18.307 to comprehensively revise the Landscape Ordinance and the Landscape Design Manual.**

City Manager Cardenas said the proposed text amendment presents a comprehensive set of proposed revisions to Section 5.5 of the zoning ordinance, landscape standards, and the landscape design manual. These updates are intended to modernize the city's landscape requirements, address identified gaps and inconsistencies, support evolving development patterns—particularly urban, multi-family housing, and advance community goals related to aesthetics, sustainability, and long-term maintenance. The author of these revisions is the beloved Rick Meader who has now officially retired for a whole week. Because he's an amazing individual, he is here to answer any questions on his own time, along with Novi's fantastic new city planner.

Member Smith said he is not in favor of reducing the number of trees required in multi-family units or taking trees down to build those things. He said he'd like to keep that up as high as they can. He likes the idea of alternatives with green roofs, green walls, rain

gardens, all that sort of thing. He thinks that's really innovative thinking and he really appreciates that. He said maybe they could find another way to incentivize that without taking down any more trees. He asked if there is a possibility of adding rain collection for irrigation. He asked if that is something they could put in the planning requirements. Mr. Meader said he supposed so, but it would get into an engineering thing in terms of quantifying what kind of capture you would do or what you would do with the water. He said that would be more of an engineering issue than a landscaping issue. He certainly understands the point of it, and it would be good to have building capture water come down. He said it would be an engineering question of how to do that and what to do with it. Member Smith said that would be something interesting to look into. He said he knows they have some rain barrels and they fill up 50 gallons in minutes, even when it isn't raining very hard.

Member Smith asked if City West is a net increase or decrease or are they staying pretty much the same in the number of trees and open spaces required. He asked if that was just a clarification. Mr. Meader asked if Member Smith was talking about just the green belt questions. Member Smith clarified that no; this was the City West. He said he thought it was a realignment of what's going in City West. Member Smith read from the packet, "Add right-of-way landscaping requirements for City West developments that weren't included in the zoning ordinance." Mr. Meader said that was just to fill in a gap that they had. When City West was adopted, they didn't have the green belt landscaping in there as a separate item on the table, so it was just to fill the gap. He said it's not really creating any new requirements other than doing what they would require for other developments. Member Smith then asked about heat islands and parking lots. He asked if they are maintaining the same ratio of cars or the same requirements of space and they're just breaking it up more so that it doesn't create as big of a heat island or are they actually reducing the number of parking spaces. Mr. Meader said in that case, the ordinance currently has a separate category for industrial landscaping. He took that out, basically, so all parking lots would have the same requirement, which is 7.5% for the first 50,000, 1% for the area above that. He said that is what that is about, just to take away the bonus for an industrial parking lot to help reduce that. He said the other thing that would help reduce the heat island effect is to add the requirement that there be a certain number of street trees between this road and the building. Right now, that isn't in the ordinance, and he thought it was a good thing to add, to have some trees breaking up the big, expansive parking lot and road that connect this.

Member Gurumurthy said she wanted to start with the maintenance agreement. She said she saw that it had been taken off because they hadn't used it. She wanted to ensure that there is owner accountability as well. She also saw in the flower box credit that they are mentioning the residents may change the planting at notice to the developers. This was a little bit confusing for her, too. She asked if there is one statement that's going to say even though they remove the agreement, that owner is responsible for the maintenance. Mr. Meader said as he understands the ordinance, section 5.5.7 requires that landscaping be maintained as part of the site plan elements. Just like a sidewalk would have to be maintained, the landscaping should also be maintained. If that is bad, it would be an ordinance issue. He said when he was in the office, he would try to go and talk to some places and ask them to replace their landscaping when they weren't doing

it themselves. The ordinance does require that, so it could be, if it got to be a problem, the ordinance could do something about that. Member Gurumurthy asked City Attorney Schultz about this. City Attorney Schultz said he doesn't think they've been requiring the maintenance agreement. He said it's not needed in order to make sure they get enforcement, and it's just sort of another step and another piece of paper to have around, so they're fine with removing it. Member Gurumurthy said the only comment was, as she had said previously, the flower box credit. There is a line item that says, "It's understood that the residents may change the plantings over the time at notice to the developers." She said she was not sure why they have that if the owner is going to take care of it. She said she just wanted to make a note to review that and ensure that they are covered.

Member Gurumurthy asked Mr. Meader to remind her that after the inspection or walkthrough, do they also do a follow-up to make sure the trees are good and everything every two to three years. Mr. Meader said yes, they have a two-year maintenance period. After two years, they are supposed to request an inspection. He said sometimes they don't. Sometimes, the city does it on their own. They hold a maintenance guarantee for two years and at that point, they go out and inspect the landscaping. They're required to bring it all up to the standard of the plan if they haven't already. Member Gurumurthy said that was good to hear. Member Gurumurthy said through this process, she learned that she knows the tree counts. She also said it's not a good thing at all when you reduce the tree count. She is also concerned about the trees that are allowed to be planted. The number. Normally, when she looks at other cities, they do some kind of extra, making sure the soil volume requirements or something to ensure that the trees that are going to be planted are even better and the soil is good. She asked if that is something they can look into insuring. She said it's the same. They don't require anything more. It's the same thing, but where you plant this in the urban development, she's hearing and seeing with the research that there could be potentially more stress on the trees. Mr. Meader said that is true. Urban trees are in a lousy situation for growing. He said they could look into that or request that they use things like silver cells or special planting techniques to make the trees live better. That's one thing he was trying to encourage with this City West. It's a big added expense to the developers, so they might not be that thrilled about it, but that's something the city could require if they had to. Member Gurumurthy said she would request that they look into it and make sure because even the trees they have, they should ensure that they are in good condition.

Member Gurumurthy said she was looking at the credit menu. She said they had the green roof, the green wall, and all those things, but she saw everything has a limit, which is good because then you can say up to 25%, you can use this to compensate for the credit, but she did not see anything for the rain gardens at all. She said when you think about it, the cost to do that, you don't want to just have the credits be replaced by rain gardens. She requested that they ensure a cap for the ones that don't currently have one, whatever the condition is, so they don't just use that one thing to replace it. She said they should think about green walls and how they're more expensive than rain gardens. They don't want to have that be that one replacement. Mr. Meader said they could certainly add caps to that. Member Gurumurthy said that would be great. Then she asked about credits. She said there are certain landscapes that are already required in

other sections or ordinances, like storm water or detention basin planting. She asked if those credits or whatever they do there will not compensate for the credits here, as in what credits they require here. Mr. Meader said yes, the table doesn't impact detention basin plantings. It impacts interior streets, street trees and multi-family unit trees which can be used around detention basins, but as he recalls, he doesn't think they had any deductions for the detention basin plantings. Member Gurumurthy said that's perfect because she thinks that's a separate thing and this is a separate thing. By doing that, they don't want to reduce this credit. Mr. Meader said he agreed with that.

Member Gurumurthy said she saw that the tree requirement is based on the ground floor dwelling units. She asked what if they built something where the ground floor is parking garages and not dwelling units? She said that is something they need to… Mr. Meader said he thinks they have wording in there that said the first floor of residential because they have had that situation before for other projects where he overstepped by saying the ordinance, but he said it's got to be the floor with residences. He said if there is one residence and twelve garages, you couldn't base that on the one residence; it had to be the first floor with residences. He thinks they reworded that in the ordinance. If not, he said they certainly could make sure that it is worded that way. She said the one that she read was a ground floor dwelling unit. She said they could go first floor, but she didn't know. They could have offices on the two floors as well. She said she would require, maybe there is an option to look at the total units in the building versus just the dwelling units.

Member Gurumurthy noted that the vertically mixed-use buildings were explicitly excluded. She asked if there was a reason why those were excluded. She added that there was a statement that said vertically mixed-use buildings are explicitly excluded from using this urban multi-family. Mr. Meader said the idea is that because it's a reduction in trees allowed, it is because it would be in areas where the city wanted increased density. That's why it's limited to the Town Center districts, the RC, and City West where the city has a desire to have increased density. If they tried to use it in a PSLR or something like that, they wouldn't be allowed to use these reduced count requirements without a Planning Commission waiver to then allow them to use those in those districts. He said it's just for specific districts where the city theoretically wants more density. Member Gurumurthy thanked him for clarifying that. She said that is excellent because they don't want them to use this reduced count in other areas outside of these specific ones. She said regarding the pocket parks in that section, it is good to see the pocket parks, but it was more intentional, kind of desired…the developments are desired for these urban family residential projects to have pocket parks. She said she would love to see, based on the number of units or square footage, some kind of pocket park required versus intentional because it'll be nice in this kind of setting. There should be some space for people or that area of green space as well. She said if they don't require it, but make it more desirable, it might not happen. Mr. Meader said that is true and he wants them, too, but he thinks it should be dealt with more during the planning, the open space requirements versus the landscaping, which is typically trees and plants, and how many should be in an area, etc. He said the actual setting up of pocket parks, the sizing and requirements, that's more in the open space requirement for planning. He said they talked about pocket parks, but as far as the actual requirements, he thinks it's more a

planning issue than a landscape issue. Ms. Lindsay Bell said the residential districts that allow multiple family do talk specifically about the number of square feet of open space per unit. There is a lot of coverage of that in the City West district, in the Town Center district, in the RM1 and RM2 districts that allow those multiple family and even in the PSLR overlay. That is really covered in those general requirements or development standards and not specifically in the landscape ordinance. Member Gurumurthy said once she saw that, she was thinking. As long as it's covered, because it'll be nice to see those than just buildings. She said somehow, instead of the desirable, somehow they should ensure that it falls within that. As long as it's covered, she said they are good. Maybe down the road, they think of some kind of metrics or something like that. One last thing was with respect to the canopy coverage in parking lots, they look at number of trees versus the percentage of shade coverage. That's something she'd like to think if they can do something like that because maybe you can have so many trees, but the shade is less. Mr. Meader said they'll look into doing that.

Member Heintz asked Mr. Meader if he would give a brief background and describe the purpose of this and the benefits of these changes for this. He said he was assuming it's a combination of requests for waivers from developers. He asked if this is meant to be an overall net positive for everyone. Mr. Meader said the initial idea for the urban multiple family unit was brought up by Gary Becker, the planning commissioner at the time, because the City of Novi was dealing with the towns of Main Street, which had a lot of density, and because of that, had a lot of shortages of trees. There was not physically room for the trees that were required. So, there were a lot of waivers required for that project. When there are projects that the City wants with increased density, Mr. Becker requested that they have some different standards for it to allow the developer to know going into it what he or she is getting into and how they can make a good development using the ordinance that they have in place for that type of development. It wasn't meant to give a break to developers, rather, it was intended to give an alternate standard for developments that are high density and desired by the city to be high density. That's where it came from. He said they tried to do things like instead of having three trees per unit, you have one and half or one (he forgot which ratio it was). He said you also have an additional requirement for more shrubs that fit in spots better in a tight development than a canopy tree can. The idea was not to completely just hack the requirement and have nothing else, but to have some alternatives that would create a nice-looking development that doesn't have the same number of trees as a standard development that they would want other places in the city to have.

Member Heintz asked with these targeted, high-density zones, is there a way to estimate how many trees this could potentially be. He said if this ordinance is adopted, in these high-density zones, if a developer chooses to use pollinator gardens, green roofs, green walls or anything like that, that might make a difference in x number of trees. He asked if it is easy to estimate what that range would look like. Mr. Meader said it's pretty much impossible because every development will be different in what they choose to use, if they choose to use any of them. He said they do have maximums for the reduction. He said, for example, a developer has a project and they want to just do green roofs to take 25%, you have maximum of 25% of the street trees it could be and those would be interior trees, not green belt trees, but interior trees that could be not planted in order to do

green roofs on this. You basically have to look at the maximum, but you're not going to have all of them meet the maximum, he thinks. In cases like pollinator gardens, it would take out a multi-family unit tree versus street tree, so it would be a different pot, in fact, that it's taken out of. It would really depend on the development itself, what they could do, what they wanted to do. That's why they set the upper limit, so at least it's not a complete…you're not going to be looking at a stripped-down development that has green roofs. The idea was to create some incentive to do some new things, and it would be rare for them to limit exactly the number of trees. He thinks it would be hard practically to do that, but at least they would start to use these green development things and maybe other people could see that they are feasible. He said right now, when they suggest it to people, they kind of discard it. With this, they're trying to give a little incentive for them to at least think about it. Member Heintz said he appreciates that they're encouraging people to be more innovative and not simply have developers come to Council with the same, "Oh, here, we're going to do this design. I know you guys saw this for the last presentation, but we're going to just plug the same thing in again." He appreciates the encouragement of innovation, and hopefully, people will be responsive to that. Overall, Member Heintz asked Mr. Meader if he thought this is a net neutral or a net positive if more green stuff like different plant materials, trees and shrubberies and everything combined. Mr. Meader said he believed it would be a net positive in terms of the quantity. He said the 700 square foot number came from the area of a 30' canopy tree, which is their minimum requirement for a tree. A tree wouldn't get to that size until 20-30 years into its life. In fact, for a while, you're going to have more benefit than you would have from that square. He said if you plant a new tree, it's going to be maybe seven-foot in diameter in canopy versus 30 feet. For a while, you're going to be benefitting. In the end, you might be short because of it, like an oak can get really huge. In the end, he thinks you will not be losing out. He thinks you'd be neutral, if not benefitting. Member Heintz said that's great to hear.

Member Heintz said he knows it's hard to match everything with its importance with the city's need versus its environmental impacts or other features. He asked Mr. Meader if he would say that there would be some areas in general or some things that might be more important than needed, say the rain gardens, the pollinator gardens, or the green rooftops or is everything Mr. Meader listed better to leave as is. Mr. Meader said it comes down to preference. He thinks the idea of having more pollinator gardens would be a really good thing for a development, just for the wildlife impacts, but not everyone feels that way. He said it's an aesthetic thing as well as an ecological thing. Other people might want to have more massive shrubs just because it has a more architectural look. Either way, you're going to have some benefits of increased diversity, but it really is kind of an aesthetic choice what they want to do and what you think is more important. Member Heintz said that is a fair point. He said Council does not get to tell a developer exactly what it should look like, but if nothing else, they can encourage the developers with these different options. One thing he noticed that wasn't modified or edited was the percentage of native species. He asked Mr. Meader if he thinks there would be, similar to the incentive structures with the other pieces, a potential benefit or opportunity if a developer were to have a higher percentage of native species, would there be an incentive-like structure for that or would that be something that would just be not ideal. Mr. Meader said he did not want to do that, not because he doesn't think using more

native species is a good idea, but because physically, there isn't a lot of difference between a massive same square footage of shrubs or black-eyed Susans or whatever. He was trying to not overdo the physical impact of reducing trees and things more than he already was with this table. He said he didn't have a really good response for that one. Member Heintz said that was ok, he was just tossing out ideas. In the end, he appreciated it. He said it was awesome to hear that their view is that this is at least neutral, if not a net positive in the green aspect.

Mayor Pro Tem Casey thanked Mr. Meader and she thanked Ms. Bell for taking her time off to come see Council. She asked Mr. Meader about the idea of the flower boxes. She said she wanted to follow up on the line of questioning Member Gurumurthy was asking him. In terms of maintenance on the flower boxes, she asked if this is new for the city to add flower boxes on to one of their ordinances in terms of…Mr. Meader said yes. Mayor Pro Tem Casey said she didn't remember seeing it before. Mr. Meader said it's new. Mayor Pro Tem Casey asked what level of communication they should be requiring of the developers when they turn over…she said she's assuming these are going to be owned, not rented. Regardless, when the developer turns over the development to whomever takes over as the owner, the HOA, or whatever, what level of communication should they be expecting of that developer to communicate that the flower boxes are required to be maintained by whomever is residing in the place that has a flower box. She said the reason she was asking that was because if they're going to then be going back out and doing code review and sending letters to people who are going to be surprised that they had a requirement to maintain said flower boxes. City Attorney Schultz said that's a good question. He said they'll consider it. He said it's more of an implementation, post-adoption of the ordinance question, but it's a good point. Mr. Meader said that's a tough one. He said he'll admit that when he suggested it, he realized that would be a problem. He said you could potentially have a sea of dead or weedy boxes, so it may be something they think is not worth implementing. He was inspired by a trip he took to Paris. They had all these flower boxes and they looked really good. It was also a way for developments, when there's a sidewalk to the building, to add some aesthetic and other appeal to a site without having to make them take out sidewalk for planter boxes. It was aimed at that.

Mayor Pro Tem Casey said she loves the idea. As they've had conversations at the dais before about making sure expectations are known once Council approves something, the resident, or whoever is going to be living in that space, knows that there's an expectation that they maintain it. She said someone like her might opt to put plastic flowers in there if they don't have a "green thumb," but as long as the expectation is clear, she loves the idea of keeping it in. She was not advocating to remove it at all.

Mayor Pro Tem Casey said her next question is in the multi-family section, looking at options for credit, down at the natural area preservation, letter H. Everything else prior to H has an if A, then B. If you do the rain garden, then you get this much for B (whatever the calculation is). When she read section H, it talked about the preserved trees and there was a bit of an if A, then B. Then they talked about if there's mulch or limestone compliant pathways or natural ground cover or these invasive species, and she didn't see how the credit was going to be applied there. She asked Mr. Meader what she is

missing when she reads that section. Mr. Meader said the idea there was there were no extra credits for the pathway. To utilize this credit, you need to make a useful and maintained space so the residents would have a place to go. It wasn't a tree for a pathway. It was just a matter of, and again, it may not be something that people ever use. He wanted to throw it out there to encourage people to save a little patch of trees that are big and get some credit for it rather than just take it down. Currently, they don't get any credits for saving regulated trees. They get credits for saving non-regulated trees but not regulated ones. The landscape design manual offers credits for that, but not for preserving a little patch, or hopefully, a big patch, where people could enjoy the natural situation versus a planted courtyard. Mayor Pro Tem Casey clarified for her own understanding, if someone were to put in a pathway, is that just part of the inherent nature of them getting a credit or is that just the city asking for a recommendation? She explained the reason she was struggling with this is because everything listed above it is, "If A, then B" until you get to H and 2, 3 and 4 have no "If A, then B." She was trying to figure out how they're giving that instruction to a developer so they understand that what the city is asking for is a measure of this to have a benefit back to them a little bit. Mr. Meader double-checked the document and said basically, that is a requirement to get those credits, that you would create a pathway or something in order to do this. He said it includes the maintenance of the area and removing the invasive species. The idea is to create and preserve a healthy, natural situation that people can enjoy. He said it's a requirement in order to get these credits. Mayor Pro Tem Casey asked if it is additive, meaning if they do A, they have to do part of H. She said perhaps she was belaboring the point too much. Mr. Meader said they're all standalone things. They could choose to do nothing else except preserve their natural area under H. He said the other items are all standalone items. There is no requirement that they do one if they do the other. Mayor Pro Tem Casey said maybe there needs to be a little bit of clarification in that language, so people understand. She said she thinks there's an opportunity for just a little bit more clarification and specificity there. City Attorney Schultz said they can look at the numbering there and understood her point.

Mayor Pro Tem Casey said generally, when they do a first reading and then go to a second reading, the number of changes are minimal. When they approve a first reading, they might make some minor changes, and then when it comes back for the second reading, it's not something that she feels needs to be discussed again. She said she's beginning to sense that maybe there's enough conversation at the meeting that maybe the best course of action is to postpone, let them make the edits and then come back again for a first reading as they have done in the past. Ms. Bell said yes, they could do that. Mayor Pro Tem Casey said what she doesn't want is for them to make the significant changes Council had given them only to come back to Council and have more significant changes in a second reading without that attempt.

CM 26-07-088 **Moved by Casey, seconded by Gurumurthy: MOTION CARRIED 7-0**

Postpone the first reading of Zoning Ordinance Text Amendment 18.307 to amend Section 5.5 to comprehensively revise the Landscape Ordinance and the Landscape Design Manual.

Roll call vote on CM 26-07-088 **Yeas: Martinez, Smith, Staudt, Fischer, Casey, Gurumurthy, Heintz**
Nays: None

3. Approval of resolution to authorize Budget Amendment #2027-1

City Manager Cardenas said this recognizes changes Council approved at their last meeting for the out years. This item approves the changes for the current year, increasing the fund balances previously shared, and sets out the city's direction for those out years and the changes that they need to make in the budget to balance it out.

CM 26-07-089 **Moved by Casey, seconded by Heintz: MOTION CARRIED 7-0**

Approval of resolution to authorize Budget Amendment #2027-1.

Roll call vote on CM 26-07-089 **Yeas: Smith, Staudt, Fischer, Casey, Gurumurthy, Heintz, Martinez**
Nays: None

4. Approval of Proposed Water & Sewer Rate Resolutions for 2026-2027

City Manager Cardenas said every year, staff come to City Council with proposed water and sewer rates. This is that time as they set rates for the next year. City staff is proposing an increase to pass along the increases that are being done by Great Lakes Water Authority and the Water Resource Commissioner. Additionally, the increase supports the capital necessary to support several projects to maintain the city-owned infrastructure. An average user will see about 6.4 increase to their bill.

Ms. Farris said she would give a brief explanation of how to calculate the rates, a process they go through annually. She said when going through the process, you look at the financial needs of the city and the water and sewer fund. Each year, the city receives, they pay their suppliers. She said they have GLWA which is Great Lakes Water Authority and also Oakland Water Resource. Sewage is from Novi Sewage Disposal and Huron Rouge Sewer Disposal System. The City reviews all the rates and the pass-through costs. Then, during the budget process, you look at what are the needs for their infrastructure and the water and sewer fund. You take all that information, and they have to make sure that they can pay those costs that are passed to them as well as support the cost for operating their water and sewer. So, after they calculate that, they use a really nice analytical tool that is data-driven that gives them numbers on where they need to be to be able to have the amount of resources and cash flow to pay their suppliers as well as to provide the service to their residents. So yes, there is an increase proposed. They are asking for a 9% increase for water and a 9.5% for sewer. She said that does sound on a number percentage-wise large. However, it's a 6.4% overall which is in line with being able to have the amount of reserves that they need as well as providing services and maintaining their capital assets and infrastructure.

Ms. Farris said she knows there was a question earlier regarding fixed rates and variable rates. The fixed rate is the rate that they pay on a fixed amount, same quarterly, as well as the variable rate is the amount that the actual consumer or the resident uses. As they consume more, they use more, that rate will go up. She said in Council's packet, it shows an example of the average user. For example, a user will see, as they stated in their memo, 6.4%; however, if you are looking at it on a quarterly basis, it's about $18.04. On an annual basis, it's around $72.16. Considering all the increases that are passed on to them, GLWA's increase was 5.62% and for their operating, their maintenance, all their supplies and paying their suppliers, it was 3.38%. That makes up their 9%. Considering with the rate inflation, it's pretty in line with their increase to their residents.

Member Gurumurthy thanked Ms. Farris for being there. She said she appreciated the responses earlier with the rates. There is this whole fixed and variable rate for the GLWA. She asked if the 5.62 that they're doing is for the fixed or the variable. Ms. Farris said they do a 60/40 methodology blend. It's how they calculate the rates. It's both of those combined. The 5.62 is what they're passing down to the city combined. Member Gurumurthy clarified that it will apply to both the fixed and the variable numbers for Council. Ms. Farris said that is correct. They combine it and say, "Okay, this is your overall rate that we're passing to you." Member Gurumurthy said then the 9% increase includes the 5.62 and the remaining amount is for…Ms. Farris said that is correct. It's for the operations for the water and sewer fund for the city. Member Gurumurthy asked if the 9% applies to both the fixed and the variable numbers for the water. Ms. Farris said the 9% is for water and then 9.5% is for sewer. Member Gurumurthy asked for each, like water, does it apply to both the fixed rate and then the variable rate as well, the rate increase? Ms. Farris said yes. Member Gurumurthy said where she was thinking maybe this is not for this year, but maybe what she'd like to see is just a simple table where you have the fixed rate and the variable rate and then the increases that apply whether it applies on the fixed and variable or just the variable. That's where she was a little bit lost earlier. Ms. Farris said she will have to mention that in her memo, too, the best practice is to go out to bid to do a water and rate study. That is a pretty intense collection of data, a lot of reviews of their infrastructure and needs. Once that is done, and they go out to bid, that will potentially provide a lot of detail that would answer some of the questions and they'll look at all of those rates. She said the fixed rate has not been raised in a few years. *Potentially* next year, the fixed rate will be increased based on the needs of the city. Member Gurumurthy thanked her for clarifying that. She said she thinks it will be helpful for them to have that information so they can share because she is sure people are going to ask. She requested that if they could have a clear way to explain that that would be great because the math was not adding in her head.

Member Heintz said he appreciated her explanation. He asked if he understood her correctly, did she say that because the average rate of an increase is going to 6.4, but that's a variable increase based on the usage. He asked if someone uses less water than the average amount of water, would they have a smaller percent increase? Ms. Farris said for an example on the water bill, yes. She said they'd just say that across the board. The less water you use, the less amount that you're going to pay for that variable rate. The example that was in the packet was for 20,000 gallons. She said they're just going to say that that sample resident that uses 20,000 gallons on a quarterly basis based on using, so

their fixed rate is $30 for sewer, their fixed rate for water is $56 and then that's where you have that variable rate. So, yes. She said to answer his question, the more water you consume, the variable rate will change. Member Heintz asked if that variable rate is known. He asked if the average user will have a 6.4% increase, what's the range on that? Is it a few percentage points or how big is that range? She said based on her understanding, there is always a minimum use. So if a 20,000 gallon is a minimum use user, then that would be the cost. She said she hopes that's what he was asking. Member Heintz said if he was understanding it correctly, is it if someone who's using more water will have a larger percent increase in their water bill? Ms. Farris said correct, the variable rate will change and the fixed will stay the same. Member Heintz said that means that their water bill would be above a 6.4% increase. It would be x percent increase. He said he was trying to understand what that x would be. Ms. Farris said it depends on how much they exceed over 20,000 gallons. She said they can provide calculations on that, but the more that you use and consume, the higher. She said they know that, for example, it's 5.97 for…She said it's a hard question to answer because she thinks it's just based on how much usage. She said yes, she would confidently say if you use more water, it would be higher than a 6.4% increase. The simple take home message for the residents is water conservation and using less water is in their best interest for this.

CM 26-07-090 **Moved by Casey, seconded by Smith: MOTION CARRIED 6-1**

Approval of Proposed Water & Sewer Rate Resolutions for 2026-2027

Roll call vote on CM 26-07-090 **Yeas: Fischer, Casey, Gurumurthy, Heintz, Martinez, Smith**
Nays: Staudt

CONSENT AGENDA REMOVALS: None

AUDIENCE COMMENT: None

COMMITTEE REPORTS:

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

Mayor Pro Tem Casey teased they hadn't talked in quite a bit, so she was going to take about 20 minutes and get everyone caught up. Since they spoke last, they've had two public workshops to date and they have a third one scheduled for August 18th. The start time is going to be in the 6:00 hour, a little more TBD, but she said to keep an eye on their calendar for more information. Their committee is meeting itself on the 20th where they're going to get an update from Shockey on the output of their most recent workshop which was a couple of weeks ago and some of the survey data that they have to date. Their plan is to ask Assistant City Manager Mahoney to come into their Council meeting on July 27th and give Council a presentation on everything they've learned so far. This will update Council on everything they've heard from residents and then they can start to see the way forward for their next steps in terms of how the plan and the recommendation is starting to be built out. She said there are a couple of things that she

thinks are of interest to Council before that conversation happens in a couple of weeks. That is just what they're hearing from residents. They had 20 people at the meeting at their workshop a couple of weeks ago and one of the things they asked residents for feedback on was a draft vision statement. She thinks the most interesting thing that came out of that that they've heard in their public sessions previously is a really strong interest and an opportunity for them to focus on belonging, identity and what makes Novi unique. When they had their meeting and they presented this draft vision statement, the feedback they got was, "That's a really good vision statement, but that could be anybody." She feels like the opportunity exists for them to really understand what people, what their residents think makes Novi unique and then use that in their planning. That is why the survey that is currently live on their site (cityofnovi.org/novi2050) is about community identity. They're trying to pull the string and understand from people what it means to live in Novi. They want to know why people are here. They are asking why residents think people will want to come to Novi. What can they do to build out the community to make it unique and make it something that will attract people to them? She said there will be more to come on that topic. She brought it up not because she thinks it's on them to come up with what that is and what any future potential mission statement will be, but really just to level set people that that is really what has come to the top. She said of course, they're hearing about housing, mobility and about people wanting to make sure that the services that the city offers in the future are based on the needs of residents, just as they are today. The ideas of belonging, identity and uniqueness really struck her and she sees this as a real opportunity for them as a community going forward. She said they'll be meeting on the 20th as a committee and then they'll come back to Council with a fuller presentation about the actions of the committee. From there, they'll see the development of the plan carrying forward. Their target right now is to be done with the plan in October with a final presentation of the plan and adoption of the plan by Council in October. They are staring down towards the edge of the timeline pretty quickly. She said there is more to come, but she wanted to leave Council with those thoughts and the most current information as they're receiving it from residents.

2. Public Utilities and Technology Committee – Council Member Gurumurthy

Member Gurumurthy said they had a long Public Utility Committee meeting at which the DTE was present. Liz, the Regional Manager for Oakland County, was there. They had a couple of engineers there as well. They've been tracking the list. Thanks to Rob and his team, they've been tracking the list of power outages internally. They have been able to share this information with DTE so they can find out the root causes. First, they looked at the overall performance. She thinks the committee was extremely clear on more than the 99.97% up, they wanted to look at the .03%, the percentage who are down and have been down with power outages and dive into more details like how frequently they are happening and why, what equipment might be causing it, etc. She said she thinks the committee explained it and it was very clear to them. That was one of the action items that they took. With respect to specific addresses, she knows they literally had addresses with specific information on what cause. Most of it was trees and weather related. They talked a lot about Member Martinez's neighborhood and that whole area a lot. She said thanks to Member Martinez, he got notifications when they happened exactly, so he was

going to collect more address-specific data and send it to DTE. One of the things that they asked DTE was to be informed about the age of the equipment in that area. That's an action item they asked them to bring back. She said it's not just about what happened exactly on the outage. They also want to know what supplies power over there. They don't need names, but at least the power and the ages of that equipment. They mentioned the tree-pruning schedule which is normally performed once on a five-year cycle. The next cycle in Novi will begin in early 2027. The committee requested that they look for pre-pruning that schedule. They were going to talk to the tree pruning team and come back to the committee. They talked about the business, Novi Athletic Club. Unfortunately, they did not have immediate information because of the address being in some other. They took an action item to give us more details about what's happening with the outages that happen more frequently. They did note that some were due to animal intrusions and now they are planning to put an animal barrier in that area soon. "Soon," they mentioned, means within the next three weeks. She said that was a good sign and they would track that. She said that was all about DTE. They're going to have this more frequently and they're going to keep track of addresses of outages as well.

Member Gurumurthy said next was fiber. Thanks to Rob and his team, they have a very nice map of Novi with information about fiber providers. He's been updating it as they go. This map is produced with data from permitting applications more than anything and field verification by the City of Novi staff as well, which is really good. Based on the work that's going on and talking to the different fiber providers, 79% of single-family homes will have access to fiber by the end of 2028. That's the data they got, so, hopefully, fingers crossed, they continue to do that. The last item Member Gurumurthy mentioned was the GLWA 14 Mile Project update. The paving operations are progressing. Weather permitting, paving should be complete by mid-August.

MAYOR AND COUNCIL ISSUES: None

COMMUNICATIONS: None

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 8:44 P.M.

_____ _____

Cortney Hanson, City Clerk Justin Fischer, Mayor

_____ Date approved: July 27, 2026

Transcribed by Diana Charles
Customer Service Representative

CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Approval of Resolution Appointing City Manager, Community Development Director, and Economic Development Manager to the Economic Development Corporation Board of Directors.

SUBMITTING DEPARTMENT: City Clerk

KEY HIGHLIGHTS:

- The Economic Development Corporation (EDC) Board of Directors serve terms lasting five (5) years, with terms beginning on March 1st.
- The EDC is compromised of 9 members, of which no more than three members shall be an office or employee of the City of Novi.

BACKGROUND INFORMATION:

Members of the Economic Development Corporation (EDC) Board of Directors are appointed by the Mayor, subject to approval by the City Council. There are three staff positions that require reappointment. The Articles of Incorporation indicate that not more than three members shall be an office or employee of the City of Novi. The accompanying resolution accomplishes the appointments and brings the membership of the EDC current.

RECOMMENDED ACTION: Approval of Resolution Appointing City Manager, Community Development Director, and Economic Development Manager to the Economic Development Corporation Board of Directors.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION APPOINTING EDC MEMBERS

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 July 27, 2026, at 7:00 P.M. Prevailing Eastern Time.

PRESENT:

ABSENT:

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

R E C I T A L S:

WHEREAS, the City Council approved the incorporation of the Novi Economic Development Corporation (EDC) in 1979, and it has continuously operated within the City since that date; and

WHEREAS, by state law, the Mayor appoints the members of the Board of Directors with the advice and consent of the City Council; and

WHEREAS, the City Council Rules currently provide (at Section 13) that interviews for the position of member of the Board of Directors shall occur prior to appointments or re-appointments, which are typically effective on March 1; and

WHEREAS, the limited nature of the EDC's current activities and the long service of many of its members justify, in the Council's opinion, appointments/re-appointments without formal Council interview;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor herby appoints, and City Council hereby approves, the following appointments to the City of Novi Economic Development Corporation (EDC):

	Term Expires
City Manager	**03/01/29**
Community Development Director	**03/01/30**
Economic Development Manager	**03/01/29**

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 at a regular meeting held this 27th day of July, 2026.

_____
Cortney Hanson, City Clerk
City of Novi

CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Approval of resolution appointing City Manager, Community Development Director, and Finance Director to the Building Authority.

SUBMITTING DEPARTMENT: City Clerk

KEY HILIGHTS:

- The Building Authority is made up of 5 members, two of which are residents who serve three year terms, the remaining three are City staff members who serve two year terms.

BACKGROUND INFORMATION:

The Articles of Incorporation for the Building Authority were most recently updated on July 12, 2010. At that time, Section 2 of the Articles of Incorporation designated the members' terms, ending dates, and terms of succession. The City Manager, the Community Development Director, and Finance Director are staff appointees, but are regularly reappointed like other members.

The City Manager's term would be extended for a term ending March 1, 2027. The Community Development Director's term would be extended for a term ending March 1, 2028. The Finance Director's term would be extended for a term ending March 1, 2028.

RECOMMENDED ACTION: Approval of resolution appointing City Manager, Community Development Director, and Finance Director to the Building Authority.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION APPOINTING BA MEMBERS

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 July 27, 2026, at 7:00 P.M. Prevailing Eastern Time.

PRESENT:

ABSENT:

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

R E C I T A L S:

WHEREAS, the City Council approved the incorporation of the Novi Building Authority (BA) in 1995, and it has continuously operated within the City since that date; and

WHEREAS, by state law, the Mayor appoints the members of the Board of Commissioners with the advice and consent of the City Council; and

WHEREAS, the City Council Rules currently provide (at Section 13) that interviews for the position of member of the Board of Commissioners shall occur prior to appointments or re-appointments, which are typically effective on March 1; and

WHEREAS, the limited nature of the BA's current activities and the long service of many of its members justify, in the Council's opinion, appointments/re-appointments without formal Council interview;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor herby appoints, and City Council hereby approves, the following appointments to the City of Novi Building Authority (BA):

	Term Expires
City Manager	**03/01/27**
Community Development Director	**03/01/28**
Finance Director	**03/01/28**

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 at a regular meeting held this 27th day of July, 2026.

_____
Cortney Hanson, City Clerk
City of Novi

CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Approval of a Resolution Authorizing "2026 Michigan State Fair" to occur on the Vibe Showplace property at 46100 Grand River Avenue on September 2-7, 2026.

SUBMITTING DEPARTMENT: City Manager's

KEY HIGHLIGHTS:

- Annual Resolution Authorizing Land Uses for the Michigan State Fair
- Includes authorization for temporary parking use for nearby properties
- Includes waivers for additional signage prior to and during the Fair
- The application includes Monster Truck performances which are described as having "mufflers and dampners installed"

BACKGROUND INFORMATION:

The owner of the Vibe Showplace is organizing the Michigan State Fair on the exposition property, with certain adjacent property being used for fair activities, overflow parking and staging area for exhibitors at the fair.

"Outside exhibits, fairs, entertainment and festivals" are permitted uses under Section 3.1.15 of the EXO District regulations. Section 3.25.2.I also discusses Council's authority to impose "reasonable conditions" in order to ensure that an outdoor recreation use is compatible with the surrounding area, including site improvements and features such as additional screening, landscaping and increased setbacks.

The attached resolution proposes a set of conditions for the applicant to meet for the activities proposed to take place on the Vibe Showplace property. It is primarily a description of public health, safety, and welfare inspections that the City would undertake as the items are being placed or constructed to accommodate the fair use.

As an additional step, the City has reviewed and will be issuing an Outdoor Gathering Permit for fair-related displays, amusements, overflow parking and staging use on

properties near the Vibe Showplace site. The applicant indicates that total number of available parking spaces for attendees will be similar to or exceed previous years.

RECOMMENDED ACTION: Approval of a Resolution Authorizing "2026 Michigan State Fair" to occur on the Vibe Showplace property at 46100 Grand River Avenue on September 2-7, 2026.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION AUTHORIZING 2026 MICHIGAN STATE FAIR

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 July 27, 2026, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT:

ABSENT:

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

WHEREAS, the first official Michigan State Fair was held in 1849 in Detroit, Michigan and thereafter the Fair was held continuously for 150 years, until 2009; and

WHEREAS, after a lapse related generally to the economic conditions in the state, a coalition of public and private individuals and entities restarted the Fair under the designation "Great Lakes Agricultural Fair" in 2012 as a statewide event at the Suburban Collection Showplace here in Novi; and

WHEREAS, for this year, 2026, the event continues with the official designation as the Michigan State Fair; and

WHEREAS, the event will begin September 2, 2026, and run through September 7, 2026, with setup beginning August 19; and

WHEREAS, the proposal for the event has been jointly submitted by the Michigan State Fair, a private-entity LLC, and the Suburban Collection Showplace (with the State

Fair as the formal "applicant" for the event), with the majority of the activities contemplated to be concentrated on the grounds of the Suburban Collection Showplace exposition facility, and with additional parking and staging to be available on adjacent properties; and

WHEREAS, the City wants to see the Fair succeed, as it will both continue a positive tradition within the state and positively influence the surrounding areas in the City; and

WHEREAS, the City Council has determined that the City Council's approval is required under the City's zoning ordinance for that portion of the event located on the Suburban Collection Showplace and that the approval of the Public Safety and Community Development Departments is required as well for use of the adjacent property.

NOW, THEREFORE, BE IT RESOLVED as follows:

The proposed State Fair use on the Suburban Collection Showplace property (parcel number 50-22-16-251-024) is hereby approved by the City Council pursuant to Section 3.1.15.C of the City of Novi zoning ordinance, subject to the following conditions under Section 3.25.2.I, "Conditions for Outdoor Recreation Uses":

1. The applicant shall have in place and shall provide to all of its appropriate agents and employees, an emergency evacuation plan to be reviewed and approved for the event by the City of Novi Department of Public Safety.

2. With regard to the beer tent/alcohol service, the location of such area shall be only as shown in the Outdoor Gathering Permit, except as may be otherwise approved by the Department of Community Development and the Department of Public Safety. The serving area shall be fenced or otherwise enclosed. All appropriate licenses from the State of Michigan in connection with alcohol service shall be obtained by the applicant.

3. All tents, rides, midway facilities, carnival staff camping, and the like shall be subject to permit application and inspection by the Department of Community Development and Department of Public Safety as appropriate, prior to commencement of the event. Use of Parcels 50-22-16-251-024, 50-22-16-176-021, 50-22-176-020 and 50-22-176-019 shall be in accordance with the Outdoor Gathering Permit issued by the Novi City Clerk's office. All tents and temporary structures shall comply with Chapter 24 of the 2015 International Fire Code. Code requirements for separation of tents and other structures shall be observed. All water and sanitary facilities shall comply with City of Novi and Oakland County Health Department requirements.

4. All temporary power hook ups or connections, including generators and connections to the Suburban Collection Showplace exposition building, shall be approved by the Department of Community Development and Department of Public Safety.

5. The applicant shall have a sufficient number of restrooms/portable toilet facilities, in locations that comply with barrier free requirements. All portable toilet facilities shall be regularly cleaned and shall remain in a sanitary condition throughout the entire event, with additional cleanings required depending on attendance at the event. Temporary water supplies shall be in accordance with Oakland County Health Department standards. Sewage waste tanks for occupied trailers/recreational vehicles and other temporary quarters shall be in place prior to arrival of any of these vehicles to the site(s). Provide temporary dishwashing stations per Oakland County Health Department requirements.

6. Use of Parcels 22-16-151-004, 22-16-151-005, 22-16-151-008, 22-16-300-018, 22-16-300-023, 22-16-300-024, 22-16-300-050, 22-16-300-051, 22-16-300-094 and 22-16-300-095 shall be in accordance with the Outdoor Gathering Permit issued by the Novi City Clerk's office for fair related vehicle storage, relocated dealership parking and possible attendee parking with shuttle service. The use shall be limited to the currently clear mowable portions of the property(s) and shall not impact the protected wetlands, buffers or woodlands located on the southern portion of the parcels. Parcels 50-22-15-152-007,

and 50-22-15-301-008, 22-16-426-001,22-16-426-002 and 22-15-301-010 shall be used for parking. Currently improved portions of parcels 50-22-16-176-017, 026, 028, 031and 036 accessed off Citygate Drive would be used for participant trailer storage and shall not impact the protected wetlands, buffers or woodlands located on portions of the parcels. Accommodation must be provided to ensure safe access for Fair participants to and from all temporary uses located south of Grand River.

7. All Fair activities must comply with Section 22-96 Noise Disturbances Prohibited of the City of Novi Code of Ordinances and Section 5.14(10) of the City of Novi Zoning Ordinance.

8. Placement of any temporary signs shall be approved by the Department of Community Development and must not obstruct visibility needed for safe passage of vehicle and pedestrian traffic. There shall be no more than (2) 14 ft. x 48 ft. temporary signs along the Grand River and I-96 road frontages and (2) 8 ft. x 2 ft. pole flag signs at each of (6) other locations. Signage will be allowed beginning 21 days prior to the start of the event and must be removed at the conclusion of the event.

9. Emergency access to all areas of the property shall be maintained throughout the entire event, including access to the midway, once the rides and booths are assembled.

10. The applicant shall secure from the Department of Community Development and Department of Public Safety the appropriate occupant load for the Suburban Collection Showplace exposition facility, as well as any temporary tent and/or seating areas. Such occupancy load shall not be exceeded during the event.

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 27th day of July 2026, 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

NOVI CITY CLERK'S OFFICE
45175 TEN MILE ROAD
NOVI, MI 48375
(248) 347-0456
Fax (248) 347-0577

OUTDOOR GATHERING PERMIT APPLICATION
Chapter 24 – Article II

APPLICATION MUST BE MADE AT LEAST 14 DAYS PRIOR TO THE DATE OF THE PROPOSED ASSEMBLY

Business name: Michigan State Fair, LLC_____

Address: 46100 Grand River Ave., Novi, MI 48374_____Business Phone #: 248-348-5600

Location of event: 46100 Grand River Ave., Novi, MI 48374

Name of applicant: Michigan State Fair, LLC Applicant's age: N/a

Applicant's address: 46100 Grand River Ave., Novi, MI 48374 Phone #: 248-348-5600

Email address: riley@vibeshowplace.com

Property owner name: Blair Bowman

Property owner email address: bbowman@vibeshowplace.com Phone #: 248-348-5600

If applicant is a partnership, corporation, or other association, list names, addresses, phone numbers of partners, directors, as well as agent in charge of operation of the gathering: Blair Bowman, 248-349-5600, 46100 Grand River Ave., Novi, MI 48374

Statement of the kind, character, and type of proposed assembly:

The Michigan State Fair/Livestock/Agriculture/Entertainment/Carnival/Midway

Legal description and proof of ownership of the site at which the proposed outdoor assembly is to be conducted. Where ownership is not vested in the prospective permittee, an affidavit from the owner shall be submitted indicating his/her consent to the use of the site for the proposed assembly: #22-15-152-007, #22-16-176-020, #22-16-176-021, #22-16-300-094, #22-16-426-001, #22-16-426-002, #22-15-301-008, #22-16-176-019, #22-16-151-005, #22-16-151-004, #22-16-151-008, #22-16-300-018, #50-22-16-251-024, #50-22-15-301-010, #50-22-16-176-028, #22-16-176-107, #22-16-176-026, #22-16-176-031, #22-16-176-032, #22-16-176-036, #22-16-300-050, #22-16-300-051, #22-16-300-023, #22-16-300-024, #22-16-300-095

The dates and hours during which the proposed outdoor assembly is to be conducted: September 2 - 7, 2026 | 9/2: 5:30pm - 10pm, 9/3: 11am - 8pm, 9/4: 11am - 8pm, 9/5: 10am - 8pm, 9/6: 10am - 8pm, 9/7: 10am - 8pm

Estimate the maximum number of attendants expected at the assembly for each day it is conducted *(An Outdoor Gathering Permit is not required for events with less than 200 attendants)*: Maximum 17,000 on a peak day

Give a detailed explanation of the evidence of admission to be used and of the sequential numbering or other method which will be used for counting attendance, i.e., tickets, etc. Also, please state if attendance will not be counted. Advance and on-site ticket sales, all tracked by a ticketing system. Wristbanding for special events and features.

Each application shall be accompanied by a detailed explanation, including dimensioned plans and diagrams where applicable, of the prospective permittee's plans to provide for the items listed below. <u>If you are not providing an item which is listed below, you must state the reason.</u>

1. The size or area of the property to be used: 89+/- acres North of Grand River Ave. & potential 8.69 acres south of Grand River Ave.
   Must include a dimensioned map depicting the location of any equipment, tent or any temporary structures including, tents and membrane structures, stages and stage canopies, bleachers and platforms to be used during event. (Building and Electrical Permits many be required)

2. Police and fire protection: Partnership with Novi Police Department and Novi Fire Department
   If you requested police security through the Novi Police Department, you must include a copy of the signed "Security Agreement". - As provided in previous years

3. Food and water supply and facilities: Building Concessions, certified food trailers, city water
   Will there be any heat source used under a tent, including the preparation of food? ☐ *yes* ☐ *no* ×

4. Health and sanitation facilities: Hand Sanitation, wash facilities, permanent restrooms, portajohns

5. Medical facilities and services including emergency vehicles and equipment: On-site security, Hired EMS & First Aid room, Novi Fire Department

6. Vehicle access and parking facilities including temporary Barrier Free parking if permanent Barrier Free parking will be unavailable: On-site parking at Vibe Credit Union Showplace and in adjacent lots
   You must have a signed letter from the property owner indicating they give permission to the applicant to utilize offsite parking areas. Zoning approval may also be required.

7. Camping and trailer facilities: On-site camping for exhibitors and carnival workers only

8. Illumination facilities including fixture type, hours, and generator locations (if applicable): Temporary light trees in west parking area, all other lighting is permanent

9. Communications facilities: Two-way radios used throughout event

10. Noise control and abatement measures including hours and level of amplified sound: All monster trucks will have mufflers and dampeners installed. Monster truck performances will end before the fair closes each day.

11. Duration of the outdoor assembly: Active event is 6 days, September 3-7, 2026. All properties will be in use approximately 2 weeks prior to event start date for logistics and storage.

12. Facilities for cleanup and waste disposal: Brendels for portable restrooms, Sterling Sanitation for waste disposal.

13. Insurance and bonding arrangements:
    Insurance through Haas & Wilkerson

Applications without the following attachments will be considered incomplete and WILL NOT be accepted by the City Clerk's Office:

☒ A copy of the front and back of the applicant's current driver's license.

☒ Map of event location including a detailed site plan. Any changes made to the site plan must be submitted to the City Clerk's office immediately for approval.

☒ Copy of Certificate of Liability Insurance. Guidelines for insurance shall be as follows (types of coverages required may vary depending on the specific event and activities):

A. Commercial General Liability Insurance on an occurrence basis with limits of liability not less than one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) aggregate combined single limit for Personal Injury, Bodily Injury, and Property Damage.

B. Workers' Compensation & Employers' Liability Insurance, Michigan Statutory Limits of Liability.

C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than one million dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owner vehicles, all non-owned vehicles, and all hired vehicles.

D. Liquor liability, if applicable, in an amount of one million dollars ($1,000,000) per occurrence, of one million dollars ($1,000,000) aggregate.

E. All certificates of insurance, other than Workers' Compensation & Employers' Liability Insurance, shall name the City as an additional insured through a <u>separate</u> Additional Insured Endorsement page.

Such coverages shall be procured and maintained with forms and insurers acceptable to the City. Certificates of insurance acceptable to the City shall be submitted prior to commencement of the gathering or assembly.

Such insurance shall remain in full force and effect in the specified amounts for the duration of the permit. The insurance shall include an endorsement to the effect that the insurance company shall notify the City Clerk in writing at least ten (10) days before the expiration or cancellation of the insurance.

☒ Application Fee:

Estimated Attendants	License Fee
200 or more	$110.00
500 or more	$210.00
2,500 or more	$360.00
5,000 or more	$510.00

The following items may also be required:

☒ Security Agreement with Novi Police Department for use of officers.

☒ Letter granting permission for use of property.

☒ Flame resistance paperwork for a tent.

☒ Building permit for a tent.

☒ All outdoor power receptacles must be GFI protected.

☒ All electrical generators are required to have GFI protection.

The undersigned hereby applies for a license to hold an Outdoor Gathering in excess of 200 persons under the provisions of the City Code, Chapter 24, Sections 1-25 of the City of Novi, and represents that the statements hereinafter contained are true, and undertakes and promises to comply with the provision of the laws of the United States of America, the laws of the State of Michigan, and the ordinances of the City of Novi in conducting the Outdoor Gathering. It is understood that any license issued shall be revocable in accordance with the provision of said Chapter 24, Sections 1-25 in the City Code.

6/3/26

APPLICANT'S SIGNATURE DATE

FOR OFFICE USE ONLY

Date Submitted _____ Receipt Number_____ Map _____
Copy of Applicant's Driver's License _____ Certificate of Liability Insurance _____

Corrigan moving systems
23923 Research Drive, Farmington Hills, MI 48335 | (800) 267-7442

May 20, 2026

City of Novi
45175 Ten Mile Rd.
Novi, MI 48375

RE: Land Use Permission of Parcel: 50-22-15-301-010

To Whom it May Concern,

Corrigan., as Owner of the above-mentioned parcels hereby grants permission for use of these properties in conjunction with the Outdoor Gathering Permit for the Michigan State Fair event taking place from August 19, 2026 through September 9, 2026 at the Vibe Credit Union Showplace located at 46100 Grand River Avenue, Novi, MI 48374. Please see attached map for parcel locations.

Sincerely,

Kevin Corrigan
Owner

Novi Mile, L.L.C.
A Michigan Limited Liability Company
46100 Grand River Avenue
Novi, Michigan 48374
Ph: (248) 348-5600 Fax: (248) 347-7720

May 20, 2026

City of Novi
45175 Ten Mile Rd.
Novi, MI 48375

RE: Land Use Permission of Parcels: #50-22-16-176-017, 50-22-16-176-026, 50-22-16-176-031, 50-22-16-176-032, 50-22-16-176-036

To Whom it May Concern,

Novi Mile, L.L.C, as Manager of the above-mentioned parcels hereby grants permission for use of these properties in conjunction with the Outdoor Gathering Permit for the Michigan State Fair event taking place from August 19, 2026 through September 9, 2026 the Vibe Credit Union Showplace located at 46100 Grand River Avenue, Novi, MI 48374. Please see attached map for parcel locations.

Sincerely,
Novi Mile, LLC

Blair Bowman
Manager

SEMAS, L.L.C.
A Michigan Limited Liability Company
46100 Grand River Avenue
Novi, Michigan 48374
Ph: (248) 348-5600 Fax: (248) 347-7720

May 20, 2026

City of Novi
45175 Ten Mile Rd.
Novi, MI 48375

RE: Land Use Permission of Parcel: #50-22-16-300-050, #50-22-16-300-051, #50-22-16-300-023, #50-22-16-300-024, #50-22-16-300-095

To Whom it May Concern,

SEMAS, L.L.C, as Owner of the above-mentioned parcels hereby grants permission for use of these properties in conjunction with the Outdoor Gathering Permit for the Michigan State Fair event taking place from August 19, 2026 through September 9, 2026 at the Vibe Credit Union Showplace located at 46100 Grand River Avenue, Novi, MI 48374. Please see attached map for parcel locations.

Sincerely,
SEMAS, LLC

Blair Bowman
Manager

TBON, L.L.C.
A Michigan Limited Liability Company
46100 Grand River Ave.
Novi, Michigan 48374
Ph: (248) 348-5600 Fax: (248) 347-7720

BoCo Enterprises, Inc.
46100 Grand River Ave.
Novi, Michigan 48374
Ph: 248.348.5600 Fax: 248-347-7720

May 20, 2026

City of Novi
45175 Ten Mile Rd.
Novi, MI 48375

RE: Land Use Permission of Parcel: 50-22-16-251-024

To Whom it May Concern,

Tbon, L.L.C. and BoCo Enterprises, Inc. (as Owner and Leasee) of 46100 Grand River Avenue that is utilized as the Vibe Credit Union Showplace (parcel #50-22-16-251-024) hereby grant permission for use of these properties in conjunction with the Outdoor Gathering Permit for the Michigan State Fair event taking place from August 19, 2026 through September 9, 2026. Please see attached map for parcel locations.

Sincerely,
TBON, LLC/Boco Enterprises, Inc.

Blair Bowman

Servman, L.L.C.
A Michigan Limited Liability Company
46100 Grand River Ave.
Novi, Michigan 48374
Ph: (248) 348-5600 Fax: (248) 347-7720

May 20, 2026

City of Novi
45175 Ten Mile Rd.
Novi, MI 48375

RE: Land Use Permission of Parcels: 22-15-152-007, 22-16-176-020, 22-16-176-021, 22-16-300-094, 22-16-426-001, 22-16-426-002, 22-15-301-008, 22-16-176-019

To Whom it May Concern,

Servman, L.L.C., as Owner of the above-mentioned parcels hereby grants permission for use of these properties in conjunction with the Outdoor Gathering Permit for the Michigan State Fair event taking place from August 19, 2026 through September 9, 2026 at the Vibe Credit Union Showplace located at 46100 Grand River Avenue, Novi, MI 48374. Please see attached map for parcel locations.

Sincerely,
Servman, LLC

Blair Bowman
Manager/Member

South Grand Equities, L.L.C.
A Michigan Limited Liability Company
46100 Grand River Avenue.
Novi, Michigan 48374
Ph: (248) 348-5600 Fax: (248) 347-7720

May 20, 2026

City of Novi
45175 Ten Mile Rd.
Novi, MI 48375

RE: Land Use Permission of Parcel: #22-16-151-005, #22-16-151-004, #22-16-151-008, #22-16-300-018

To Whom it May Concern,

S. Grand Equities LLC, as Owner of the above-mentioned parcels hereby grants permission for use of these properties in conjunction with the Outdoor Gathering Permit for the Michigan State Fair event taking place from August 19, 2026 through September 9, 2026 at the Vibe Credit Union Showplace located at 46100 Grand River Avenue, Novi, MI 48374. Please see attached map for parcel locations.

Sincerely,
South Grand Equities, LLC

Blair Bowman
Manager/Member

Wix Mix, L.L.C.
A Michigan Limited Liability Company
46100 Grand River Avenue
Novi, Michigan 48374
Ph: (248) 348-5600 Fax: (248) 347-7720

May 20, 2026

City of Novi
45175 Ten Mile Rd.
Novi, MI 48375

RE: Land Use Permission of Parcel: #50-22-16-176-028

To Whom it May Concern,

Wix Mix, L.L.C, as Owner of the above-mentioned parcels hereby grants permission for use of these properties in conjunction with the Outdoor Gathering Permit for the Michigan State Fair event taking place from August 19, 2026 through September 9, 2026 at the Vibe Credit Union Showplace located at 46100 Grand River Avenue, Novi, MI 48374. Please see attached map for parcel locations.

Sincerely,
Wix Mix, LLC

Blair Bowman
Manager

Parcel Usage Key

Corrigan

#50-22-15-301-010: Parking

South Grand Equities

#22-16-151-005: Logistical Parking of trucks trailers, dealer inventory or overflow parking if necessary for the event

#22-16-151-004: Logistical Parking of trucks trailers, dealer inventory or overflow parking if necessary for the event

#22-16-300-018: Logistical Parking of trucks trailers, dealer inventory or overflow parking if necessary for the event

#22-16-151-008: Logistical Parking of trucks trailers, dealer inventory or overflow parking if necessary for the event

TBON

#50-22-16-251-024: Parking, Midway, Food Vendors, Camping, Trailers

Servman

#50-22-15-152-007: Parking

#50-22-16-176-020: Amusement back of house

#50-22-16-176-021: Amusement back of house

#50-22-16-300-094: Logistical Parking of trucks trailers, dealer inventory or overflow parking if necessary for the event

#50-22-16-426-001: Parking

#50-22-16-426-002: Parking

#50-22-15-301-008: Parking

#50-22-16-176-019: Parking, Amusement back of house

Wix Mix

#50-22-16-176-028: Storage

Novi Mile

#50-22-16-176-017: Storage

#50-22-16-176-026: Storage

#50-22-16-176-031: Storage

#50-22-16-176-032: Storage Access

#50-22-16-176-036: Storage

SEMAS

#22-16-300-050: Logistical Parking of trucks trailers, dealer inventory or overflow parking if necessary for the event

#22-16-300-051: Logistical Parking of trucks trailers, dealer inventory or overflow parking if necessary for the event

#22-16-300-023: Logistical Parking of trucks trailers, dealer inventory or overflow parking if necessary for the event

#22-16-300-024: Logistical Parking of trucks trailers, dealer inventory or overflow parking if necessary for the event

#22-16-300-095: Logistical Parking of trucks trailers, dealer inventory or overflow parking if necessary for the event



RED - TBON

TEAL - SEMAS

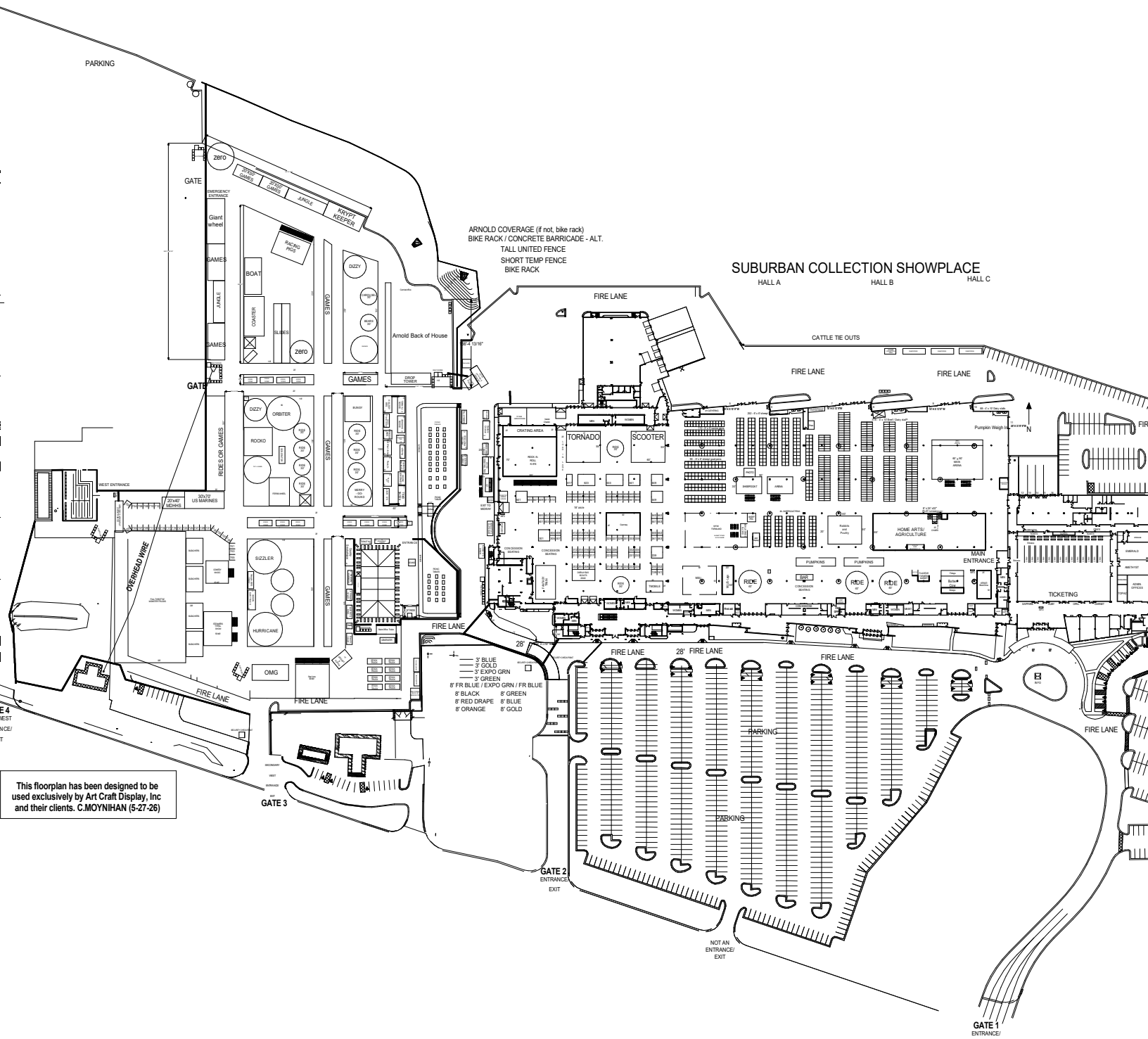
BLUE - SERVMAN

GREEN - NOVI MILE

PINK - WIX MIX

YELLOW - SOUTH GRAND EQUITIES

PURPLE - CORRIGAN


PARKING
GATE
EMERGENCY ENTRANCE
zero
JUNGLE
KRYPT KEEPER
Giant wheel
GAMES
JUNGLE
RACING PIGS
BOAT
COASTER
SLIDES
DIZZY
Arnold Back of House
DROP TOWER
GATE
RIDES OR GAMES
ORBITER
ROCKO
SUNSET
MERRY GO ROUND
WEST ENTRANCE
20'x40' MEHHS
30'x70' US MARINES
OVERHEAD WIRE
SIZZLER
HURRICANE
OMG
FIRE LANE
ARNOLD COVERAGE (if not, bike rack)
BIKE RACK / CONCRETE BARRICADE - ALT.
TALL UNITED FENCE
SHORT TEMP FENCE
BIKE RACK
SUBURBAN COLLECTION SHOWPLACE
HALL A
HALL B
HALL C
CATTLE TIE OUTS
CRATING AREA
TORNADO
SCOOTER
ROCK-N-ROLL CLUB
CONCESSION SEATING
HOME ARTS/ AGRICULTURE
Rabbits and Poultry
PUMPKINS
Pumpkin Weigh In
MAIN ENTRANCE
TICKETING
RIDE
BAR
3' BLUE
3' GOLD
3' EXPO GRN
3' GREEN
8' FR BLUE / EXPO GRN / FR BLUE
8' BLACK
8' GREEN
8' RED DRAPE
8' BLUE
8' ORANGE
8' GOLD
28'
PARKING
GATE 3
GATE 2
ENTRANCE
EXIT
NOT AN ENTRANCE/ EXIT
GATE 1
ENTRANCE/
EXIT
This floorplan has been designed to be used exclusively by Art Craft Display, Inc and their clients. C.MOYNIHAN (5-27-26)

CITY OF NOVI
cityofnovi.org

Receipt: 15444 06/12/26

Page

The sum of: **$510.00**

THE MICHIGAN STATE FAIR

46100 GRAND RIVER AVE
NOVI MI 48374

OUTDOOR		**510.00**
	Total	**510.00**

TENDERED:	**CHECKS**	**8885**	**510.00**

Signed: _____

SUBURBAN COLLECTION SHOWPLACE

HALL A HALL B HALL C

PARKING

ARNOLD COVERAGE (if not, bike rack)
BIKE RACK / CONCRETE BARRICADE - ALT.
TALL UNITED FENCE
SHORT TEMP FENCE
BIKE RACK

FIRE LANE

CATTLE TIE OUTS

FIRE LANE

FIRE LANE

FIRE LANE

FIRE LANE

GATE

EMERGENCY ENTRANCE

GATE

GATE

WEST ENTRANCE

OVERHEAD WIRE

FIRE LANE

FIRE LANE

FIRE LANE

FIRE LANE

28'

28'

FIRE LANE

FIRE LANE

MAIN ENTRANCE

TICKETING

PARKING

PARKING

PARKING

NOT AN ENTRANCE/

GATE 4
MAIN WEST ENTRANCE/ EXIT

GATE 3
SECONDARY WEST ENTRANCE/ EXIT

GATE 2
ENTRANCE/ EXIT

3' BLUE
3' GOLD
3' EXPO GRN
3' GREEN
8' FR BLUE / EXPO GRN / FR BLUE
8' BLACK
8' RED DRAPE
8' ORANGE
8' GREEN
8' BLUE
8' GOLD

This floorplan has been designed to be used exclusively by Art Craft Display, Inc and their clients. C.MOYNIHAN (5-27-26)

CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Adoption of a Resolution Authorizing Distribution of Proposed City of Novi Master Plan amendments to neighboring communities, Oakland County, railroads and public utilities for a 42-day review and comment period.

SUBMITTING DEPARTMENT: Community Development – Planning Division

BACKGROUND INFORMATION:
At the June 22, 2026 City Council meeting, Council unanimously approved a Purchase Agreement by and between the City of Novi and the Novi Community School District. The Agreement includes a due diligence period to address issues raised by the transfer of the basin. One of those issues is whether the City can convey the basin to the School District, as it is technically within the boundaries of Ella Mae Power Park. It was determined that an amendment to the Future Land Use Map must occur to continue finalizing the exchange agreement.

As a separate matter, staff suggested other Future Land Use map changes to reflect the City's acquisition of several parcels of land for future development of public facilities. During the process of updating the Master Plan, the Future Land Use map was updated to show all properties owned by the city and other public entities, including school districts, as "Public/Quasi-Public." The three subject parcels were acquired after the process of identifying publicly-owned parcels had been completed, otherwise they would have been shown as "Public/Quasi-Public" on the map. Therefore, the properties purchased for public facilities should also be similarly designated as the City moves forward with plans to develop the properties for public safety facilities.

The Master Plan Amendment follows a similar process to a Master Plan Update with regard to the reviews and actions by the Planning Commission and the City Council. The process provides opportunities for public hearing and comment, and distribution of the proposed map amendments to the required entities (nearby communities, regional planning bodies, utility companies, etc.) before the matter returns for final consideration approximately 45-60 days following the distribution of the proposed updates to the Future Land Use Map.

MASTER PLAN – PROPOSED AMENDMENTS

Staff prepared information for the Planning Commission to consider with regard to the Future Land Use Map, identifying the areas on the map that are recommended to be modified as detailed below.

The proposed amendments would reclassify the land as follows:

- A map reclassification of land to be transferred to the School District from Public Park to Public/Quasi-Public,
- A map reclassification of land at 42000 Thirteen Mile Road from Single Family to Public/Quasi-Public (future Fire Station No. 2),
- A map reclassification of land at 26125 Lee BeGole Drive from Industrial/Office to Public/Quasi-Public (future Public Safety Headquarters),
- A map reclassification of land at 22700 Venture Drive from Industrial/Office to Public/Quasi-Public (future Fire Station No. 3),

The maps showing the detail of the draft map amendments are found in the packet.

In addition, a statement that this land is no longer required for park purposes by the City.

PLANNING COMMISSION PUBLIC HEARING

On July 8th, the Planning Commission held a public hearing on the opening of the Master Plan, and received public comment. The Planning Commission considered the proposed amendments and adopted a resolution opening the Master Plan review process and forwarding the proposed amendments to the City Council for distribution.

Attached to this motion sheet is the Resolution to Authorize Distribution of Proposed City of Novi Master Plan amendments to the required entities and the amendment to the 2025 City of Novi Master Plan, including changes to the Future Land Use Map.

RECOMMENDED ACTION:

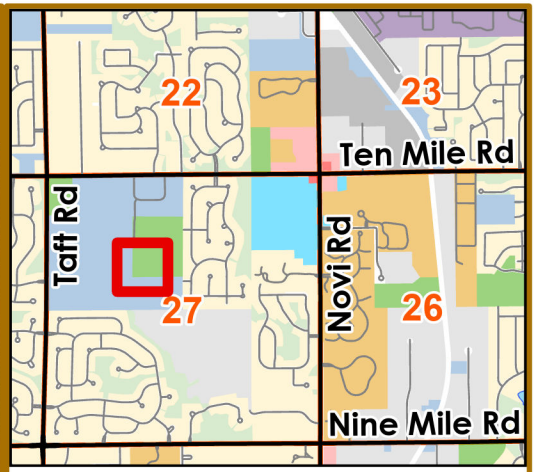
Adoption of a Resolution Authorizing Distribution of Proposed City of Novi Master Plan amendments for distribution to neighboring communities, Oakland County, railroads and public utilities for a 42-day review and comment period, in addition to permitting final adoption of the plan amendments to the Planning Commission following the public hearing held after the 42-day review and comment period.

DETAIL MAPS OF AFFECTED AREAS

NOVI/NOVI SCHOOLS PROPERTY TRANSFER

PROPOSED FUTURE LAND USE MAP AMENDMENT





Land Use Description

- Public Park
- Public/Quasi-Public

The land being reclassified from Public Park to Public/Quasi-Public is not required for park purposes by the City.

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

0 40 80 160 Feet

1 inch = 128 feet

Map Author: J. Gartha
Date: 6/4/26

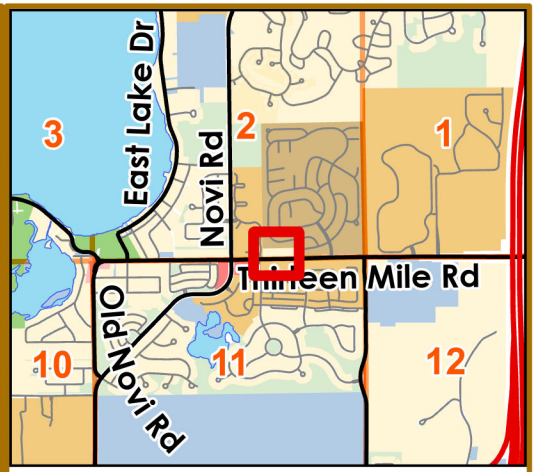
N

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.

FIRE STATION 2

PROPOSED FUTURE LAND USE MAP AMENDMENT





Land Use Description

- Community Commercial
- Manufactured Housing
- Multiple Family
- Single Family

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

0 37.5 75 150 Feet

1 inch = 115 feet

Map Author: J. Gartha
Date: 6/4/26

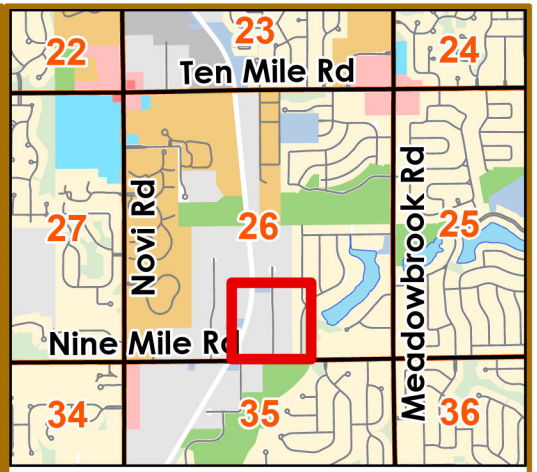
N

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FIRE STATION 3

PROPOSED FUTURE LAND USE MAP AMENDMENT





Land Use Description

- Industrial/Office
- Private Park
- Public/Quasi-Public
- Single Family

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

0 65 130 260 Feet

1 inch = 200 feet

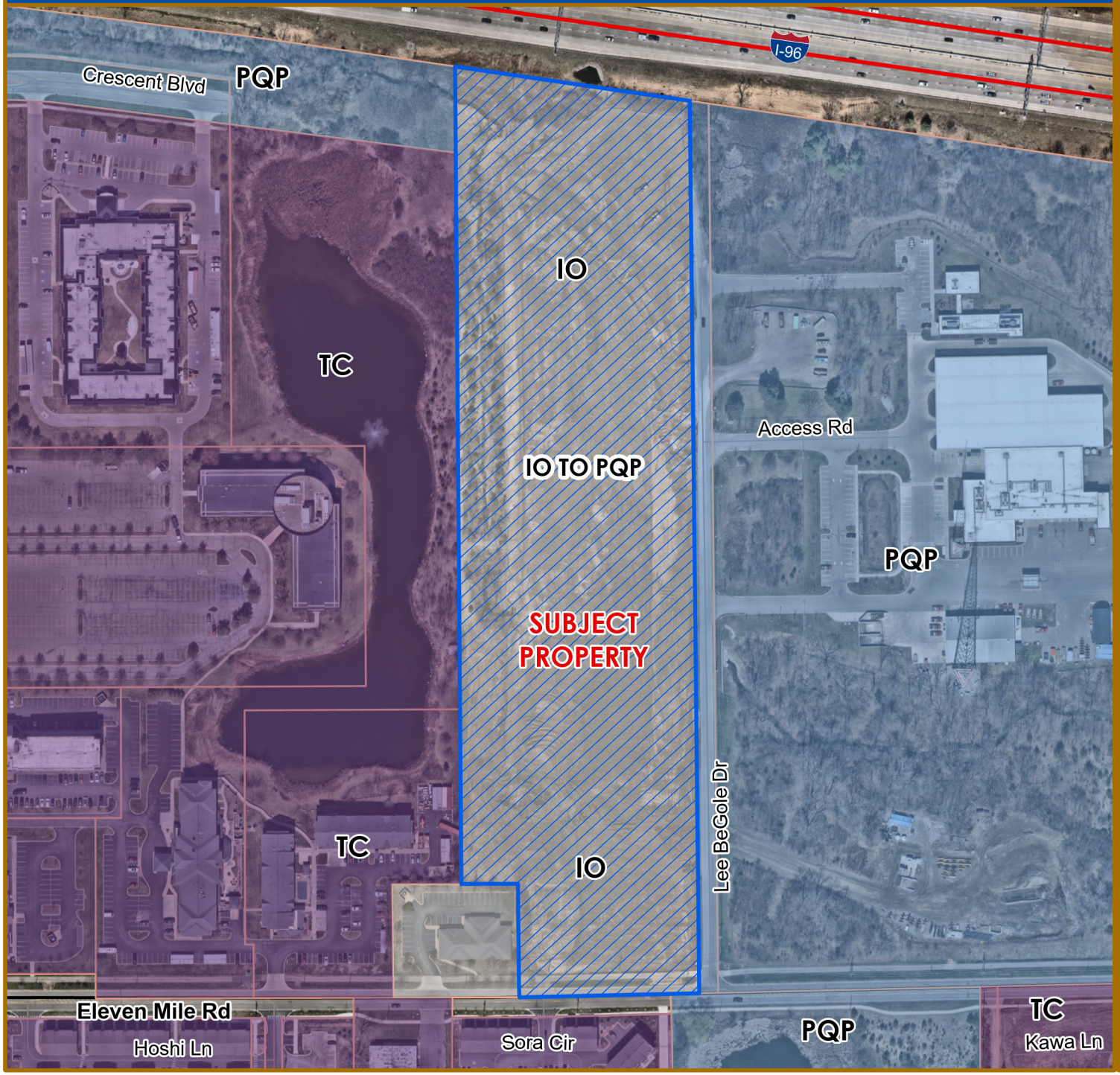
Map Author: J. Gartha
Date: 6/4/26

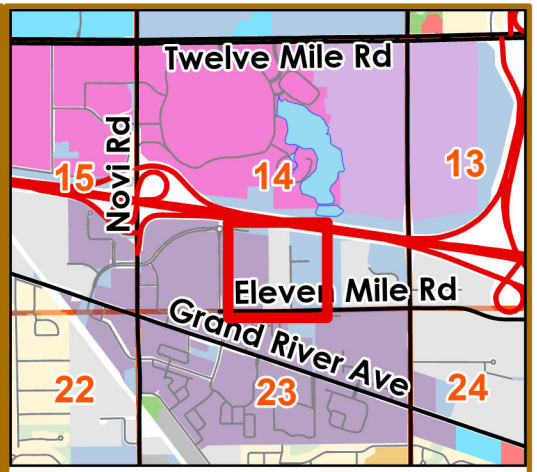
N

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PUBLIC SAFETY HEADQUARTERS

PROPOSED FUTURE LAND USE MAP AMENDMENT





Land Use Description

- Industrial/Office
- Public/Quasi-Public
- Town Center Mixed-Use

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

0 80 160 320 Feet

1 inch = 250 feet

Map Author: J. Gartha
Date: 6/4/26

N

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.

SUGGESTED CITY COUNCIL RESOLUTION

SUGGESTED RESOLUTION

RESOLUTION AUTHORIZING DISTRIBUTION OF PROPOSED CITY OF NOVI MASTER PLAN AMENDMENTS AND PERMITTING FINAL ADOPTION BY PLANNING COMMISSION

JULY 27, 2026

At a regular meeting of the City Council of the City of Novi, Oakland County, Michigan, held on the 27th day of July, 2026

PRESENT:

ABSENT:

The following resolution was offered by _____ and seconded by _____:

WHEREAS, the City of Novi ("City") and Novi Community School District ("District") have prepared a draft Property Exchange Agreement ("Agreement") under which the City will convey to the District a portion of Ella Mae Power Park to accommodate the District's stormwater drainage needs resulting from planned improvements to the District's adjacent High School campus; and

WHEREAS, at the June 22nd City Council meeting an Agreement was presented and approved subject to the approval of final form by the City Manager and City Attorney's Office; and

WHEREAS, the terms of the Agreement include ensuring that the transfer complies with MCL 117.5(e)(the Home Rule Cities Act), which states that land designated as park in an official Master Plan may not be sold; and

WHEREAS, the portion of land proposed to be conveyed to the District is currently designated as Public Park on the 2025 Future Land Use Map; and

WHEREAS, City-owned property at 42000 Thirteen Mile Road is currently designated as Single Family on the 2025 Future Land Use Map; and

WHEREAS, City-owned property at 26125 Lee BeGole Drive is currently designated as Industrial Office on the 2025 Future Land Use Map; and

WHEREAS, City-owned property at 22700 Venture Drive is currently designated as Industrial Office on the 2025 Future Land Use Map; and

WHEREAS, an amendment to the Master Plan, to comply with MCL125.3845 (the Michigan Planning and Enabling Act), must follow the procedures set forth in Sections 39, 41, and 43 of the Act; and

WHEREAS, Section 39 requires sending notices of the amendment to the same entities required for an entire master plan update and requesting comments and cooperation; and

WHEREAS The City of Novi Planning Commission has held a public hearing and considered draft amendments to the 2016 City of Novi Master Plan in accordance with the requirements of MCL 125.3801 *et seq*; and

WHEREAS pursuant to MCL 125.3841, upon completion of the proposed amendments the Planning Commission is required to submit the same to the City Council for review and comment, and for approval of distribution of the proposed amendments to adjacent communities and certain other governmental or public agencies for their review and comment, as described in MCL 125.3841, except for the shorter time period for review and comment of amendments as described in MCL 125.3845; and

WHEREAS the City Council has reviewed and approves the attached "Amendments to the Master Plan's Future Land Use Map" (Attachment A) for distribution as required;

NOW THEREFORE BE IT RESOLVED, pursuant to MCL 125.3841(1), that the Secretary of the City of Novi Planning Commission and all other necessary administrative personnel are hereby notified to cause a copy of the proposed amendments to be submitted to those entities and agencies described in MCL 125.3841(2), for review and comment within the time limits set forth in MCL 125.3845(1)

BE IT FURTHER RESOLVED, that pursuant to the foregoing authority, such review is advisory only.

BE IT FURTHER RESOLVED that after the required review period and public hearing, final adoption of the amendments is up to the Planning Commission, and Council does not assert its right to approve or reject the amendments.

RESOLUTION DECLARED ADOPTED

YEAS:
NAYS:
ABSENT:
ABSTENTIONS:

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and complete copy of the resolution adopted by the City Council of the City of Novi, Oakland County, Michigan, at a meeting of the City Council held on the ____ day of _____, 2026, the original of which is on file in my office.

I further certify that the notice of the meeting was given pursuant to, and in full compliance with, Act No. 267 of the Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed by official signature this _____ day of _____, 2026

_____

Cortney Hanson, City Clerk

MAYOR'S CERTIFICATION

I hereby certify that the foregoing resolution accurately reflects the action taken by the City Council on this _____ day of _____, 2026

_____

Justin Fischer, Mayor

ATTACHMENT A - AMENDMENTS TO THE MASTER PLAN'S FUTURE LAND USE MAP

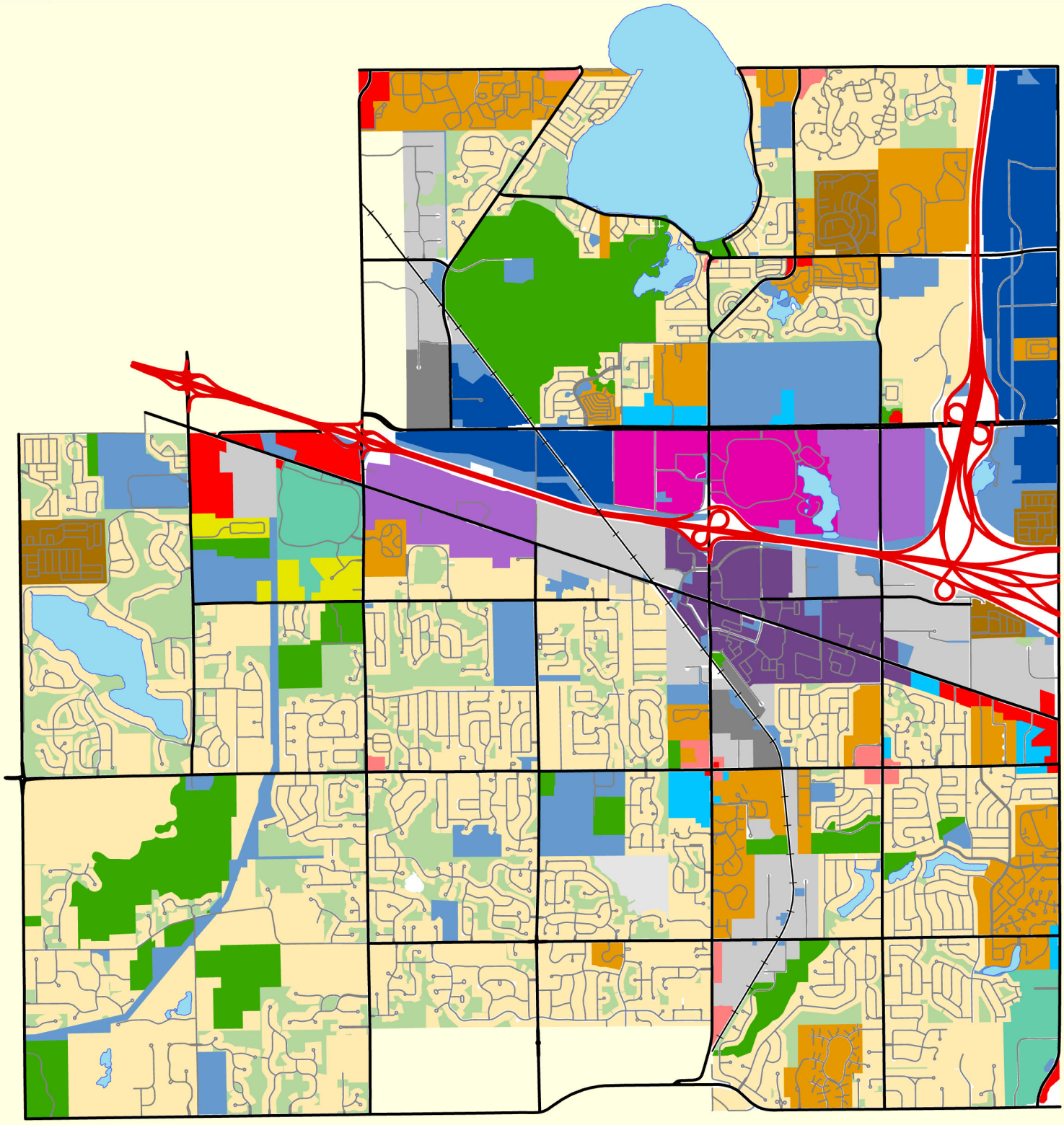
This attachment contains the amendments to the Future Land Use Map. As noted in the maps, this is meant to replace the map and all other material found on page 104 of the 2025 Master Plan. Also noted in the map is the following statement:

"The land being reclassified from Public Park to Public/Quasi-Public, as shown in the map, is not required for park purposes by the City."

If adopted by the Planning Commission, this amended map will become a part of the 2025 Master Plan and replace the previously adopted Future Land Use map. Until adoption, these are draft amendments and can be edited by Staff based on review from the Planning Commission and City Council, comment during the Public Hearings, or as a result of the comments received following distribution of the plan to surrounding communities and other entities.

Master Plan Map Amendment - Future Land Use

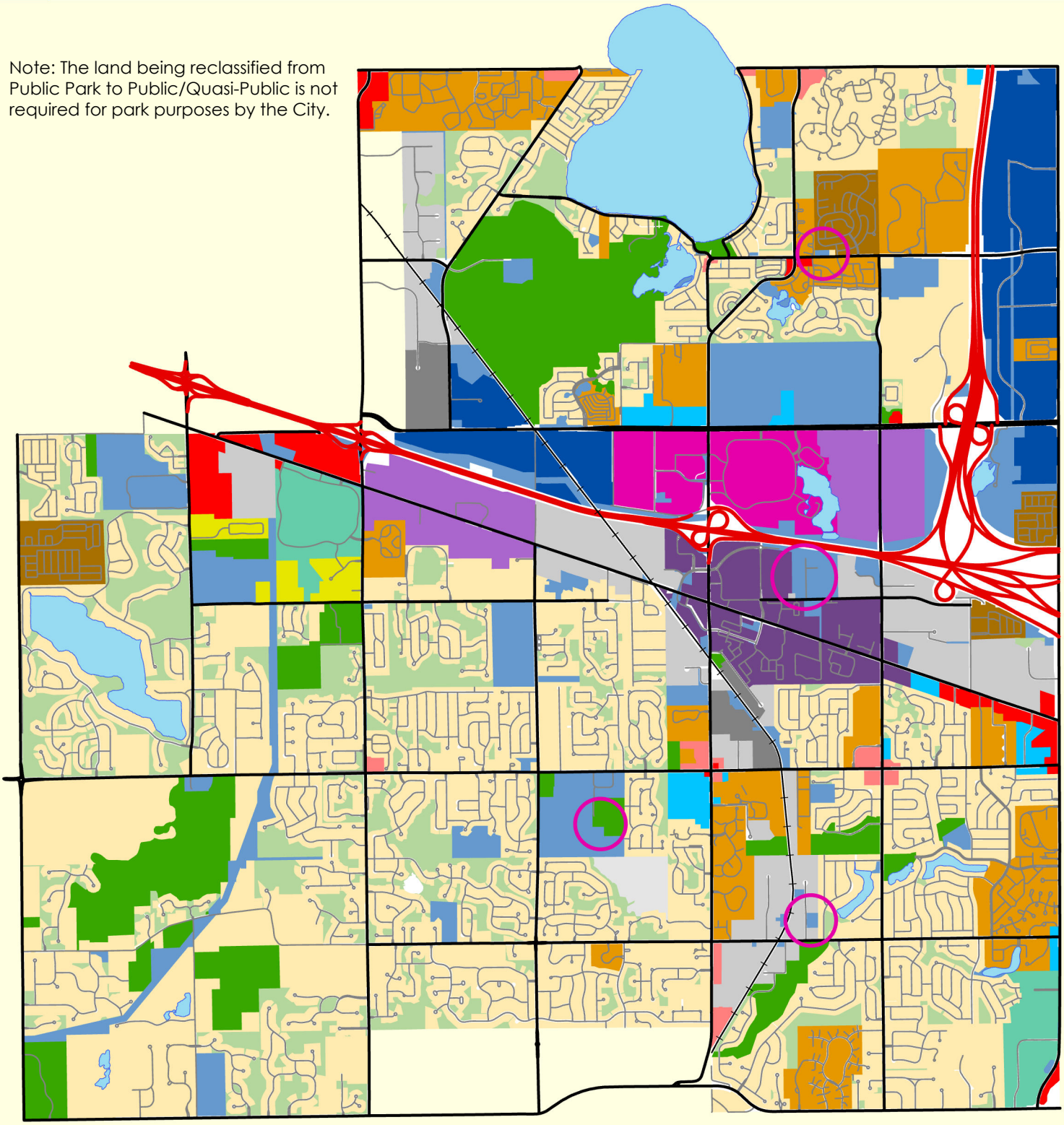
Current



- Commercial Mixed-Use
- Community Commercial
- Community Office
- General Industrial
- General Mixed-Use
- Industrial/Office
- Manufactured Housing
- Multiple Family
- Neighborhood Commercial
- Office, Service, Commercial
- Office, Service, Technology
- Private Park
- Public Park
- Public/Quasi-Public
- Single Family
- Suburban Low-Rise
- Town Center Mixed-Use
- Unassigned

Master Plan Map Amendment - Future Land Use
Proposed

Note: The land being reclassified from Public Park to Public/Quasi-Public is not required for park purposes by the City.



- Commercial Mixed-Use
- Community Commercial
- Community Office
- General Industrial
- General Mixed-Use
- Industrial/Office
- Manufactured Housing
- Multiple Family
- Neighborhood Commercial
- Office, Service, Commercial
- Office, Service, Technology
- Private Park
- Public Park
- Public/Quasi-Public
- Single Family
- Suburban Low-Rise
- Town Center Mixed-Use
- Unassigned

JULY 8th PLANNING COMMISSION RESOLUTION

RESOLUTION

PLANNING COMMISSION RESOLUTION OPENING THE MASTER PLAN REVIEW PROCESS, NOTIFYING ALL REQUIRED ENTITIES TO CONSIDER AMENDING THE 2025 MASTER PLAN FUTURE LAND USE MAP TO RECLASSIFY A PORTION OF ELLA MAE POWER PARK FROM PUBLIC PARK TO PUBLIC/QUASI-PUBLIC, AND OTHER CITY-OWNED PROPERTIES TO PUBLIC/QUASI-PUBLIC

At a regular meeting of the Planning Commission of the City of Novi, Oakland County, Michigan, held on the 8th day of July, 2026

PRESENT: Chair Pehrson, Member Reddi, Member Dismondy, Member Roney, Member Verma

ABSENT: Member Avdoulos, Member Lynch

The following resolution was offered by Member Roney and seconded by Member Dismondy:

WHEREAS, the City of Novi ("City") and Novi Community School District ("District") have prepared a draft Property Exchange Agreement ("Agreement") under which the City will convey to the District a portion of Ella Mae Power Park to accommodate the District's stormwater drainage needs resulting from planned improvements to the District's adjacent High School campus; and

WHEREAS, at the June 22nd City Council meeting an Agreement was presented and approved subject to the approval of final form by the City Manager and City Attorney's Office; and

WHEREAS, the terms of the Agreement include ensuring that the transfer complies with MCL 117.5(e)(the Home Rule Cities Act), which states that land designated as park in an official Master Plan may not be sold; and

WHEREAS, the portion of land proposed to be conveyed to the District is currently designated as Public Park on the 2025 Future Land Use Map; and

WHEREAS, City-owned property at 42000 Thirteen Mile Road is currently designated as Single Family on the 2025 Future Land Use Map; and

WHEREAS, City-owned property at 26125 Lee BeGole Drive is currently designated as Industrial Office on the 2025 Future Land Use Map; and

WHEREAS, City-owned property at 22700 Venture Drive is currently designated as Industrial Office on the 2025 Future Land Use Map; and

WHEREAS, an amendment to the Master Plan, to comply with MCL125.3845 (the Michigan Planning and Enabling Act), must follow the procedures set forth in Sections 39, 41, and 43 of the Act; and

WHEREAS, Section 39 requires sending notices of the amendment to the same entities required for an entire master plan update and requesting comments and cooperation; and

WHEREAS, Section 41 requires submitting the proposed amendment to the legislative body for approval of distribution to the same entities as required by section 39; and

WHEREAS, Section 43 requires a public hearing at the Planning Commission 42 days after the legislative body approves the distribution of the amendment, at which point the Planning Commission can adopt the proposed amendments or adopt them subject to modifications; and

WHEREAS, the Agreement between the City and the District is partially contingent upon the completion of this master plan map reclassification; and

WHEREAS, because City Council has already approved the conveyance of the land, the Planning Commission can condense steps in the amendment process due to the circumstances of the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission hereby authorizes the opening of the Master Plan review process.

BE IT FURTHER RESOLVED that the Planning Commission hereby recommends to the City Council the draft amendments to the 2025 Future Land Use Map and text, as presented as Attachment A, for approval by the City Council for distribution.

BE IT FURTHER RESOLVED that once the draft amendments are approved for distribution by the City Council, the Planning Commission Chairperson hereby authorizes the mailing of a notification of the opening of the Master Plan for Land Use to all required

entities of the start of the process requesting comments before the matter returns for final consideration.

RESOLUTION DECLARED ADOPTED

YEAS: Pehrson, Reddi, Dismondy, Roney, Verma
NAYS:
ABSENT: Avdoulos, Lynch
ABSTENTIONS:

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and complete copy of the resolution adopted by the Planning Commission of the City of Novi, Oakland County, Michigan, at a meeting of the City of Novi Planning Commission held on the 8th day of July, 2026, the original of which is on file in my office.

I further certify that the notice of the meeting was given pursuant to, and in full compliance with, Act No. 267 of the Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed by official signature this _____ day of _____, 2026

_____

Cortney Hanson, City Clerk

CHAIRPERSON'S CERTIFICATION

I hereby certify that the foregoing resolution accurately reflects the action taken by the Planning Commission on this 8th day of July, 2026

Mark A. Pehrson

Mark Pehrson, Chairperson

CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Approval of an ownership transfer of an escrowed 2025 Class C license for Kim's Bap LLC, transferring 50% interest from Kiwan Seo to Junghyang Kim, for the business located at 43155 Main Street, Suite 300, Novi, MI 48375.

SUBMITTING DEPARTMENT: City Clerk

KEY HIGHLIGHTS:

- Kim's Bap LLC was approved for their original transfer liquor license on March 9, 2026 under two ownership members, Kiwan Seo and Junghyang Kim.
- Existing member Junghyang Kim will assume 100% membership interest.
- No other changes to the operation of the business will take place.

BACKGROUND INFORMATION:

Kim Bap LLC was approved to transfer ownership of a liquor license to their restaurant at the March 9, 2026 City Council meeting. Since then, ownership has changed. Member Kiwan Seo is no longer a member of the business, leaving Junghyang Kim with 100% membership interest.

The transfer of existing licenses policy as stated in Chapter 3 of the City Code states, at Section 3-16(b) that transfers that involve the following circumstances may be placed on a City Council agenda for consideration without payment of a fee and without the necessity of furnishing the information required for new licenses:

> (2) The removal of a member of a firm, a stockholder, a member of a general partnership or limited partnership, or association of licensees from a license.

RECOMMENDED ACTION: Approval of ownership transfer of an escrowed 2025 Class C license for Kim's Bap LLC, transferring 50% interest from Kiwan Seo to Junghyang Kim, for the business located at 43155 Main Street, Suite 300, Novi, MI 48375. The business will continue to operate in the City in a manner consistent with City ordinances and in a location that continues to demonstrate a need for this particular type of establishment.

Wednesday, July 15, 2026

Kiwan Seo, Applicant
c/o Kim's BAP LLC.
kims.bap.mi@gmail.com

RID # RQ-2607-08669 **Reference/Transaction:** transfer membership interest by dropping existing member Kiwan Seo; and as a result existing member Junghyang Kim will hold 100% membership interest

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: Kim's BAP LLC.

Business address and phone number: 43155 Main St, Ste 300, Novi, MI 48375

Home address and phone number of partner(s)/subordinates:
Junghyang Kim - 2704 S Supurway Dr, Ann Arbor, MI 48105 - (248) 635-3282

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Southfield District Office (313) 456-1170

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

If this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: Novi City chanson@cityofnovi.org

CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Approval of request for a special land use for service of alcoholic beverages and to transfer ownership of an escrowed 2025 Class C and SDM license from OTB Acquisition LLC to Round One Entertainment Inc. located at 27600 Novi Rd., Suite 201, Novi, MI 48377,

SUBMITTING DEPARTMENT: City Clerk

KEY HIGHLIGHTS:

- Round One Entertainment LLC is opening a state-of-the-art family entertainment center within Twelve Oaks Mall.
- They operate over 150 facilities around the world, with over 50 in the United States.

BACKGROUND INFORMATION:

Round One Entertainment LLC requests to transfer ownership of an escrowed 2025 Class C license to open a new state of the art family entertainment facility at Twelve Oaks Mall. It will provide a full offering of food and drinks and offer bowling, arcade games, billiards, karaoke, ping pong, pickle ball, and darts.

The general licensing policy as stated in Chapter 3 of the City Code states, at Section 3-13, that an applicant must demonstrate in particular that the proposed facility:

a) Will provide a service, product, or function that is not presently available within the city or that would be unique to the city or to an identifiable area within the city.

b) Is of a character that will foster or generate economic development or growth within the city, or an identifiable area of the city, in a manner consistent with the city's policies.

c) Represents an added financial investment on the part of a long-term business or resident with recognized ties to the city and the local community.

More specific review criteria are set forth at subsection 3-15(g), and in addition to the general information regarding the applicant and the facility or building at issue, they require a review of the benefits to the community of the proposed use:

(3) Benefits to community:

a) The effects that the issuance of a license would have upon the economic development of the city or the surrounding area.

b) The effects that the issuance of a license would have on the health, welfare, and safety of the general public.

c) Whether the applicant has demonstrated a public need or convenience for the issuance of the liquor license for the business facility at the location proposed, taking into consideration the following, together with other factors deemed relevant by the council:

1. The total number of licenses for similar establishments and/or operations in the city, considered both in terms of whether such number of similar establishments is needed and whether there may be a need for other types of establishments that could go unmet if the requested license were granted.

2. The proximity of the establishment to other licensed liquor establishments, the type of such establishments, whether such other establishments are similar to that proposed, and the anticipated impact of all such determinations.

3. Whether the proposed location is in an area characterized as developed, redeveloping, or undeveloped, and the anticipated impact of approving the newly proposed establishment in light of such character, taking into consideration the need for any type of additional licensed establishment in the area, and the need the particular type of establishment proposed.

4. The impact of the establishment on city policing and code enforcement activities;

5. The overall benefits of the proposed establishment to the city;

6. The overall detriments of the proposed establishment to the city; and

7. Any other factors that may affect the health, safety, and welfare relative to the need for and/or the convenience of the proposed establishment in the city.

A public hearing was held on July 9, 2026 for consideration of the Special Land Use request for approval for service of alcoholic beverages at the new construction restaurant, Round One, in accordance with section 4.89 of the Novi Zoning Ordinance. The Community Development Department has reviewed the required application and plans and found the documents to be complete. Jan Zozios, Assessor, Charles Boulard, Community Development Director and Jeff Herczeg, Director of Public Works, considered the request in accordance with the standards for review specified in Section 4.89 of the Zoning Ordinance and determined to forward a recommendation to City Council for approval of the Special Land Use.

RECOMMENDED ACTION: Approval of request for a special land request for service of alcoholic beverages and to transfer ownership of an escrowed 2025 Class C and SDM license from OTB Acquisition LLC to Round One Entertainment Inc. located at 27600 Novi Rd., Suite 201, Novi, MI 48377. The business will be operated in the City in a manner consistent with City ordinances and provide unique dining experience to the extent that food service will be provided alongside games and entertainment. Additionally, the location within Twelve Oaks Mall is within an identifiable area within the city that has complementary services available and the new restaurant concept will help foster or generate economic development or growth within Twelve Oaks Mall, in a manner consistent with the city's policies.

J. Patrick Howe
(248) 835-2068
jphowe@jphowe.com

BIRMINGHAM THEATER BUILDING
231 S. Old Woodward Ave., Suite 217
Birmingham, Michigan 48009

April 30, 2026

VIA OVERNIGHT MAIL
Ms. Courtney Hanson
City Clerk
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

Re: **City of Novi Liquor License Application**
Applicant: Round One Entertainment, Inc
Address: 27600 Novi Rd., Suite 201, Novi, Michigan 48377

Dear Hanson,

This firm represents Round One Entertainment, Inc., which is opening a new state of the art family entertainment facility at Twelve Oaks Mall. Round 1 provides a full offering of food and drinks for both traditional dining and special events, and offers bowling, arcade games, billiards, karaoke, ping pong, pickle ball and darts. This will be their second location in Michigan following its Auburn Hills location, which opened in 2018. One component of Round 1's operations is the service of alcoholic beverages. Round 1 is under contract to purchase a Class C liquor license that was formerly held at a restaurant in Novi, and its application to transfer this license to the Round 1 facility is pending approval from the Michigan Liquor Control Commission.

In compliance with the City of Novi Code of Ordinances, we hereby submit the City of Novi Liquor License Application, along with the following items for your review:

1. Check in the amount of $1,210 to cover the application fee;
2. Floor Plan for facility;
3. Sample Menu;
4. Plan of Operation for facility;
5. Ownership Chart for Round One Entertainment, Inc.;
6. Certificate of Authority to Transact Business in Michigan for Round One Entertainment, Inc.; and
7. Certificate of Formation for Round One Entertainment, Inc.

Please process this application at your convenience, and let us know when this application will be considered by the Novi City Council. A representative will be present at that meeting to address any questions or concerns.

We appreciate your assistance with this application, and will await your response.

Very truly yours,

JPHOWE, PLLC

J. Patrick Howe



CITY OF NOVI, MICHIGAN

Liquor License Application

Questionnaires A and B

Questionnaires A and B are to be completed and returned to the Novi City Clerk's Office

Licensing Policy

This article establishes an application and review process for the issuance of both new licenses and the transfer of existing licenses into the city or between or among applicants. The process is intended to ensure that the individuals and entities seeking licenses from, or charged with operating licensed establishments within, the city meet certain minimum requirements as to criminal history, past conduct, and ongoing business operation standards. It requires city council review of application information in light of certain criteria that is established for purposes of identifying the kinds of facilities that qualify for a license. It reserves to the city any and all discretion afforded it under applicable law relating to the issuance of licenses.

As a general matter of policy, applicants for a license will need to demonstrate an identifiable benefit to the city and its inhabitants resulting from the granting of the license. While all of the criteria set forth in this article are relevant to the decision whether to grant a license, an applicant must demonstrate in particular that the proposed facility:

(a) Will provide a service, product, or function that is not presently available within the city or that would be unique to the city or to an identifiable area within the city;

(b) Is of a character that will foster or generate economic development or growth within the city, or an identifiable area of the city, in a manner consistent with the city's policies; or,

(c) Represents an added financial investment on the part of a long-term business or resident with recognized ties to the city and the local community.

The weight to be given to each item of the criteria identified in this article, and the determination whether a particular applicant meets or satisfies those criteria is intended to be within the sole discretion of the city council.

Requirements and Procedures

1. Complete the Michigan Liquor Control Commission Application. Contact M.L.C.C. in Lansing at 517-322-1400 or toll free 1-866-813-0011.

2. Fully complete the **Novi Liquor License Application Questionnaires A and B** and return them to the City of Novi Clerk's Office within 30 days. Complete **Questionnaire C** and return it to the Novi Police Department within 30 days.

3. Please review and include with the applicant's initial **cover letter**, a response to the Novi Alcoholic Liquor Ordinance, Article II, Section 3.14 (a) *Facilities for which new licenses may be granted.*

4. Attach a non-refundable **application fee** of $1,000.00, plus $210.00 for each person with a financial or management interest in the application including, but not limited to, partnership partners, corporate officers and directors. Please make the check payable to the City of Novi.

5. ***Site Plan** (1 copy - signed and sealed by a registered architect/engineer). If the facility is to be located in a proposed building for which site plan approval has not yet been obtained, or in an existing building that is to be remodeled, you must submit a conceptual site plan showing the proposed building and the relationship of the building to the surrounding properties and their uses.

6. ***Building Façade Plan** (1 copy - signed and sealed by a registered architect/engineer) – all sides, including signage. If the proposed building final site plan has been previously approved by the Novi Planning and Community Development Department and there are no changes, then please submit a letter of verification stating there will be no such changes along with this application.

7. ***Interior Plan with seating arrangement** (1 copy - signed and sealed by a registered architect/engineer). If the proposed interior has been previously approved by the City of Novi Building Department and there are no changes, then please submit a letter of verification stating there will be no such changes along with this application.

8. One full copy of the **menu**.

9. **Administrative Special Land Use** (see next page).

10. Provide any other information pertinent to the applicant and operation of the proposed facility that may be required by the Novi Alcoholic Liquor Ordinance, Article II.

*No site plan, building façade plan, interior plan or any part thereof, may be changed by the applicant once they have received approval in conjunction with the liquor licensing process. Applicant must submit separate plans and fees as required by other City of Novi departments and consultants in accordance with standard review procedures, if applicable.

Administrative Special Land Use

In addition to the Liquor License procedures noted above, any new establishment serving alcoholic beverages, and/or any expansion or significant change of site plan for an existing establishment, will need to follow the administrative Special Land Use public hearing process through the Community Development Department. The following must be submitted directly to the Community Development Department when a Liquor License application is submitted.

- **Application for Site Plan and Land Use Approval** form.
- Completed **Service of Alcoholic Beverages Special Land Use Application Checklist,** along with four sets of site plans and narratives as described in the checklist.
- Special Land Use **fees** (and possibly Site Plan review fees) will be assessed to the applicant.

The applicant is asked to contact the Community Development Department Planning Division at (248) 347-0475 to determine exactly what is needed for the Special Land Use application and site plan.

The Special Land Use and public hearing process will be handled by a committee represented by members of the Community Development Department, Public Services, and Assessing Departments for any new liquor license application, or for those applications that request an amendment to a site plan. The results of the special land use consideration and the public hearing process will be forwarded to the City Council for consideration along with the consideration of the Liquor License.

Special Circumstances

Transfers that involve the following circumstances may be placed on a City Council agenda for consideration without payment of a fee and without the necessity of furnishing the information required for new licenses:

(1) The exchange of the assets of a licensed sole proprietorship, licensed general partnership, or licensed limited partnership for all outstanding shares of stock in a corporation in which the sole proprietor, all members of the general partnership, or all members of the limited partnership are the only stockholders of that corporation.

(2) The removal of a member of a firm, a stockholder, a member of a general partnership or limited partnership, or association of licensees from a license.

(3) The occurrence of any of the following events:

(a) A corporate stock split of a licensed corporation.

(b) The issuance to an existing stockholder of a licensed corporation of previously unissued stock as compensation for services performed.

(c) The redemption by a licensed corporation of its own stock.

(d) A corporate public offering.

Questionnaire A – Applicant Cover Information and Procedures for Liquor License

The Novi City Council will consider whether an applicant's proposal for a liquor license is reasonable when measured against the information contained within this completed application. Please answer each question thoroughly. All answers should be typed or printed legibly and neatly in black ink. If the space provided is insufficient for a complete answer, use additional sheets of paper, following the same format used in the questionnaire and attach to that part of the application. Failure to provide all required information or attachments could result in delay or denial of liquor license. All liquor license applications are subject to final approval by the Novi City Council. Please refer to Novi Alcoholic Liquor Ordinance, Articles I-II.

1(a). Name, address and phone number of applicant:
Round One Entertainment, Inc.

12900 Park Plaza Dr. #200

Cerritos, CA 90703

Phone #: (714) 631-4537

1(b). Name, address and phone number of business:
27600 Novi Rd., Suite 201

Novi, MI 48377

Phone #: TBD

DBA: Round1 Bowling & Arcade

NOTE: If the applicant is a partnership, you must include the name and address of each partner and attach a copy of the partnership agreement. If the applicant is a privately held corporation, you must include the name and address of each corporate officer, member of the board of directors and/or stockholders. Attach a copy of the articles of incorporation.

2. Type of liquor license applying for (circle all those that apply):

[X] Class C [ ] Resort [ ] Tavern [ ] Club [ ] Hotel A B [ ] Quota [X] Transfer [ ] Microbrewery/Brewpub

Theme of Proposed Business:

Round One entertainment facility featuring bowling, arcade, billiards, karaoke, and full service restaurant with service of beer, wine and spirits.

3. Street address and legal description of the property where liquor license is to be located:

26700 Novi Rd., Suite 201, Novi, Michigan 48377; Parcel Number: 50-22-14-100-042

T1N, R8E, SEC 14 TWELVE OAKS NO 1 LOT 13 EXC BEG AT NW LOT COR, TH N 89-12-00 E 68.47 FT, TH ALG CURVE TO LEFT, RAD 45 FT, CHORD BEARS S 08-15-35 W 14.17 FT, DIST OF 14.23 FT, TH S 00-48-00 E 16 FT, TH S 89-12-00 W 64 FT, TH N 00-48-00 W 16 FT, TH ALG CURVE TO LEFT, RAD 45 FT, CHORD BEARS N 09-51-47 W 14.18 FT, DIST OF 14.24 FT TO BEG

Questionnaire B – Administrative Background Information for Liquor License

The Novi City Council will consider whether an applicant's proposal for a liquor license is reasonable when measured against the information contained within this completed application. Please answer each question thoroughly. All answers should be typed or printed legibly and neatly in black ink. If the space provided is insufficient for a complete answer, use additional sheets of paper, following the same format used in the questionnaire and attach to that part of the application. Failure to provide all required information or attachments could result in delay or denial of liquor license. All liquor license applications are subject to final approval by the Novi City Council.

1. What is the applicant's management experience in the alcohol/liquor business?

Round One operates over 150 entertainment facilities around the world with over 50 located within the United States. They opened their first Michigan location in Auburn Hills in 2018. They are experts in the operation of family entertainment centers, and are very experienced in the sale and service of alcoholic beverages.

2. What is the applicant's general business management experience?

Round One is very experienced in the management of family entertainment centers, and has extensive management training programs for their associates.

3. What is the applicant's general business reputation?

Round One has an excellent reputation and operating record. They have only had one (1) MLCC violation at their Auburn Hills facility since opening in 2018. This was an isolated incident and is not representative of their excellent day to day operations.

4. What is the applicant's financial status and ability to build and/or operate the proposed facility on which the proposed liquor license is to be located?

Round One Entertainment, Inc. is a subsidiary of Round One Corporation, which is a publicly traded company on the Tokyo stock exchange.

5. What are the applicant's past criminal convictions involving moral turpitude, violence or alcoholic liquors?

N/A - subsidiary of publicly traded corporation.

6. Does the applicant use alcoholic beverages to excess?

N/A - subsidiary of publicly traded corporation.

7. What is the effect that the issuance of a license would have upon the economic development of the surrounding area?

Round One will be an economic driver in the Twelve Oaks Mall District, and will attract guests from all over the metropolitan region. Surrounding businesses will benefit from the activity generated by this new business.

8. What effect would the issuance of a license have on the health, welfare and safety of the general public?

Round One is an excellent operator, and this new business will not have a negative effect on the health, safety and welfare of the residents and businesses in the surrounding area.

9. Has the applicant received responses from the Police Department, Building Department and/or Fire Department with regard to the proposed facility?

Construction and inspections are underway. Round One will comply with all City code and zoning requirements.

10. What is the public need or convenience for issuance of a liquor license for this facility at the proposed location?

The subject liquor license is being transferred from another business that closed in Novi, resulting in no increase in the number on-premise liquor licenses in the City of Novi.

11. What is the uniqueness of the proposed facility when contrasted against other existing or proposed facilities and the compatibility of the proposed facility to surrounding architecture and land use?

Round One offers a unique family entertainment experience that does not currently exist in the City of Novi or surrounding area.

12. Does the facility to which the proposed liquor license is to be issued comply with the applicable building, plumbing, electrical and fire prevention codes and zoning statutes and ordinances applicable to the City of Novi? Has applicant received information from the appropriate departments?

Construction of the facility is underway. The facility will meet all City code and zoning ordiance requirements.

13. What effect will the facility to which the proposed liquor license is to be issued have upon vehicular and pedestrian traffic in the area?

There is sufficient parking, sidewalks, and vehicular access points to the business, and we do not expect the business to have a negative effect of vehicular or pedestrian traffic in the area.

14. What is the proximity of the proposed business facility to other similarly situated licensed liquor facilities?

There are nearby restaurants with liquor licenses in the area, but there are no nearby family friendly entertainment businesses that are similarly situated to Round One Entertainment.

15. What is the proximity of the proposed facility to complimentary uses such as office and commercial development?

The subject area has various office and commercial uses nearby, all of which will benefit from having this new family entertainment facility in the area.

16. What effect would the proposed facility have upon the surrounding neighborhood and/or business establishments, including impacts upon residential areas, church and school districts?

We do not anticipate that the busienss will have any impact on residential areas, churches or schools. The business is located within Twelve Oaks Mall, which is a well established mixed use facility.

17. What proposed or actual commitments are being made by the applicant to establish permanency in the community?

Round One and its landlord are making a significant financial investment to open this business in the City, and Round One has signed a long term lease with the landlord.

18. What utilities are available to serve the facility?

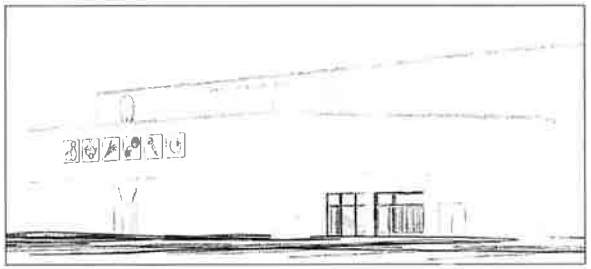
All required utilities area available at the site.

19. What other factors should the Novi City Council consider?

Round One will be a great long term entertainment destination in the City for many years to come, and is an industry leader in the responsible sale and service of alcoholic beverages.

ROUND1 - TWELVE OAKS MALL

TENANT IMPROVEMENT



27600 NOVI RD STE, 201 NOVI, MI 48377

PARCEL ID # 50-22-14-100-042

PROJECT DIRECTORY

PROJECT ADDRESS

2405068GR
STE. 201
NOVI, MI 48377

ARCHITECT

PARADIGM DESIGN
[illegible]
[illegible]

PHONE: [illegible]
CONTACT: [illegible]
EMAIL: [illegible]

AV CONSULTANT

[illegible]
[illegible]
[illegible]

PHONE: [illegible]
CONTACT: [illegible]
EMAIL: [illegible]

CLIENT

ROUND1
3070 SATURN ST
STE. 200
BREA, CA 92821

PHONE: 714-441-4500
CONTACT: STEPHEN HOWARD
EMAIL: HR@JCHRGROUP.USA.COM

STRUCTURAL ENGINEER

SDH ENGINEERING
[illegible]
[illegible]

PHONE: 425-453-4744
CONTACT: STEPHEN HOWARD, P.E.
EMAIL: STEPHEN@HOWARDENGINEERING.COM

FOOD SERVICE CONSULTANT

SLD
[illegible]
[illegible]

PHONE: 714-441-4744
CONTACT: [illegible]
EMAIL: [illegible]

MECH/ELEC/PLUMB ENG.

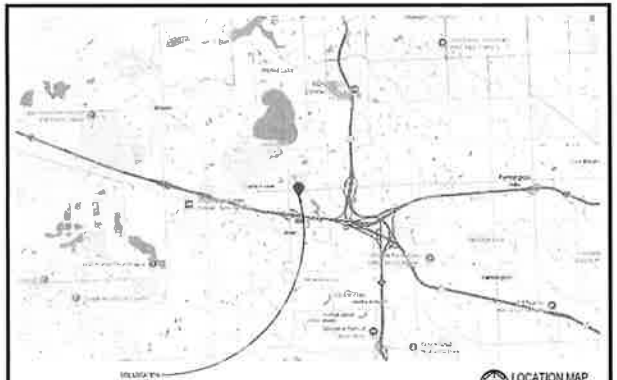
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[illegible]

PHONE: 313-647-1777
CONTACT: PHILIP JACOBS, P.E.
EMAIL: [illegible]

SIGNAGE CONSULTANT

[illegible]
[illegible]
[illegible]

PHONE: [illegible]
CONTACT: [illegible]
EMAIL: [illegible]



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PARADIGM DESIGN
ARCHITECTS | ENGINEERS

[illegible]

STATE OF MICHIGAN
JOSEPH GRECO
License No. [illegible]
PROFESSIONAL ENGINEER

PROJECT
ROUND1 - TWELVE OAKS MALL

TENANT IMPROVEMENT

27600 NOVI RD
STE. 201
NOVI, MI 48377

CLIENT
ROUND1

3070 SATURN ST
STE. 200
BREA, CA 92821

RELEASE DATE

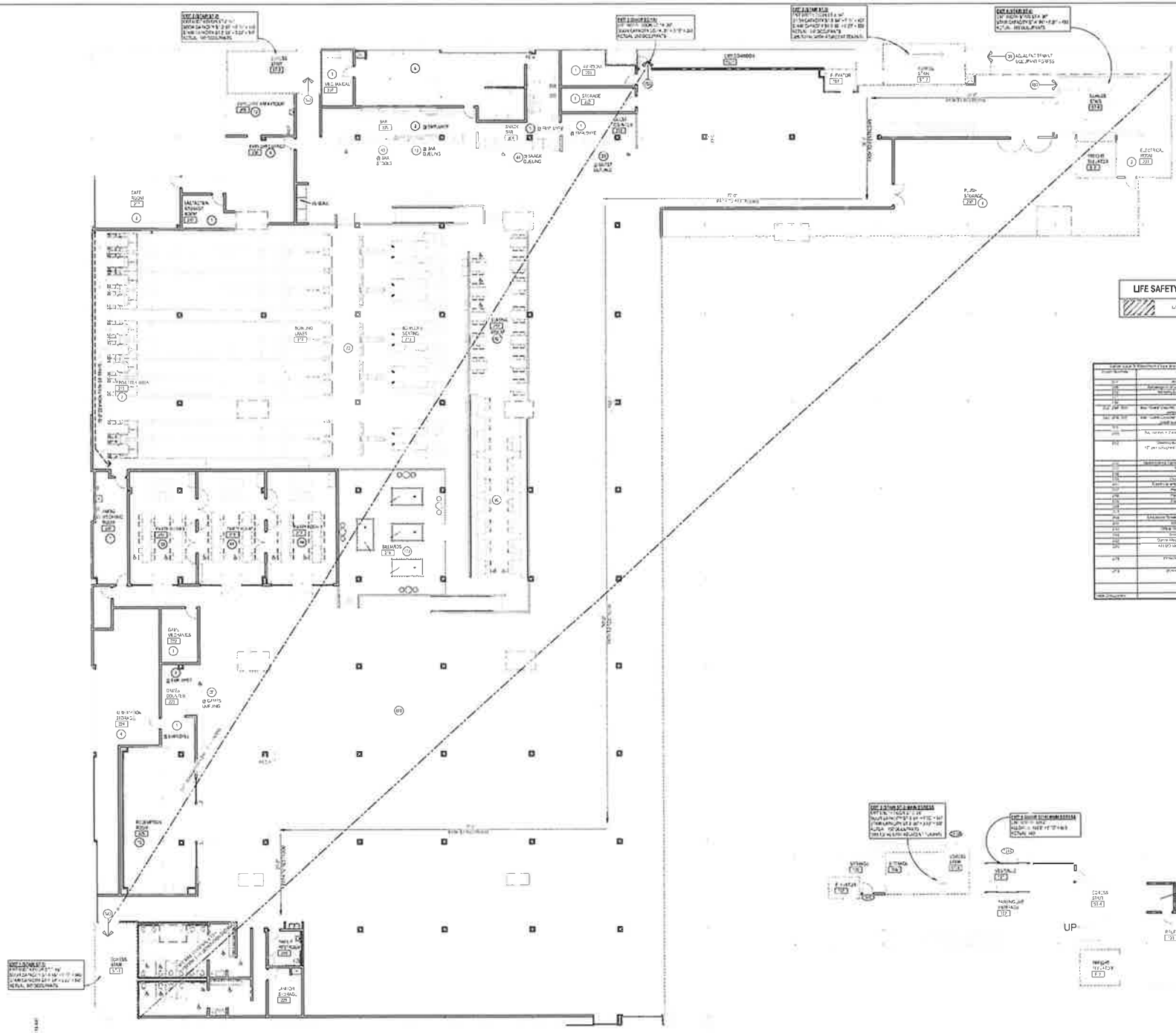
	DATE	DESCRIPTION
1	12-19-25	PERMIT SUBMITTAL
2	01-30-26	REVIEW COMMENTS
3	02-13-26	BID

PROJECT
2405068GR

SHEET
COVER SHEET

G-001

CITY PROJECT # JF25-14



SECOND FLOOR EGRESS PLAN

FIRST FLOOR EGRESS PLAN

FIRE EXTINGUISHER LEGEND AND NOTES

SYMBOL	DESCRIPTION
	FIRE EXTINGUISHER CABINET, LOCATION AND CAPACITY AS INDICATED
	10 LB RATED FIRE EXTINGUISHER ON WALL HOOK, MOUNTED AT 48" MAX TO TOP OF UNIT
	FIRE EXTINGUISHER RECESSMENT

NOTES:
1. CONTRACTOR TO VERIFY FINAL TYPES, SIZES AND LOCATIONS OF FIRE EXTINGUISHERS WITH LOCAL FIRE AUTHORITY.
2. PROVIDE FIRE EXTINGUISHERS AND MOUNTING BRACKETS AS SHOWN.
3. CONTRACTOR TO INSTALL ALL FIRE EXTINGUISHERS ALL MOUNTED AT 48" MAX TO TOP OF UNIT.
4. REFER TO FLOOR PLAN FOR FIRE EXTINGUISHER LOCATIONS.

KEY NOTE

NOTE

LIFE SAFETY LEGEND

WALL TYPE - FIRE RATING LEGEND

	1 HOUR FIRE BARRIER
	2 HOUR FIRE BARRIER

PARADIGM DESIGN
ARCHITECTS | ENGINEERS

PROJECT

ROUND1 - TWELVE OAKS MALL

TENANT IMPROVEMENT

27600 NOVI RD
STE. 207
NOVI, MI 48377

CLIENT

ROUND1

3370 SATURN ST
STE 200
BREA, CA 92821

RELEASE DATE

DATE	DESCRIPTION
12-12-24	PERMITS
01-13-25	REVISED COMMENTS
02-12-25	BOD

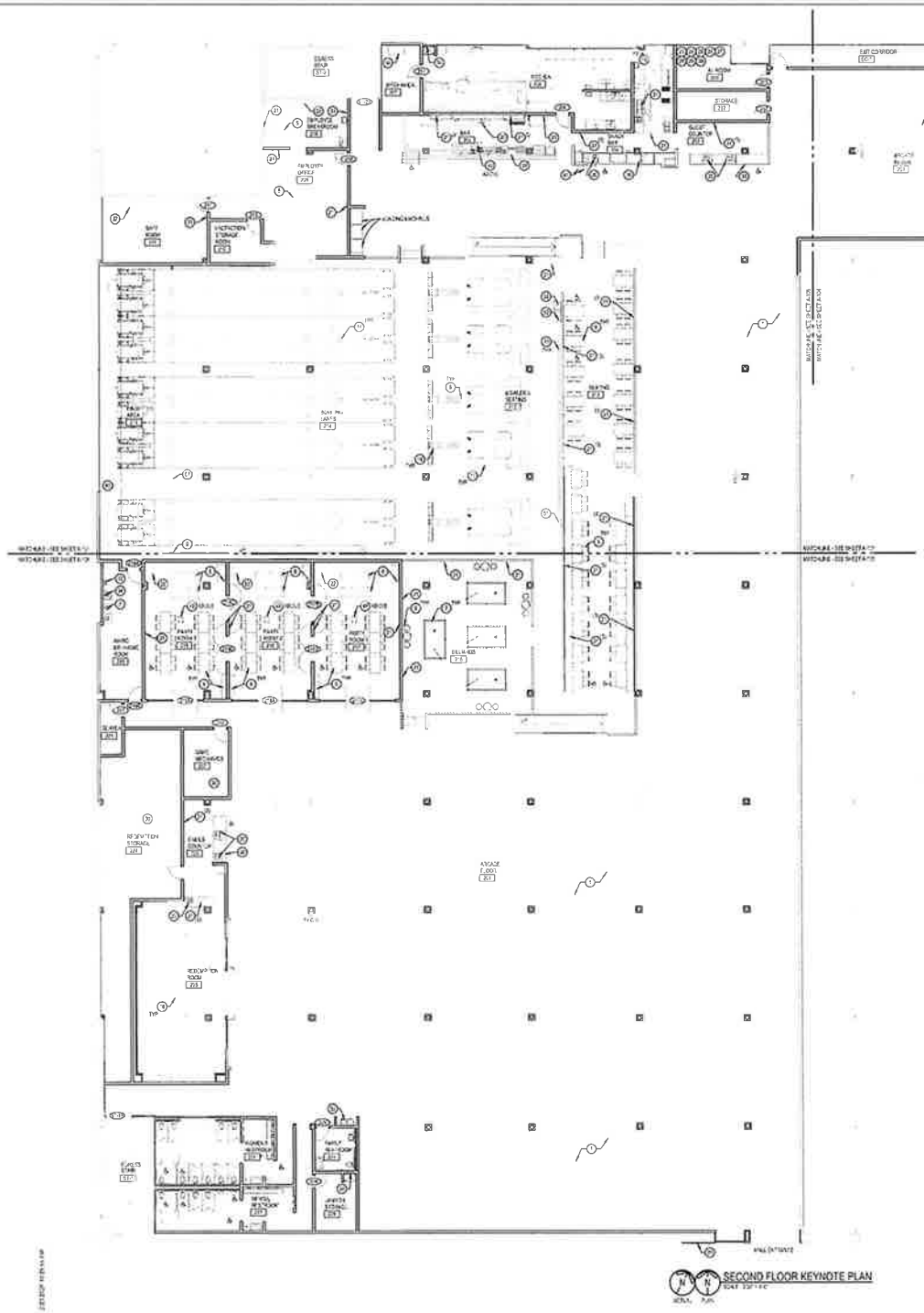
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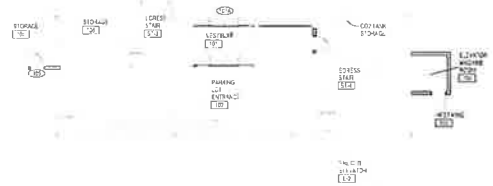
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EGRESS PLANS

G-101



SECOND FLOOR KEYNOTE PLAN



FIRST FLOOR KEYNOTE PLAN

KEYNOTE LEGEND

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FLOOR PLAN LEGEND

EXISTING SCOPE

KEY PLAN

PARADIGM DESIGN
ARCHITECTS | ENGINEERS
Grand Rapids | Phoenix
www.paradigm.com

JOSEPH GRECO
LICENSED ARCHITECT

PROJECT

ROUND1 - TWELVE OAKS MALL

TENANT IMPROVEMENT

27600 NOVI RD
STE. 201
NOVI, MI 48377

CLIENT

ROUND1

3070 SATURN ST.
STE. 200
BREA, CA 92821

RELEASE DATE

DATE	DESCRIPTION

PROJECT

240506BGR

SHEET

KEYNOTE PLANS

A-101

Sample Menu

Ramen

- **Shoyu Tonkotsu** – **$11.49** (485 cal)
  - Rich Soy Flavored Pork Broth
- **Shio Tonkotsu** – **$11.49** (485 cal)
  - Rich Salt Flavored Pork Broth
- **Miso** – **$11.49** (485 cal)
  - Creamy Miso Broth

⭐ **MAKE IT A COMBO!** ⭐ **+$7.00** (747-1224 cal) - Includes 4 pc Gyoza + Calpico

- **Bao**
  - Juicy Pork (Plant-Based): **$3.99** (220 cal)
  - Sweet Red Beans (Plant-Based): **$3.99** (238 cal)
- **Edamame**
  - Regular: **$3.99** (121-242 cal)
  - Chili Garlic: **$3.99** (128-256 cal)
  - Large **+$3.00**

Bowl

- **Teriyaki Chicken** – **$10.49** (558 cal)
- **Chashu** – **$10.49** (595 cal)
- **Karaage** – **$10.49** (950 cal)

⭐ **MAKE IT A COMBO!** ⭐ **+$7.00** (747-1224 cal) Includes 4 pc Gyoza + Calpico

BOWLING & ARCADE ROUND1

Sample Menu

Popular Bites

- **Takoyaki (Regular)**
  - 8 pcs: **$9.99** (367 cal)
  - 16 pcs: **$18.99** (734 cal)
  - *Topping Cheese* **+$1.00** (+180 cal)
- **Takoyaki (Negipon)**
  - 8 pcs: **$10.99** (422 cal)
  - 16 pcs: **$19.99** (608 cal)
- **Chicken Karaage**
  - 8 oz: **$9.99** (569 cal)
  - 16 oz: **$18.99** (1138 cal)
- **Gyoza**
  - 8 pcs: **$9.99** (398 cal)
  - 16 pcs: **$18.99** (796 cal)

Burgers

- **Cheeseburger**
  - Double: **$9.49** (940 cal)
  - Single: **$7.49** (550 cal)
- **Japanese Teriyaki Burger (New)**
  - Double: **$9.99** (840 cal)
  - Single: **$7.99** (558 cal)
- **Hawaiian Teriyaki Burger (New)**
  - Double: **$10.49** (876 cal)
  - Single: **$8.49** (586 cal)
- **Chicken Sandwich** – **$7.99** (450 cal)
- **Spicy Buffalo Sandwich** – **$7.99** (480 cal)

BOWLING & ARCADE ROUND1

Sample Menu

Pizza

- **Meat Lovers (16")** – **$30.99** (1720 cal)
- **Hawaiian (16")** – **$27.99** (1606 cal)
- **Cheese (16")** – **$23.99** (1550 cal)

- **Single Slice** – **$4.19** (370 cal)
- **Double Slice** – **$7.49** (740 cal)

Additional Toppings

- **Large: +$2.50** per topping
- **Slice: +$0.50** per topping (5-115 cal)
  - Extra Cheese
  - Pepperoni
  - Chicken
  - Sausage
  - Ham
  - Tomatoes
  - Pineapple
  - Black Olives
  - Onions
  - Jalapeños

★ **MAKE IT A COMBO!** ★ – **Fries + Drink**

- **Medium: +$6.00** (740-900 cal)
- **Large: +$7.00** (740-900 cal)

BOWLING & ARCADE ROUND1

Sample Menu

Fries

- **Shake It Fries**
  - Medium: **5.49** (288-487 cal)
  - Large: **$6.49** (487-747 cal)
- **French Fries**
  - Medium: **$4.99** (485-660 cal)
  - Large: **$5.99** (660-880 cal)
  - *Topping Cheese* **+$1.00** (+180 cal)
- **Tater Tots**
  - Medium: **$4.99** (403-680 cal)
  - Large: **$5.99** (680-880 cal)
- **Hot Cheetos Loaded Fries** (New)
  - Medium: **$9.99** (865 cal)
  - Large: **$10.99** (1025 cal)
- **Hot Cheetos Loaded Tots** (New)
  - Medium: **$9.99** (994 cal)
  - Large: **$10.99** (1226 cal)

Appetizers

- **Mozzarella Sticks**
  - 8 pc: **$10.99** (1525 cal)
  - 8 pc + Tots: **$14.99** (1979 cal)
- **Pizza Sticks** (Pizza Topped Mozzarella Sticks) – **$12.99** (1842 cal)
- **Jalapeño Cheddar Poppers** – **$10.49** (499 cal)
- **Otsumami Plate** – **$10.49** (480 cal)
  Includes: Edamame, Fries, 4pc Gyoza
- **Nachos** – **$6.99** (640 cal)
- **Nacho Supreme** – **$8.99** (900 cal)
- **Green Salad** – **$6.49** (45-220 cal)

BOWLING & ARCADE ROUND1

Sample Menu

Group Meals

- **Japanese Party Plate** – **$44.99** (2000 cal)
  Includes: 16pc Takoyaki, 12oz Karaage, 8pc Gyoza, Edamame
- **Party Plate** – **$49.49** (5408-5608 cal)
  Includes: Large Pizza, 12pc Wings, Large Tater Tots
- **Wings Platter** (18pc Wings) – **$30.49** (2652-2962 cal)
  (Flavors: Plain, Lemon Pepper, Buffalo, BBQ)
- **Potato Platter** – **$21.99** (1209-1340 cal)
  2 Large Fries, 2 Large Tater Tots, 2 Dips, 2 Seasonings

Wings & Tenders

- **Chicken Tenders (4pc)** – **$10.99** (740 cal)
- **Chicken Tender Basket** – **$14.99** (1059 cal)
  4pc Chicken Tenders + Medium Fries
- **Chicken Wings** – **$11.49** 6pc (864-984 cal) / **$20.99** 12pc (1768-1968 cal)
  Flavors: Plain, Lemon Pepper, Buffalo, BBQ

★ **MAKE IT A COMBO!** ★ – **Fries + Drink**

- Medium: **+$6.00** (740-900 cal)
- Large: **+$7.00** (740-900 cal)

99¢ Deal

- **Chocolate Chip Cookie** – **$0.99** (130 cal)
- **Ice Cream** – **$0.99** (130-600 cal)

BOWLING & ARCADE ROUND1

Sample Menu

Sweets

- **Chocolate Sundae** – **$4.99** (630-1530 cal)
- **Ice Cream Sandwich** – **$2.99** (260-730 cal)

Drinks

- **Coca-Cola Beverages** (Free Refills) - **$3.79** (0-420 cal)
- **Soda Pitcher** – **$9.99** (0-1050 cal)
- **Bottled Water** – **$2.99** (0 cal)
- **Red Bull** – **$4.49** (110 cal)
- **ICEE** – **$4.49** (468 cal)
  (Cherry / Blue Raspberry)
- **ICEE Float** – **$5.49** (598-1068 cal)
- **Calpico** – **$4.49** (110-140 cal)
  (Original / Strawberry / Mango / Lychee / White Peach)
- **Ramune** – **$3.99** (80-110 cal)
  (Original / Strawberry / Orange / Grape / Peach / Lychee / Melon)
- **Matcha Latte** – **$4.99** (200 cal)
- **Ito En Oi Ocha** – **$3.99** (5 cal)

PRICE AND MENU AVAILABILITY MAY VARY BY LOCATION

Description of Proposed Use

Round One Entertainment, Inc.
DBA: Round1 Bowling & Arcade
27600 Novi Rd. Suite 201, Novi, MI 48377
Twelve Oaks Mall – 54,000+ square feet, former Sears

Operating Plans

1. **Type of Use**

   Indoor family entertainment center featuring a full-size bowling alley, professional billiards tables, amusement arcade, karaoke, party rooms, dining area offering meals, snacks, and alcoholic beverage bar.

2. **Days and Hours of Operation**

   Sunday-Saturday, 10:00 a.m. to 2:00 a.m.

3. **Staffing Schedule**

   Sunday-Saturday, 9:00 a.m. to 3:00 a.m.

4. **Parking for Customers and Employees**

   Round1 is located within the Twelve Oaks Mall, occupying the former Sears' space. The existing parking lot will have ample parking for both customers and employees.

5. **Designated Smoking Area**

   Site is no smoking.

6. **Type of Entertainment and Duration**

   Round1 offers a variety of activities or "amenities" including a full-size bowling alley, professional billiards tables, private karaoke rooms which double as party rooms, arcade games, claw machines, and a Victory Zone full of prizes. Typically, guests choose to stay for 1 to 3-hours or more while enjoying different areas of the facility.

7. **Food and Alcohol Service**

   Food service at the food and beverage counter will be available from 11:00 a.m. through closing hour. Alcohol service will be available from 12:00 p.m. through closing hour unless otherwise specified by local ordinance.

8. **Closing / "Last Call" Procedures**

Alcohol will be available for purchase only at the bar's point-of-sale from 12 p.m. noon through closing time of 2:00 a.m. Last call for purchases will be at 1:00 a.m., for consumption through closing hour. Announcements are made over the store speakers notifying of curfew enforcement and facility closing hours. Guests are escorted out through the entryway leading out to the parking lot, overseen by the "Door" guards posted at the entryway(s).

Security Procedures

1. **Number and Type of Designated Security Staff**

From Monday to Thursday, there will be at least four (4) security guards on site from 7:00 p.m. to closing time. From Friday to Sunday, there will be at least five (5) security guards on site from 7:00 p.m. to closing time.

2. **Training / Certification of Staff**

The Applicant will hire third-party security guards who will all be licensed, bonded, and insured. They'll each have their Guard Card certifications. Services will be conducted according to post orders provided by Round1's Director of Loss Prevention.

All employees involved in the sale, service, handling, and/or supervision of alcoholic beverages will be required to complete mandatory service training for certifications through ServSafe, E-Tips or as required by state law. Similarly, staff handling food and/or non-alcoholic beverages will also be required to complete training for safe food handling.

3. **Specific Duties / Responsibilities of Staff**

Round1 will employ approximately 70 new-hire employees, including but not limited to the following positions:

- Amusement Area Staff
- Bowling Area Staff
- Facilities Area Staff (cleaning and mech)
- Management Team

There will also be customer service staff that will be assisting with transactions at the counter, guest services, cooking food, cleaning, and maintenance of facility.

There will typically be three (3) shifts per day: opening, midday, and closing shifts. The number of employees per shift will vary from weekday to weekend. Based on other

locations, the Applicant estimates between 10-20 employees during extremely slow times, and around 50 employees per shift during peak hours. The shift hours will start approximately one (1) hour prior to opening, and end approximately one (1) hour after closing.

The Applicant has a Curfew Plan that will ensure the safety of minors. Specifically, announcements are made over the store speakers thirty (30) minutes prior to 10:00 p.m. (1st curfew) instructing unaccompanied minors under eighteen (18) years of age that they must leave the premises. Announcements are also made prior to 12:00 a.m. (2nd curfew) instructing unaccompanied patrons under twenty-one (21) years of age that they must leave the premises.

- At 10:00 p.m., a valid ID is required for all patrons and is verified by "Door" guards at the ID Check Point Post, at the designated entryway(s). Minors under eighteen (18) years of age can only be admitted into Round1 with a guardian who is twenty-five (25) years or older. A maximum of four (4) minors per guardian is enforced. Minors are to remain with their guardian at all times.

- At 12:00 a.m., a valid ID is required for all patrons and is verified by "Door" guards at the ID Check Point Post, at the designated entryway(s). Patrons under twenty-one (21) years of age can only be admitted into Round1 with a guardian who is twenty-five (25) years or older. A maximum of four (4) under-21 patrons per 25+ year old guardian is enforced. Under-21 patrons are to remain with their 25+ guardian at all times.

Round1 staff and "Floor/Float" guards also begin conducting regular walkthroughs of the premises to ensure that no unaccompanied minors under eighteen (18) years or patrons under twenty-one (21) years remain on the premises after 10:00 p.m. and 12:00 a.m., respectively.

4. Entry / Exit / Re-Entry Procedures

Entry and exit to the facility are generally free flowing throughout the facility. Designated curfew times of 10:00 p.m. and 12:00 a.m. are observed daily, and entryways will be monitored and enforced by third-party guards who will verify identification prior to a patron entering and/or re-entering the facility.

5. Crowd Management

The facility will maintain a fully operational, digitally recorded CCTV security system that covers all points of entry/exit, sales of food and beverage, locations of cash/money storage, and overall locations of where alcoholic beverages may be consumed within the property, and where crowds may form a queue. This system can be remotely accessed

and has real-time viewing capabilities from the controlling employee office, largely visible at all times of the day. Staff use radio transceivers to communicate any anticipated formations of crowds, clear any path obstructions, or to control the flow of walking traffic and queues.

Business Plan

1. Business Plam Summary: Target Audience, Theme, Objectives, Goals

The Applicant operates a family entertainment center designed to be enjoyed by individuals of all ages. Its target audience extends beyond children and youth to include young adults, parents, and older generations. Guided by its vision, *"Everyday Fun for Everyone, Everywhere,"* Round1 is committed to delivering high-quality entertainment as part of everyday life. To fulfill this mission, the Applicant emphasizes FUN and focuses on creating a welcoming environment where families, friends, coworkers, and couples can share meaningful and memorable experiences together. By staying true to its core values, Round1 strives to provide a fun, welcoming, and safe environment for both guests and team members.

- **Entertainment**: Round1 is dedicated to bringing smiles to its guests and delivering engaging entertainment for people of all ages. By incorporating both sensory-stimulating games and health-focused activities, Round1 promotes physical activity and exercise through a wide variety of interactive experiences.
- **Sincerity**: All staff working at the Applicant's facilities are Round1 employees who embody the company vision, and work diligently to maintain a positive, respectful, and safe environment for all guests and team members. (The only exception is third-party security personnel, who are engaged to further enhance in-house safety and security.)
- **Passion**: Round1 demonstrates strong enthusiasm and commitment by embracing innovation, pursuing new technologies and activities, and continually creating exciting and enjoyable experiences.

The proposed project will enhance the built environment and provide a service that is beneficial to the community by improving an existing space within the existing shopping center.

CITY OF NOVI
cityofnovi.org

Receipt: 15283 05/01/26

Page

The sum of: **$1,210.00**

ROUND ONE ENTERTAINMENT INC

3070 SATURN ST., STE 200
BREA CA 92821

LIQUOR	**APPLICATION W/ 1 APPLICANT**		**1,210.00**
		Total	**1,210.00**
	TENDERED:	**CHECKS** 17756	**1,210.00**

Signed: _____

MEMORANDUM

TO: CORTNEY HANSON, CITY CLERK

FROM: ERICK W. ZINSER
DIRECTOR OF PUBLIC SAFETY/CHIEF OF POLICE

INITIATED BY: MICHAEL BENDER, DETECTIVE MB

SUBJECT: CLASS C LIQUOR LICENSE TRANSFER APPLICATION, ROUND ONE ENTERTAINMENT, INC

DATE: MAY 4, 2026

Liquor License Request:

Round One Entertainment, Inc. is opening a new state of the art family entertainment facility at Twelve Oaks Mall. Round One Entertainment provides a full offering of food and drinks for both traditional dining and special events. Round One Entertainment also offers bowling, arcade games, billiards, karaoke, ping pong, pickle ball, and darts. One component of Round One Entertainment's operations is the service of alcoholic beverages. Round One Entertainment is under contract to purchase a Class C liquor license that was formerly held at a restaurant in Novi, and its application to transfer this license to the Round One Entertainment facility is pending approval from the MLCC.

Applicant/Background Information:

Round One operates over 150 entertainment facilities around the world with over 50 located within the United States. They opened their first Michigan location in Auburn Hills in 2018. They are experts in the operating of family entertainment centers, and are very experienced in the sale and service of alcoholic beverages.

Michigan Liquor Control Commission

A check with the MLCC revealed (1) violation on 12/08/23 for "Sold or furnished alcoholic liquor to minor Decoy". No other violations were found.

Oakland County Treasurer's Office

Contact was made with the Oakland Cunty Treasure's Office who advised that there are no outstanding property taxes for this property.

Financial Review:

Due to the applicant being a Subsidiary of Publicly Traded Company, no financial information was provided in the application provided, therefore could not be reviewed.

Summary:

Based on the information provided and the subsequent liquor investigation, I find no reason to deny the applicant's request. This request requires the approval of the Novi City Council.

C: Victor Cardenas, City Manager

May 1, 2026

CITY COUNCIL

Mayor
Justin Fischer

Mayor Pro Tem
Laura Marie Casey

Dave Staudt

Brian Smith

Matt Heintz

Priya Gurumurthy

Aaron Martinez

City Manager
Victor Cardenas

Director of Public Safety
Chief of Police
Erick W. Zinser

Fire Chief
John B. Martin

Assistant Chief of Police
Scott R. Baetens

Assistant Fire Chief
Todd Seog

TO: Cortney Hanson, City Clerk
Melissa Morris, Deputy City Clerk

FROM: Andrew Copeland – Fire Marshal

SUBJECT: Liquor Business License –
Round One Entertainment Inc., 27600 Novi Rd Suite 201 (12 Oaks Mall), Novi Mi. 48377

A fire inspection will need to be completed once construction is completed and occupancy has been granted to the business.

The Fire Department does not have any objections to this Liquor License application at this time, pending an approved fire inspection and compliance with the Adopted Fire Prevention Code.

Sincerely,

Andrew Copeland – Fire Marshal
City of Novi Fire Department

cc. file

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

cityofnovi.org

MEMORANDUM

TO: Melissa Morris, Deputy City Clerk

FROM: Alan Hall, Deputy Director of Community Development ASH

SUBJECT: ROUND1 BOWLING AND ARCADE LIQUOR LICENSE

DATE: 07/17/26

The property located at **27600 NOVI RD 201** with the business name of Round1 Bowling and Arcade has received Special Land Use permit PSLU26-0003 for the purpose of:

- ☐ Auctions
- ☒ Liquor license – Round1 Bowling and Arcade
- ☐ Arcade license
- ☐ Massage license
- ☐ Outdoor gathering
- ☐ Outdoor seating
- ☐ Other: _____

From a building and safety standpoint, the Building Division does not object to the proposed license. Should you have any further questions with regards to this matter please feel free to contact me at (248) 347-0417.

A public hearing was held on July 9, 2026, at 10:00 a.m. in the Novi Civic Center for consideration of the Special Land Use (SLU) request for approval for service of alcoholic beverages at Round1 Bowling and Arcade, in accordance with section 4.89 of the Novi Zoning Ordinance. The Community Development Department has reviewed the required application and plans and found the documents to be complete. Jan Zozios, Assessor, Charles Boulard, Community Development Director and Jeff Herczeg, Director of Public Works, considered the request in accordance with the standards for review specified in Section 4.89 of the Zoning Ordinance and determined to forward a recommendation to City Council for approval of the Special Land Use.

MINUTES
SPECIAL LAND USE HEARING
CITY OF NOVI
July 9, 2026, 10:00 AM
Mayor's Conference Room | Novi Civic Center
45175 Ten Mile Road

Present: Charles Boulard, Director of Community Development; Jeff Herczeg, Director of Public Works; Jan Ziozios, Assessor; Nina Schaffrath, Recording Secretary; Matthew Strong, Round1 Representative; Patrick Howe, Round 1Attourney (Via Phone); Dorothy Duchesneau, Member of the public

Applicant: Round1 Entertainment (Round1 Bowling and Arcade)

Hearing called to order at 10:02 A.M.

Correspondence Received: None

Public Participation:
None – Mrs. Duchesneau stated she was just there to listen

1. PSLU26-0003 – 27600 Novi Road – Parcel Number: 50-22-14-100-042

The applicant, **Round1 Bowling and Arcade** are requesting Special Land Use approval at **27600 Novi Road** parcel number **50-22-14-100-042**. The applicant is requesting approval to use a portion of the parcel for service of alcoholic beverages in accordance with Section 4.89 of the Zoning Ordinance.

Round1 Bowling and Arcade (Round1 Entertainment is asking for Special Land Use approval for the service of alcoholic beverages. Mathew Strong explained Round1 has been in the country since 2010, first location was in California, they have just opened their 60th store. He stated that it is a family entertainment concept, they have bowling, karaoke, billiards, Ping-Pong, party rooms, and some locations have a sport entertainment area. Mr. Strong stated that the focus is on family, but that when adults come in, they typically want to drink, alcohol is the side concept, not the main concept. He stated that food is mostly a snack bar, but the main focus is the massive arcade room. He stated it is what they are most known for, and that they have a following that come from all over to use their facilities for tournaments and different activities. Mr. Strong states that Round1 is a concept like Dave and Busters but better and more expanded. He stated that they have around 300 machines per location, plus cranes. Charles Boulard asked what their main demographic is. Mr. Strong replied that the demographic does have a range, but the main focus is families, with young kids to teenagers, and adults into their 40's and 50's. Mr. Boulard asked how their team members are trained in terms of liquor and bottle service. Mr. Strong stated every location has whatever the State's certification is, and any state that doesn't have their own training body they use their private training service. Mr. Boulard confirmed that includes ServSafe. Mr. Strong confirmed ServSafe certification and all others that are required by the State of Michigan. Mr. Boulard asked if the team and management are not only trained in alcohol service but also crowd control. Mr. Strong stated that Round1 has a third-party security for crowd control but that, yes, management is trained in how to handle disruptive situations. He stated that he expects this location to be very busy for the first 36 months but then to taper off. Patrick Howe asked Mr. Strong if he would walk everyone through what a typical Friday night would look like and the safety measures Round1 takes to ensure there is no underage drinking or overserving. Mr. Strong agreed and stated that on a typical busy night, security typically starts around 7 PM and there is a curfew of 10 PM, which is 18 and older so anyone under that age would be

required to be accompanied by an adult who is over 25 years of age, they do not need to be a guardian but an adult that is actively with the minors. He stated there is 1 guardian/ adult per every four minors. He stated at midnight it becomes 21 and older but that same rules apply, if there is anyone under the age of 21, they must be accompanied by someone who is 25 or older. Mr. Strong stated that at 10 PM and Midnight security would be walking around and checking IDs to ensure that no one underage remains past curfew. Additionally, they card everyone at the door and if the location requires it, they have metal detectors or off duty Police Officers, he is unsure if that would be needed at the Twelve Oaks location. Mr. Strong stated that at the bar they check all ID's, if someone is over 21, they will receive a wristband so that security and bar staff can recognize that they are over 21 and are able to consume. He stated that it is one drink per person and that if someone wants to buy a drink for someone else, then that person is required to be there to verify they are over 21 years of age. Mr. Strong stated that they do not have full service so there are no servers walking around, there is staff but not full service. There is one bar and if you want to drink you have to purchase the drink at the bar. Mr. Howe states that the Auburn Hills location has been open ten years and of those ten years there has been one liquor related incident and that Round1 has very thorough training with staff and security and that they are experts in this area. Mr. Howe stated that they are purchasing a liquor license from Novi, and that this is not a new license coming in that would add to the number of licenses in the city. Mr. Howe states that in terms of Special Land Use, Round1 is a destination people will travel to, in addition to shopping and dining at the Twelve Oaks location and promotes the goals of zoning ordinance requirements for special land use. He stated that it provides a unique experience that is not already in the city and it won't be a drain on public resources or the health, safety and welfare of the community. Mr. Boulard asked if there were any questions, Jan Ziozios stated she has none. Jeff Herczeg stated that he has none and given the location, use and infrastructure he does not see it having a negative impact on the surrounding area or traffic. Jeff Herczeg made a motion to recommend approval to City Council for the Special Land Use for a Liquor License for Round1 Bowling and Arcade (Round1 Entertainment) based on information gathered during the public hearing and provided in the application packet and in accordance with section 4.89 - 4-A, 4-B, and 4-C of the City of Novi Zoning Ordinance. Ms. Ziozios agrees and states that the Assessing Department has no objections and seconded the motion. The motion passed 3-0.

IN CASE NO. PSLU26-0003 Motion to recommend approval, because:

1. **The proposed establishment will promote the City's economic development goals and objectives, and will be consistent with the City's master plan and zoning ordinance**
2. **Given the character, location, development trends and other aspects of the area in which the proposed use or change in use is requested, it is demonstrated that the use will provide a service, product, or function that is not presently available with in the City or that would be unique to the City or to an identifiable area within the City and that the addition of the use or proposed change in use will be an asset to the area.**
3. **The use or change in use as constructed and operated by the applicant is compatible with the area in which it will be located, and will not have any appreciable negative secondary effects on the area, such as:**
    a. **Vehicular and pedestrian traffic, particularly during late night or early morning hours, that might disturb the area residents.**
    b. **Noise, odors, or lights that emanate beyond the site's boundaries onto property in the area on which there are residential dwellings.**
    c. **Excessive number of persons gathering outside the establishment.**
    d. **Peak hours of use that add to congestion or other negative effects in the neighborhood.**
    e. **Fighting, brawling, outside urination or other behavior that can accompany intoxication.**

Motion approved 3-0 Voice Vote.

Meeting was adjourned at 10:15 A.M.

CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Approval of CLEMIS Authority Participation Agreement, Main Services Agreement, and Police/Fire Membership Orders.

SUBMITTING DEPARTMENT: Public Safety - Police and Fire Departments

KEY HIGHLIGHTS:

- CLEMIS (formerly a department of Oakland County) is now an independent government authority; the new agreement keeps Novi in the system under the Authority structure.
- Approval preserves current CLEMIS services, software, data sharing, and support for Novi Police and Novi Fire.
- The Participation Agreement incorporates the Main Services Agreement and Interlocal Agreement, giving Novi continued services and a governance participation option.
- Combined quoted annual FY27 cost is $71,589: Police $64,894 and Fire $6,695. There is $0 due now; payment begins October 1, 2026.
- The City Attorney reviewed the agreement package and identified no legal concerns.

FINANCIAL IMPACT

	FY 26/27	FY 27/28*	FY 28/29*	Total*
EXPENDITURE REQUIRED	**$ 71,589**	**$ 75,169**	**$78,927**	**$225,685**
BUDGET				
1. Police – Other Services & Charges (101-301.00-802.500)	$64,894	$68,139	$71,546	$204,579
2. Fire – Other Services & Charges (101-336.00-802.500)	$6,695	$7,030	$7,381	$21,106
APPROPRIATION REQUIRED	**$0**	**$0**	**$0**	**$ 0**
FUND BALANCE IMPACT	**$0**	**$0**	**$0**	**$ 0**
* FY 27/28 and FY 28/29 are shown with a 5% increase per year for planning only; final renewal amounts are subject to future CLEMIS Authority Order Forms and fee schedules.				

BACKGROUND INFORMATION:

For nearly 60 years, CLEMIS operated as part of Oakland County government. Oakland County and CLEMIS member agencies established the CLEMIS Authority as a separate government entity, which requires new agreements with agencies and communities served by CLEMIS. CLEMIS has stated that existing services, software, data sharing, and support remain unchanged during the transition, but agreements must be completed by September 30, 2026, to avoid risk of service interruption. The City of Novi is being asked to approve the Participation Agreement because it provides continued access to CLEMIS services and gives the City a formal option to participate in Authority governance and member input. The MSA governs service terms, data, support, payment, auditing, confidentiality, termination, and related requirements. Each department will execute a separate Order reflecting its specific membership and services. Novi Police and Novi Fire quotes are effective October 1, 2026, with payment beginning at that time for the October 1, 2026 through September 30, 2027 membership term.

RECOMMENDED ACTION: Approval of the Resolution for Participation in the CLEMIS Authority Interlocal Agreement; approval of the City of Novi participation in the CLEMIS Authority; approval of the incorporated Main Services Agreement and Interlocal Agreement; and authorization for the appropriate City officials and department heads to execute the Participation Agreement, Police and Fire Order Forms, and any related documents necessary to continue CLEMIS services.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION FOR PARTICIPATION IN CLEMIS AUTHORITY INTERLOCAL AGREEMENT

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 July 27, 2026, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

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

RECITALS

WHEREAS, the City of Novi, (the "Public Agency"), is a "public agency" as that term is defined under section 2(e) of the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.502(e).

WHEREAS, under section 28 of article 7 of the Michigan Constitution of 1963 and the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512 ("Act 7"), a public agency may exercise jointly with any other public agency any power, privilege, or authority that the public agencies share in common and that each might exercise separately.

WHEREAS, the Public Agency possesses the powers, privileges, and authorities to perform various activities relating to courts and law enforcement management information systems.

WHEREAS, the Public Agency wants to exercise powers, privileges, and authorities jointly with Oakland County, the Charter Township of Bloomfield, the Charter Township of White Lake, and other participating public agencies under an interlocal agreement creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the "CLEMIS Interlocal Agreement") and become a participating public agency under and party to the CLEMIS Interlocal Agreement.

WHEREAS, the Public Agency also wants to use the services of the CLEMIS System operated by the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the "Authority") by entering into a services agreement with the Authority.

NOW THEREFORE BE IT RESOLVED: the Board of Trustees of the Public Agency resolves as follows:

- that the interlocal agreement between Oakland County, the Charter Township of Bloomfield, the Charter Township of White Lake, and other participating public agencies creating the CLEMIS Interlocal Agreement is hereby approved;
- that the Public Agency is hereby authorized to enter into a participation agreement with the Authority to enter into and become a party to the CLEMIS Interlocal Agreement;
- that the Public Agency is hereby authorized to enter into the CLEMIS Main Services Agreement (the "CLEMIS MSA") between the Public Agency and the Authority;
- that the Police Chief of the Public Agency is hereby authorized and directed to transmit a copy of this resolution to the Authority and the Supervisor is authorized to execute the participation agreement for the CLEMIS Interlocal Agreement and the CLEMIS MSA on behalf of the Public Agency; and
- that the Clerk of the Public Agency is hereby authorized and directed to file a copy of the participation agreement for the CLEMIS Interlocal Agreement, including the CLEMIS Interlocal Agreement, on behalf of the Public Agency with the clerk of Oakland County.

CERTIFICATION

I, the undersigned, the duly qualified and acting Clerk of the City of Novi, County of Oakland, State of Michigan, do hereby certify that:

(1) the foregoing is a true and complete copy of a Resolution adopted by the Board of Trustees of the City of Novi at a regular meeting held on the 27th day of July, 2026, the original of which resolution is on file in my office.
(2) that the resolution remains in effect;
(3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
(4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

_____
Cortney Hanson, City Clerk
City of Novi

MEMORANDUM

TO: ERICK W. ZINSER
DIRECTOR OF PUBLIC SAFETY/CHIEF OF POLICE

FROM: SCOTT R. BAETENS
ASSISTANT CHIEF OF POLICE

SUBJECT: CLEMIS AUTHORITY AGREEMENT

DATE: JULY 9, 2026

This memo summarizes the City Council action needed for the City of Novi to continue CLEMIS services through the newly established CLEMIS Authority and to participate in the Authority's governance structure. Based on the attached agreements, July 7, 2026, legal review, and the Police and Fire quotes, I recommend moving the item forward for City Council approval.

Purpose

CLEMIS has transitioned from an Oakland County administered service model to the Courts and Law Enforcement Management Information System (CLEMIS) Authority, an independent government authority serving public safety agencies. The transition requires new agreements with the agencies and communities CLEMIS serves. CLEMIS has stated that existing applications and support continue during the transition, but agreements must be finalized by September 30, 2026, to avoid risk of service interruption.

Agreement Package Reviewed

- Main Services Agreement (MSA): the standard operating terms for CLEMIS services, support, data, order forms, payment, auditing, confidentiality, termination, and related service requirements.
- Interlocal Agreement: the governance document creating the CLEMIS Authority as a separate legal entity, public body corporate and politic, performing governmental functions. The agreement provides for an Authority Board, Executive Committee, Finance Committee, user/advisory groups, and participant involvement.
- Police Order/Quote: Novi Police Quote Reference 20260521-144648778, effective October 1, 2026, for October 2026, through September 2027, membership term.
- Fire Order/Quote: Novi Fire Quote Reference 20260521-144801643, effective October 1, 2026, for October 2026, through September 2027, membership term.
- Legal review: Rosati Schultz Joppich & Amtsbuechler PC letter dated July 7, 2026, stating that there are no legal concerns with the agreements, while identifying procedural items for implementation.

Operational Need

CLEMIS remains a core public safety technology platform for data sharing and public safety operations. The Police quote includes CAD, RMS, crash reporting, citations, impounds, electronic activity logs, evidence and property, search, Talon/LEIN, mobile data connectivity, Dataworks livescan/mugshot services, applicant livescan, and LEADS Online. The Fire quote provides Novi Fire membership access for one main membership and three in county stations. Approval maintains continuity for these public safety functions under the Authority's new legal structure.

Financial Impact

The combined quoted annual FY27 cost is $71,589.00, with $0.00 due now. Payment begins October 1, 2026, for October 2026, through September 2027, membership term. The quotes expire July 31, 2026.

Department / Item	Qty	Unit Price	Annual Cost	Source
CLEMIS Membership Tier 1 16+ FTEs [FY27]	67	$269.00	$18,023.00	Police Quote
MDC Agency Wireless [FY27]	5	$645.00	$3,225.00	Police Quote
MDC Wireless with Card [FY27]	23	$1,149.00	$26,427.00	Police Quote
Dataworks Criminal Livescan-Mugshot 10+Palm (Existing) [FY27]	1	$6,900.00	$6,900.00	Police Quote
Dataworks Applicant Livescan 10 Print Desktop [FY27]	1	$3,700.00	$3,700.00	Police Quote
Dataworks Livescan as a Service, Transition Price Protection Adjustment (Years 2-5)	1	$819.00	$819.00	Police Quote
LEADS Online Subscription (50-74 FTEs) [FY27]	1	$5,800.00	$5,800.00	Police Quote
Police Subtotal			**$64,894.00**	
Fire Membership - In County Stations [FY27]	3	$457.00	$1,371.00	Fire Quote
Fire Membership - In County Main [FY27]	1	$5,324.00	$5,324.00	Fire Quote
Fire Subtotal			**$6,695.00**	
Combined Annual FY26/27 Total			**$71,589.00**	**Police + Fire**

Recommendation

I recommend approval. The action is administrative in nature, preserves existing CLEMIS services for Police and Fire, provides Novi a formal governance path within the CLEMIS Authority, and establishes a documented annual cost for the first Authority membership term.

JOELLEN SHORTLEY
jshortley@rsjalaw.com

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

ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

July 7, 2026

Erick Zinser, Director of Public Safety
Public Body of Novi
45175 Ten Mile Road
Novi, MI 48375

Re: CLEMIS Interlocal Agreement ("Agreement")

Dear Chief Zinser:

You asked us to review the Participation Agreement with the Courts and Law Enforcement Management Information Systems ("CLEMIS") Authority, which includes a Main Services Agreement and the CLEMIS Interlocal Agreement. We do not have any legal concerns with the Agreements. We noted procedural issues to be aware of below in sections 5 and 6. This letter provides an overview of key provisions in the Agreements.

Background

As you are aware, for many years CLEMIS operated as a group of law enforcement agencies collaborating with Oakland County to share data and information technology services. In approximately 2018, Oakland County formalized the services provided by its IT Department by requiring an Interlocal Agreement with municipalities for each of those services, including CLEMIS. The CLEMIS Authority was created to enable the County to transfer to a separate legal entity most of the operations and services the County IT Department provided to CLEMIS agencies.

Main Services Agreement ("MSA")

The Main Services Agreement ("MSA") will allow each participating Public Body to receive professional services from the CLEMIS Authority. These services include system setup, configuration, training, data migration and other professional services described on individual Order Forms.

1. **Service/Data:**
    - **a.** The MSA authorizes the Public Body to upload data, which includes public safety data into the CLEMIS Service. Doing so authorizes the sharing of this data with other public agencies that use the Service and the right to permit users within the Public Body to access the Service.
    - **b.** Users must be employees or contractors of the Public Body.
    - **c.** Services provided will be identified on individual Order Forms. The Order Form will include the terms of a "Data Processing Addendum", which also must be followed.

   d. The Public Body is the owner of its data. If the Authority receives a FOIA request for Public Body data, it will provide notice to the requesting person indicating that they must submit their request to the Public Body.
   e. The Public Body is required to adopt an Enhanced Access policy under the Enhanced Access to Public Records Act, 1996 PA 462, MCL 15. 441 et. seq, ("EAPRA") to allow the Authority to make the Public Body's Data available for inspection, purchase or copying pursuant to EARPA.
   f. The Service is provided by the Authority "As Is" without warranties.
   g. This Public Body is required to comply with the Authority's Acceptable Use Policy and related documentation.

2. **Auditing:** If requested by the Authority, the Public Body is required to provide a signed certification that the Service is being used in accordance with the terms of the MSA, the locations where the Service is accessed, the number of users, and any other reasonable information requested. The MSA authorizes the Authority to audit the Public Body's use of the Services.
3. **Third-Party Products:** The Authority may facilitate the purchase of third-party products by the Public Body. If the Public Body choses to purchase these products it will need to enter into an agreement with the provider.
4. **Payment:**
   a. Authorized Representatives: The Public Body must provide the Authority with a list of authorized individuals who can execute Order Forms with the Authority to receive services. Since the Order Forms are likely to contain legal requirements, we recommend having these Forms reviewed by your attorney.
   b. Fees: The Authority will maintain a fee schedule on its website. Authority fees may change after providing at least 120 days' notice of the change.
   c. Payments: Payments will be due 60 days from the date of the invoice and are subject to an interest charge if paid late.
   d. Lack of Appropriation: A Public Body may terminate an Order Form if sufficient funds are not appropriated by the Public Body during the budget process.
5. **Term, Termination:** The MSA has a 12 month term, however, it renews for successive periods unless the Public Body and Authority agree to a different renewal term on an Order Form. The MSA may be terminated by either party by providing notice of non-renewal at least 30 days prior to the end of the current term. An Order Form for a Service may be terminated in whole or in part as well as the MSA, for a material breach. Upon termination of the MSA, the Authority will provide the Public Body with its Data in an electronic format. Our concern is having an Order Form establish a different term for the Agreement. It would be preferable not to change the term of the Agreement via an Order Form.
6. **Confidentiality:** The Authority and Public Body may exchange confidential information. The Public Body may disclose confidential information to the extent provided by law, including pursuant to a Freedom of Information Act request. **In the event of a FOIA request or other legal request for information, the party disclosing confidential**

information is required to notify the other party prior to the release of the records. Our concern is the notification requirement. You will need to advise your FOIA coordinator to provide notice to CLEMIS if you receive a FOIA request relating to CLEMIS confidential information. We recommend having us review FOIA or other legal requests for information about CLEMIS services and performance.

7. **Limitation of Liability:** The Authority's liability is capped at the amount paid by the Public Body to the Authority in the 12 months preceding the incident
8. **Points of Contact:** The Public Body is required to designate a primary and secondary contact on its Order Form.

Interlocal Agreement

Creation of CLEMIS Authority Article 3

The CLEMIS Authority is created as a separate legal entity for the purpose of exercising the powers and privileges, set forth under the Agreement and applicable law. The Authority is a public body corporate and politic, which will perform governmental functions and will be tax exempt.

The Initial Participants approved the Interlocal Agreement on October 8, 2025. After January 31, 2026, new members of the Authority must approve of the CLEMIS Interlocal Agreement if they wish to participate in the governance of the Authority. The Authority may enter into Agreements with members who are not Participants in the Authority if they approve the MSA. Participants are defined in the Agreement as a party to the Agreement other than the Initial Participants.

Authority Board Article 4

The Authority Board includes all of the following members who will serve 4 year terms:

(1) one member appointed by the governing body of the County;

(2) one member appointed by the governing body of Bloomfield Township;

(3) one member appointed by the governing body of White Lake Township;

(4) one member appointed by the governing body of each Participant;

(5) one member appointed by the County Executive of the County who is an employee or officer of the County. (The Initial Participants waived this requirement to allow the County Executive to appoint a former County official to the Board); and

(6) one member appointed by the County Executive who is an employee or office of the Office of the Oakland County Sheriff; and

(7) 15 other members appointed by the County Executive.

Note: There are no qualifications listed for the 15 members appointed by the County Executive in subsection 7. They can be selected from law enforcement, fire departments, elected officials of Participants or the general public.

Authority Board Powers Section 4.2

The Authority Board reviews the annual audit of the Authority, may evaluate the performance of the Authority, and shall, if required by law, review acts of the Executive Committee. The Authority Board may advise the Executive Committee on all matters relating to the Authority, including the Authority's budget and amendments to this Agreement.

Authority Board Meetings and Quorum Section 4.3 and 4.4

The Authority Board is required to meet once a year. A majority of the members of the Authority Board in office constitute a quorum for Authority Board business.

Executive Committee Section 4.5

The Executive Committee of the Authority Board consists of the following nine members of the Authority Board:

(1) The member of the Authority Board, who is an employee or officer of the County appointed by the County Executive. (The Initial Participants waived this requirement to allow a former County officer to be appointed.)

(2) Eight members appointed by the County Executive including all of the following:

  (A) two members of the Authority Board representing cities, townships or villages;

  (B) one member of the Authority Board representing counties; and

  (C) five members of the Authority Board representing other Public Agencies.

The initial terms of office will be staggered for four one year terms, after that the terms will be for 4 years. The County Executive will fill vacancies in membership on the Executive Committee.

Executive Committee Powers, Section 4.6

Except for the powers given to the Authority Board under section 4.2, the Executive Committee shall exercise the powers of the Authority. The Executive Committee shall appoint the Executive Director of the Authority. The Executive Committee has the power to manage and direct on behalf of the public the functions or services performed under the Agreement. The Executive Committee is responsible for compliance by the Authority with rules and procedures applicable to the Authority under the C.J.I.S. Policy Council Act, 1974 PA 163, as amended, MCL 28.211 to 28.215.

Executive Committee Meetings Section 4.7

The person selected by the County Executive as the County employee/official of the Authority Board, shall serve as the Chairperson of the Executive Committee. The Executive Committee shall meet no less than quarterly.

Additional Powers of the Executive Committee Sections 4.9-4.11

The Executive Committee may adopt bylaws (Section 4.9), must establish a finance committee that meets at least once a year to advise the Executive Committee on fees and charges to sustain the expenses of CLEMIS (Section 4.10) and may establish other advisory committees to the Executive Committee from members of the Advisory Board. The Executive Committee may establish other advisory groups, from parties to the Agreement who are not members of the Advisory Board including a user advisory group (Section 4.11).

Executive Director Section 4.12

The Executive Committee is required to appoint an Executive Director, who will be the chief executive officer of the Authority and shall serve at the pleasure of the Executive Committee. The Executive Director shall administer all programs, funds, personnel, contracts, and all other administrative functions of the Authority, subject to oversight of the Executive Committee. The Executive Committee will determine the compensation the Executive Director will receive. The Executive Director's employment, including length of service, must be specified in a written contract between the Executive Director and the Authority.

Fiduciary Duty Section 4.13

The members of the Authority Board, the Executive Committee, and the Executive Director are under a fiduciary duty to conduct the activities and affairs of the Authority in the best interests of the Authority, including the safekeeping and use of all Authority money and other Authority assets for the benefit of the Authority.

Compensation Section 4.14

Members of the Authority Board and Executive Committee shall receive no compensation but may be reimbursed for travel and meals relating to their service.

Ethics and Conflicts of Interest Section 4.15

The Executive Committee is required to adopt ethics policies governing the conduct of Authority Board members, the Executive Committee, and the officers and employees of the Authority. The policies must be no less stringent than those provided for public officers and employees under state law. Members of the Authority Board, the Executive Committee, and the officers and employees of the Authority will be deemed to be public servants under 1968 PA 317, as amended, MCL 15.321 to 15.330, and are subject to any other applicable laws with respect to conflicts of interest. The Executive Committee shall establish policies and procedures requiring disclosure of relationships that may give rise to conflicts of interest.

Fees and Charges Section 4.16

The Executive Committee is required to establish fees and other charges sufficient with other resources to pay the expenses of the CLEMIS System and the Authority. When establishing fees and other charges, the Executive Committee shall consider any recommendation from the Finance Committee.

Powers of Authority Article 5

The powers of the Authority include entering into contracts, employing employees, accepting grants, borrowing money and issuing bonds. The Authority may indemnify the members of the Authority Board and Executive Committee. The Authority may not levy a tax.

Contributions from County, Article 6

Startup Advance Section 6.1

The Agreement required the County to transfer to the Authority $250,000.00 for the initial startup costs of the Authority.

Transfer of CLEMIS System Assets to Authority

Effective February 1, 2026 (the "**Transfer Date**"), the County was required to transfer to the Authority all of the assets, liabilities, contracts and property owned by the County, which the County is not retaining, relating to the CLEMIS System, as was to be described in a Transfer Agreement between the County and the Authority entered into before the Transfer Date (the "**Transfer Agreement**"). The transfer included computer programs and operating systems, databases, etc. relating to the CLEMIS System.

Other Assets Section 6.3

On the Transfer Date, in addition to other assets transferred by the County to the Authority, the County was required to transfer $9,750,000.00 to the Authority.

Liabilities and Contingencies Section 6.4

On the Transfer Date, the Authority assumed the liabilities and contingencies of the County relating to the CLEMIS System as detailed in the Transfer Agreement.

County Property and Facilities Section 6.5

Beginning on the Transfer Date, and continuing through September 30, 2027, the County shall provide the Authority with the use of County facilities and property needed for the operation of the CLEMIS System by the Authority as provided in the Transfer Agreement, including a separately executed lease Agreement. The Authority may enter into Agreements with the County for the use of County property and facilities effective after September 30, 2027.

County Telecommunications and Network Equipment and Services Section 6.6

Through September 30, 2027, the County shall provide the Authority with the use of the County telecommunications and network equipment and services. The Authority may enter into Agreements with the County for the use of County telecommunications and network equipment effective after September 30, 2027.

Nonparty Consents Section 6.9

The County will use reasonable efforts to retain the consent of parties required under agreements with the County to approve the transfer of assets to the Authority. As you are likely aware, the County has agreements with many technology companies that provide different IT services that will need to be transferred to the Authority.

Employees Article 7

Transfer of County Employees Section 7.2

The County transfers to the Authority certain County employees who will become employees of the Authority.

Records and Finances Article 8

The Authority shall comply with FOIA (Section 8.2) and may establish an audit committee to oversee the accounting and financial reporting processes of the Authority. (Section 8.7)

Admission of Participants Article 9

Admission Procedure Section 9.1

A Public Agency may become a Participant by submitting to the Authority a participation Agreement signed by the Public Agency.

A Participation Form must be accompanied by a resolution of the governing body of the Public Agency in substantially the form provided as Exhibit B (the "**Authorizing Resolution**").

A Participation Form also must be accompanied by a CLEMIS MSA signed by the Public Agency.

The Executive Director of the Authority may approve or deny a request from a Public Agency to become a Participant. If the Executive Director approves the request from the Public Agency, the Executive Director shall sign the Participation Form.

Term, Duration, Withdrawal and Termination Article 10

Term Section 10.2

This Agreement is effective beginning on the Effective Date and continues for an initial term of 15 years (the "**Initial Term**").

After the Initial Term, the Agreement is extended in five-year increments unless not extended by joint action of the parties.

The term of the Agreement also ends upon one or more of the following:

(1) withdrawal by all parties under sections 10.3 and 10.4;

(2) withdrawal by the County under section 10.3;

(3) withdrawal by all Initial Participants and Participants under section 10.4; or

(4) the Transfer Agreement is not approved and effective before February 1, 2026.

Withdrawal by County Section 10.3

The County may withdraw as a party to the Agreement upon 18 months' notice of its withdrawal to the Authority.

Withdrawal by Others

The withdrawal of an Initial Participant or Participant will not terminate the Agreement if the County and at least one additional Initial Participant or Participant remains a party to the Agreement. Initial Participants and Participants may withdraw from the Agreement upon providing 6 months advance notice to the Authority.

Article 11 Additional Provisions

Relationship and Responsibilities of Parties Section 11.2

No party is responsible for the acts of the Authority or of the Representatives of any other party, whether acting separately or in conjunction with the implementation of this Agreement.

Each party is responsible for any Nonparty Claims brought against that party and for the acts or omissions of its Representatives arising out of this Agreement.

Except as otherwise provided in the Agreement, for any dispute arising out of this Agreement, each party shall seek its own legal representation and bear the costs of that representation.

No party is legally authorized to indemnify any other party or the Authority. The Authority is not legally authorized to indemnify any party.

No Waiver of Governmental Immunity Section 11.5

The Agreement states that it is not intended to be a waiver of governmental immunity by any of the parties.

Please let us know if you have any questions about the MSA or Interlocal Agreement.

Sincerely,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Joellen Shortley
Joellen Shortley

cc: John Martin, Fire Chief
Victor Cardenas, City Manager
Danielle Mahoney, Assistant City Manager
Thomas Schultz, City Attorney

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CLEMIS Authority

Quote: Novi Police

Novi Police
45125 W 10 Mile Rd
Novi, MI 48375

Erick Zinser
ezinser@cityofnovi.org

Reference: 20260521-144648778

Department/Organization: Novi Police

Public Agency: City of Novi

Effective Date: October 1, 2026

Quote created: May 21, 2026
Quote expires: July 31, 2026
Quote created by: Lisa Werner
CLEMIS Authority Support
wernerl@clemisauthority.org
+19478136903

In Process

This CLEMIS Order Form ("Order Form") is entered into by the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic (the "Authority"), and the public agency listed above ("Public Agency").

Comments from the CLEMIS Authority:

Please review your Products & Services listed below along with the Terms of this quote and confirm that they are complete and accurate.

This quote is provided for your review while your community's agreement is being approved.

- The Order form with signature lines will be sent to you once that agreement is in place.
- Your membership term begins October 1, 2026, and payment will be due at that time for the period October 2026 through September 2027.
- If anything in this quote needs to be added, removed, or corrected, please contact us before September 1, 2026 so we can get your Order corrected before it is sent for signature.
- You can reach us at membership@clemisauthority.org or (947) 813-6903.

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Products & Services

Item & Description	Quantity	Unit Price	Total
CLEMIS Membership Tier 1 16+ FTEs [FY27] Provides membership for government agencies and they share their data. Pricing is per MCOLES FTE (Sworn Officer). License includes CAD, RMS, Crash, Citations, Impounds, Electronic Activity Logs, Evidence & Property, Search, and Talon/LEIN **Payment starts: October 1, 2026**	67	$269.00 / year	$18,023.00 / year
MDC Agency Wireless [FY27] **Payment starts: October 1, 2026**	5	$645.00 / year	$3,225.00 / year
MDC Wireless with Card [FY27] **Payment starts: October 1, 2026**	23	$1,149.00 / year	$26,427.00 / year
Dataworks Criminal Livescan-Mugshot 10+Palm (Existing) [FY27] **Payment starts: October 1, 2026**	1	$6,900.00 / year	$6,900.00 / year
Dataworks Applicant Livescan 10 Print Desktop [FY27] **Payment starts: October 1, 2026**	1	$3,700.00 / year	$3,700.00 / year
Dataworks Livescan as a Service, Transition Price Protection Adjustment (Years 2-5) **Payment starts: October 1, 2026**	1	$819.00 / year	$819.00 / year
LEADS Online Subscription (50-74 FTEs) [FY27] **Payment starts: October 1, 2026**	1	$5,800.00 / year	$5,800.00 / year
		Due now	**$0.00**

In Process

Future Payments Summary

Item	Payment
CLEMIS Membership Tier 1 16+ FTEs [FY27]	$18,023.00 / year starting on October 1, 2026
MDC Agency Wireless [FY27]	$3,225.00 / year starting on October 1, 2026

Item	Payment
MDC Wireless with Card [FY27]	$26,427.00 / year starting on October 1, 2026
Dataworks Criminal Livescan-Mugshot 10+Palm (Existing) [FY27]	$6,900.00 / year starting on October 1, 2026
Dataworks Applicant Livescan 10 Print Desktop [FY27]	$3,700.00 / year starting on October 1, 2026
Dataworks Livescan as a Service, Transition Price Protection Adjustment (Years 2-5)	$819.00 / year starting on October 1, 2026
LEADS Online Subscription (50-74 FTEs) [FY27]	$5,800.00 / year starting on October 1, 2026

Terms and Conditions

The terms and conditions governing this Order Form, including payment terms, are set forth in the Main Services Agreement (the "MSA"). A copy of the MSA is available at www.clemisauthority.org/membership. Capitalized terms not defined in this Order Form have the meaning given them in the MSA.

1. Subscription

1.1 Public Agency Departments. Public Agency is subscribing for the Service to be provided to the departments of Public Agency listed above.

1.2 Subscription Term. The subscription term for the products below commences on the Order Form Effective Date above and will remain in effect through September 30 of the same fiscal year (October 1 through September 30). The subscription term will automatically renew for consecutive one-year terms, unless terminated by either party providing written notice at least 30 days prior to expiration of the then-current term.

2. Products, Services, and Fees

2.1 Product Subscription. Public Agency is subscribing to the products listed in this Order Form, which products will constitute the "Service" (as defined in the MSA) to be provided to Public Agency. Public Agency may purchase additional products to be included as part of the Service through the execution of additional Order Forms.

2.2 Professional Services. Public Agency is purchasing the services listed in this Order Form, which services will constitute "Professional Services" (as defined in the MSA) to be provided to Public Agency.

3. Signature Authority. The individual signing on behalf of Public Agency represents that they are duly authorized to sign this Order Form on behalf of Public Agency and contractually bind Public Agency to its terms.

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Questions? Contact me



Lisa Werner
CLEMIS Authority Support
wernerl@clemisauthority.org
+19478136903

CLEMIS Authority
51111 Woodward Avenue, Suite 723
Pontiac, MI 48342
United States

In Process

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CLEMIS Authority

Quote: Novi Fire

Novi Fire
42975 Grand River Ave
Novi, MI 49375

John Martin
jmartin@cityofnovi.org

Reference: 20260521-144801643

Department/Organization: Novi Fire

Public Agency: City of Novi

Effective Date: October 1, 2026

Quote created: May 21, 2026
Quote expires: July 31, 2026
Quote created by: Lisa Werner
CLEMIS Authority Support
wernerl@clemisauthority.org
+19478136903

In Process

This CLEMIS Order Form ("Order Form") is entered into by the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic (the "Authority"), and the public agency listed above ("Public Agency").

Comments from the CLEMIS Authority:

Please review your Products & Services listed below along with the Terms of this quote and confirm that they are complete and accurate.

This quote is provided for your review while your community's agreement is being approved.

- The Order form with signature lines will be sent to you once that agreement is in place.
- Your membership term begins October 1, 2026, and payment will be due at that time for the period October 2026 through September 2027.
- If anything in this quote needs to be added, removed, or corrected, please contact us before September 1, 2026 so we can get your Order corrected before it is sent for signature.
- You can reach us at membership@clemisauthority.org or (947) 813-6903.

Products & Services

Item & Description	Quantity	Unit Price	Total
Fire Membership - In County Stations [FY27] **Payment starts: October 1, 2026**	3	$457.00 / year	$1,371.00 / year
Fire Membership - In County Main [FY27] **Payment starts: October 1, 2026**	1	$5,324.00 / year	$5,324.00 / year
		Due now	**$0.00**

Future Payments Summary

Item	Payment
Fire Membership - In County Stations [FY27]	$1,371.00 / year starting on October 1, 2026
Fire Membership - In County Main [FY27]	$5,324.00 / year starting on October 1, 2026

Terms and Conditions In Process

The terms and conditions governing this Order Form, including payment terms, are set forth in the Main Services Agreement (the "MSA"). A copy of the MSA is available at www.clemisauthority.org/membership. Capitalized terms not defined in this Order Form have the meaning given them in the MSA.

1. Subscription

1.1 Public Agency Departments. Public Agency is subscribing for the Service to be provided to the departments of Public Agency listed above.

1.2 Subscription Term. The subscription term for the products below commences on the Order Form Effective Date above and will remain in effect through September 30 of the same fiscal year (October 1 through September 30). The subscription term will automatically renew for consecutive one-year terms, unless terminated by either party providing written notice at least 30 days prior to expiration of the then-current term.

2. Products, Services, and Fees

2.1 Product Subscription. Public Agency is subscribing to the products listed in this Order Form, which products will constitute the "Service" (as defined in the MSA) to be provided to Public Agency. Public Agency may purchase additional products to be included as part of the Service through the execution of additional Order Forms.

2.2 Professional Services. Public Agency is purchasing the services listed in this Order Form, which services will constitute "Professional Services" (as defined in the MSA) to be provided to Public Agency.

3. Signature Authority. The individual signing on behalf of Public Agency represents that they are duly authorized to sign this Order Form on behalf of Public Agency and contractually bind Public Agency to its terms.

Questions? Contact me



Lisa Werner
CLEMIS Authority Support
wernerl@clemisauthority.org
+19478136903

CLEMIS Authority
51111 Woodward Avenue, Suite 723
Pontiac, MI 48342
United States

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PARTICIPATION AGREEMENT

Courts and Law Enforcement Management Information System (CLEMIS) Authority

By execution of this Participation Agreement by the Participant and the CLEMIS Authority, the Participant, Oakland County, the Initial Participants, and each other Participant under the CLEMIS Interlocal Agreement enter into an agreement incorporating the Interlocal Agreement initially between Oakland County, the Charter Township of Bloomfield, and the Charter Township of White Lake creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority by this reference (available at https://www.clemisauthority.org/forms/). A reference copy of the CLEMIS Interlocal Agreement must be attached. This Participation Agreement also includes the contents of this cover page and incorporates the CLEMIS Main Services Agreement (the "MSA"). Capitalized terms used but not defined in this Participation Agreement are as defined in the CLEMIS Interlocal Agreement.

PARTICIPANT	
Full Legal Name:	
Notice Address:	
Primary Contact Name:	
Primary Contact Email:	

ATTACHMENTS *(attach)*	
The following attachments are included with this agreement.	
Authorizing Resolution or Legal Authorization	An authorizing resolution in substantially the form as provided in Exhibit B of the CLEMIS Interlocal Agreement has been adopted by the governing body of the Participant and a copy is attached. If the Participant does not have a governing body, confirmation of legal authorization to enter into the CLEMIS Interlocal Agreement and sign the CLEMIS MSA is attached.
CLEMIS Main Services Agreement	A copy of the CLEMIS MSA is attached.
CLEMIS Interlocal Agreement	A copy of the CLEMIS Interlocal Agreement is attached.

SIGNATURES

Each party is signing this Participation Agreement on the date stated below that party's signature. The date of this Participation Agreement and the Main Services Agreement will be the date this Participation Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Participant:	**Authority**:
Novi Police Department	COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM (CLEMIS) AUTHORITY
By: _____	By: _____
Name: Erick W. Zinser_____	Name: _____
Title: Director of Public Safety/Chief of Police_	Executive Director
Date: _____	Date: _____

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MAIN SERVICES AGREEMENT

This Main Services Agreement ("**MSA**") contains the standardized terms for the provision of services by the Authority to the Public Agency. This MSA and each Order Form constitute the agreement between the Authority and the Public Agency (this "**Agreement**"). Capitalized terms are defined in context or in Section 1.

1 Definitions

(a) For purposes of this Agreement, the following definitions apply:

(1) "**Acceptable Use Policy**" means the Acceptable Use Policy made available through the Authority website, as it may be amended from time to time.

(2) "**Agreement**" is defined in the preamble.

(3) "**Authority**" means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under the Interlocal Agreement.

(4) "**Business Day**" means a day that is not a Saturday, Sunday, or a state public holiday under 1865 PA 124, as amended, MCL 435.101 to 435.103.

(5) "**Confidential Information**" means information disclosed by or on behalf of one party (as discloser) to the other party (as recipient) under this Agreement, in any form, which: (A) the discloser identifies to recipient as "confidential" or "proprietary"; or (B) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. The Authority's Confidential Information includes technical or performance information about the Service, and the Public Agency's Confidential Information includes Public Agency Data. Confidential Information does not include information subject to disclosure under the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 to 15.246 ("**FOIA**").

In Process

(6) "**Documentation**" means the Authority's usage documentation for the Service. This documentation may include terms and conditions, including pricing or payment terms, that are specific to particular functionality in the Service.

(7) "**DPA**" is defined in Section 4(c).

(8) "**Effective Date**" means the effective date of the first Order Form executed by the Public Agency.

(9) "**Interlocal Agreement**" means the Interlocal Agreement, filed with the Office of the Great Seal on October 23, 2025, and any amendments thereto, between the County of Oakland, the Charter Township of Bloomfield, the Charter Township of White Lake, and any subsequent Participants thereunder.

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(10) "**Law**" means all laws, regulations, executive orders, rules, court orders, or other binding requirements of a government authority that apply to a party.

(11) "**Order Form**" means a Public Agency Order Form related to the provision of the Service, Support, or Professional Services.

(12) "**Personal Data**" means Public Agency Data relating to an identified or identifiable natural individual.

(13) "**Points of Contact**" means the individuals designated by the Public Agency as a primary contact and a secondary contact for the Public Agency.

(14) "**Professional Services**" means system setup, configuration, training, data migration, or other professional services that the Authority furnishes to the Public Agency related to the Service.

(15) "**Public Agency**" means the legal entity that executes an Order Form.

(16) "**Public Agency Data**" means any data, contents, or information that the Public Agency (including its Users and Technology Partners) submits to its Service accounts or generates by or through the Service. "Public Agency Data" includes, but is not limited to, public safety data.

(17) "**Public Agency Materials**" means materials and resources that the Public Agency makes available to the Authority in connection with Professional Services.

In Process

(18) "**Security Measures**" means that term as defined in the Security Measures made available through the Authority website.

(19) "**Service**" means the service provided by the Authority for the exchange and access to public safety software data, as described in more detail in this Agreement and the Documentation.

(20) "**Statement of Work**" means a statement of work for Professional Services that is executed by the parties.

(21) "**Support**" means support for the Service as described in Section 5.

(22) "**Support Policy**" means the support policy made available through the Authority website.

(23) "**Suspension Event**" is defined in Section 12.

(24) "**Taxes**" is defined in Section 11(g).

(25) "**Technology Partner**" means a third-party technology vendor to the Public Agency that has been identified in an Order Form (or otherwise in writing by the Public Agency) to be authorized, in accordance with this Agreement, to submit data to or receive data from the Service on the Public Agency's behalf.

(26) "**Term**" means the term for the Public Agency's use of the Service as identified in an Order Form.

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(27) "**Trials and Betas**" mean access to the Service (or Service features) on a free, trial, beta, or early access basis.

(28) "**Usage Data**" means the Authority's technical logs, data, and learnings about a Public Agency's use of the Service, excluding Public Agency Data.

(29) "**User**" means an employee or contractor of the Public Agency that the Public Agency allows to use the Service.

(30) "**Virus**" means viruses, malicious code, malware, or similar harmful materials.

(b) Capitalized terms not defined in this Agreement shall have the meaning prescribed to them in the Interlocal Agreement.

2 **Service**

(a) **Data Sharing**. As specified in an Order Form, the Public Agency will upload Public Agency Data into the Service, including by means of a Technology Partner product. The Public Agency hereby authorizes the sharing of Public Agency Data with other public agencies that use the Service, subject to the terms of this Agreement and the Order Form.

(b) **Data Access**. Subject to this Agreement, the Public Agency may authorize Users within its organization to access and use the Service for governmental and public safety purposes during the Term. The Public Agency's access rights include the right to permit Users within the Public Agency's organization to access the Service in accordance with the terms of applicable Order Forms. The Public Agency shall comply with the Documentation and applicable policies in accessing and using the Service.

(c) **Technology Partners**. As specified in the applicable Order Form, Public Agency Data may be provided to or received from a Technology Partner through an integration with the Service. The Public Agency's use of a Technology Partner product is governed by the Public Agency's agreement with the Technology Partner, and the Authority is not responsible or liable for the performance of Technology Partner products, including their use of Public Agency Data.

3 **Users**

The Public Agency may permit Users to use the Service on its behalf. Users must be employees or contractors of the Public Agency. The Public Agency is responsible for provisioning and managing its User accounts, for its Users' actions through the Service and for their compliance with this Agreement. The Public Agency shall ensure that Users keep their login credentials confidential, and the Public Agency shall promptly notify the Authority upon learning of any compromise of User accounts or credentials.

4 **Data**

(a) Subject to this Agreement, the Authority will access and use Public Agency Data only to: (1) provide and maintain the Service, Support, and Professional Services under this Agreement; and (2) provide certain Public Agency Data to a third party

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(*e.g.*, an insurance company) as has been specifically approved in writing by the Public Agency, in an Order Form or otherwise.

(b) The Authority shall implement and maintain the Security Measures. The Public Agency shall not submit to the Service any data controlled under the United States International Traffic in Arms regulations.

(c) The parties shall adhere to any Data Processing Addendum ("**DPA**") identified on an Order Form.

(d) The Authority may collect Usage Data and use it to operate, improve, and support the Service and for other lawful governmental or public safety purposes, including benchmarking and reports. However, except as otherwise required by applicable law, the Authority shall not disclose Usage Data externally unless it is: (1) deidentified so that the Usage Data does not identify the Public Agency, its Users, or any other person; and (2) aggregated with data across other participants.

(e) The Public Agency is the owner of all Public Agency Data and is required to provide Public Agency Data in a format agreed by the parties and as required by applicable Law. The Public Agency is responsible for ensuring the accuracy and currency of its Public Agency Data. Except as otherwise provided in this Agreement, the Public Agency shall have access to Public Agency Data at all times.

(f) During a Term, the Public Agency may create reports of its Public Agency Data from the Service (or the Authority will otherwise make the Public Agency Data available to the Public Agency) as described in the Documentation.

In Process

(g) The Authority will not store credit card account numbers and associated security information. Credit card data will be handled by a credit card data processor, subject to its terms, conditions, and policies.

(h) The Authority shall comply with FOIA. However, pursuant to Section 5(9) of FOIA, 1976 PA 442, as amended, MCL 15.235(9), the Authority is not considered to be in possession of, retain, or be the custodian of a public record stored on behalf of the Public Agency. If the Authority receives a written request for a public record that is stored on behalf of the Public Agency, the Authority shall, within ten (10) business days after receipt of the request, give written notice to the requesting person identifying the Public Agency and stating that the requesting person must submit the request to the Public Agency.

(i) Pursuant to the Enhanced Access to Public Records Act, 1996 PA 462, as amended, MCL 15.441 to MCL 15.445 (the "**EAPRA**"), the Authority may make Public Agency Data immediately available for public inspection, purchase, or copying by digital means. As a condition to the Authority providing enhanced access under the EAPRA, the Public Agency must first identify the Public Agency Data subject to the EAPRA and adopt an enhanced access policy that complies with the EAPRA. The Public Agency is responsible for ensuring that the fees for providing enhanced access that appear on the fee schedule maintained by the Authority pursuant to Section 11(b) of this MSA do not exceed a "reasonable fee" as that term is defined in the EAPRA, or that the Public Agency has established different reasonable fees in an Order Form.

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5 **Support**

(a) The Authority shall provide Support for the Service as described in the Support Policy.

6 **Statements**

(a) Each party states the following:

(1) that it has the legal power and authority to enter into this Agreement;

(2) that it will use industry-standard measures to avoid introducing Viruses into the Service; and

(3) that it is not listed on any United States government list of prohibited or restricted parties.

(b) The Public Agency states it is the owner of Public Agency Data, has the right to provide Public Agency Data with the Service, and grants the Authority the right to use Public Agency Data specified in this Agreement, without violating nonparty intellectual property, privacy, or other rights.

(c) The Authority states the following:

(1) THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE AUTHORITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

In Process

(2) The Authority makes no warranty that: (i) the Service will meet the Public Agency's requirements; (ii) the Service will be uninterrupted, timely, secure, or error-free; or (iii) the results that may be obtained by the Service will be accurate or reliable.

(3) Any material or data downloaded or otherwise obtained through the use of the Service is accessed at the Public Agency's discretion and risk. The Public Agency will be solely responsible for any damage to its computer system or loss of data that results from the downloading of any material.

7 **Usage**

(a) The Public Agency shall comply with the Acceptable Use Policy and the Documentation.

(b) Except as explicitly permitted in this Agreement, the Public Agency shall not and shall not permit others to do any of the following:

(1) sell, sublicense, distribute, or rent the Service or the data from the Service (in whole or part), excluding Public Agency Data;

(2) grant non-Users access to the Service or use the Service to provide a hosted or managed service to others;

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(3) reverse engineer, decompile, or seek to access the source code of the Service, except to the extent these restrictions are prohibited by Law, and then only upon advance written notice to the Authority;

(4) copy, modify, create derivative works of, or remove proprietary notices from the Service;

(5) conduct security or vulnerability tests of the Service, interfere with its operation, or circumvent its access restrictions;

(6) use the Service to develop a product that competes with the Service.

8 **Auditing**

Upon the Authority's written request, the Public Agency shall provide a signed certification: (a) verifying the Service is being used in accordance with the terms of this Agreement; and (b) listing the locations in which the Service is accessed, number of Users, and any other information reasonably requested by the Authority. The Authority may, at the Authority's expense and not more than once annually, audit the Public Agency's use of the Service and compliance with this Agreement. The audit will be conducted during business hours and will not interfere with the Public Agency's activities. The Public Agency shall provide the Authority or its auditor with all reasonable information and assistance required to enable the Authority to determine whether the Public Agency is in compliance with this Agreement. If the audit reveals that the Public Agency has underpaid fees to the Authority, the Public Agency will be invoiced for the underpaid fees based upon the Authority's price list at the time the fees would have otherwise been incurred. If the Public Agency does not pay the underpaid fees within thirty (30) days after the invoice date, the Public Agency will be charged with interest at a rate of one and one-half percent (1.5%) per month or partial month until paid. If the audit reveals that the Public Agency has underpaid fees totaling five percent (5%) or more of the fees due in any year, the Public Agency shall reimburse the Authority for all reasonable expenses associated with the audit.

In Process

9 **Professional Services**

The Authority shall perform Professional Services as described in an Order Form or Statement of Work, which may identify additional terms or milestones for the Professional Services. The Public Agency shall give the Authority access within five (5) business days to Public Agency Materials reasonably needed by the Authority for Professional Services, and the Authority shall use the Public Agency Materials only for purposes of providing Professional Services. Except as otherwise expressly stated in an Order Form or Statement of Work, the Professional Services shall not include travel or lodging expenses. The Public Agency may use code or other deliverables that the Authority provides as part of Professional Services only in connection with the Public Agency's authorized use of the Service under this Agreement.

10 **Purchase of Third Party Products**

The Authority may from time to time facilitate the purchase by the Public Agency of third party products. The Authority's role will be limited to facilitating payment and the execution by the Public Agency of the applicable agreement with the third party product

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vendor. The Authority will not be a party to this agreement with the third party product vendor, and will not have any responsibility or liability related to the performance of the third party product.

11 **Fees; Payment**

(a) **Authorized Representatives.** The Public Agency shall provide the Authority with current written authorization identifying representatives who are authorized to execute Order Forms, including any limitations on their authority. The Public Agency shall promptly notify the Authority of any changes to authorized representatives. The Authority may rely on such written authorizations until notified of changes.

(b) **Fee Schedules and Updates.** Current fee schedules shall be maintained by the Authority in a separate fee schedule document and made available through the Authority website. The Authority may update fee schedules from time to time with at least one hundred and twenty (120) days' notice, provided that the updated fee schedules shall not take effect until the next Term, consistent with this Section 11.

(c) **Payment Terms.** Unless the Order Form states otherwise, all amounts are due within sixty (60) days after the invoice date. Late payments are subject to a charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. Fees and expenses are not refundable, except as expressly provided in this Agreement.

(d) **Appropriations and Budget Limitations.** All payment obligations under this Agreement and any Order Forms are subject to annual appropriation of funds by the Public Agency's governing body. If sufficient funds are not appropriated, the Public Agency may terminate the affected Order Form upon thirty (30) days' written notice to the Authority without penalty, provided that the Public Agency has made good-faith efforts to obtain necessary appropriations.

In Process

(e) **Fee Disputes.** If the Public Agency disputes an invoice, the Public Agency shall notify the Authority within the payment period, and the parties must seek to resolve the dispute over a thirty (30)-day discussion period. The Public Agency is not required to pay disputed amounts during the discussion period but will timely pay all undisputed amounts. After the discussion period, either party may pursue any available remedies.

(f) **Taxes.** Unless the Public Agency is tax-exempt, the Public Agency is responsible for any sales, use, goods and services, value-added, withholding, or similar taxes or levies that apply to its Order Forms, whether domestic or foreign ("**Taxes**"), other than any income tax payable by the Authority. Fees do not include Taxes.

12 **Suspension**

The Authority may suspend the Public Agency's access to the Service and related services due to a Suspension Event, but where practicable, the Authority shall give the Public Agency prior notice so that the Public Agency may seek to resolve the issue and avoid suspension. The Authority is not required to provide prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of Law. Once a Suspension

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Event is resolved, the Authority shall promptly restore the Public Agency's access to the Service in accordance with this Agreement. For purposes of this Section 12, "**Suspension Event**" means: (a) Except during fee disputes as described in Section 11(f), the Public Agency's account is thirty (30) days or more overdue; (b) the Public Agency is in breach of Section 7; or (c) the Authority believes the Public Agency's use of the Service risks material harm to the Service or others.

13 **Term; Termination**

(a) Each Term will last for an initial twelve (12)-month period unless the Order Form states otherwise. Each Term will renew for successive periods unless: (1) the parties agree on a different renewal Order Form; or (2) either party notifies the other of non-renewal at least thirty (30) days prior to the end of the current Term.

(b) This Agreement starts on the Effective Date and continues until the end of all Terms, unless sooner terminated in accordance with its terms. If no Term is in effect, either party may terminate this Agreement for any or no reason with notice to the other party.

(c) Either party may terminate the applicable Order Form (in whole or in part) or this Agreement (together with all Order Forms) if the other party does one or more of the following:

(1) is in material breach of an Order Form or this Agreement and the breach remains uncured thirty (30) or more days after notice; or

(2) ceases operation without a successor.

In Process

(d) Upon termination or cancellation of this Agreement, the Authority shall provide a copy of Public Agency Data to the Public Agency in an electronic format and time period determined by the Authority. Upon written confirmation from the Public Agency that it received its data, the Authority may delete Public Agency Data, and each party shall delete any Confidential Information of the other in its possession or control. If the Authority incurs any costs in copying Public Agency Data, the Public Agency shall be responsible for such costs and shall reimburse the Authority according to the terms of an invoice provided by the Authority. The Authority may waive these costs in its sole discretion.

(e) The Public Agency's right to use the Service, Support, and Professional Services ends upon any termination or expiration of the applicable Order Form or this Agreement, subject to this Section 13.

(f) Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

(g) Sections 1, 4, 7, 8, 11, 13, 14, and 17 through 33, will survive the termination of this Agreement.

14 **U.S. Government Public Agencies**

To the extent applicable, the Service is "commercial computer software" or a "commercial item" for purposes of Federal Acquisition Regulation (FAR) 12.212 and for

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Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202. Use, reproduction, release, modification, disclosure, or transfer of the Service is governed solely by the terms of this Agreement, and all other use is prohibited.

15 **Trials and Betas**

The Authority may offer optional Trials and Betas. Use of Trials and Betas is permitted only for the Public Agency's internal evaluation during the period designated by the Authority on the Order Form (or if not designated, thirty (30) days). Either party may terminate the Public Agency's use of Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features never released. Notwithstanding anything else in this Agreement, the Authority offers no warranty, indemnity, SLA, or Support for Trials and Betas and its liability for Trials and Betas will not exceed $1,000.

16 **Subcontractors**

(a) The Authority may use subcontractors and permit them to exercise its rights and fulfill its obligations under this Agreement, but the Authority remains responsible for their compliance with this Agreement and for the Authority's overall performance under this Agreement.

(b) Section 16(a) does not limit any additional terms for subprocessors under a Data Protection Addendum.

(c) Technology Partners are not subcontractors under this Agreement.

17 **Intellectual Property**

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(a) Neither party grants the other any rights or licenses not expressly set out in this Agreement.

(b) Except for the Authority's express rights in this Agreement, as between the parties, the Public Agency retains all intellectual property and other rights in Public Agency Data and Public Agency Materials provided to the Authority.

(c) Except for the Public Agency's express rights in this Agreement, as between the parties, the Authority and its licensors retain all intellectual property and other rights in the Service, Professional Services deliverables, and related Authority technology.

(d) If the Public Agency provides the Authority feedback regarding improvement or operation of the Service, the Authority may use the feedback without restriction or obligation.

18 **Confidentiality**

(a) A party receiving Confidential Information shall:

(1) use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement;

(2) not disclose Confidential Information to nonparties without the other party's prior approval, except as permitted in this Agreement;

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(3) protect Confidential Information using at least the same precautions the party receiving Confidential Information uses for its own similar information, with no less than a reasonable standard of care.

(b) A party receiving Confidential Information may disclose the Confidential Information to its employees, agents, contractors, and other representatives with a legitimate need to know (including, for the Authority, any subcontractors), if the party receiving the Confidential Information remains responsible for its compliance with this Section 18 and is bound to confidentiality obligations no less protective than those included in this Section 18.

(c) Confidentiality obligations under this Section 18 do not apply to information that the party receiving the information can document: (1) is or becomes public knowledge through no fault of the recipient; (2) it rightfully knew or possessed, without confidentiality restrictions, before receipt from the disclosing party; (3) it rightfully received from a nonparty without confidentiality restrictions; or (4) it independently developed without using or referencing Confidential Information.

(d) The parties acknowledge that a breach of this Section 18 may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this Section 18, the party disclosing the Confidential Information may seek appropriate equitable relief, including an injunction, in addition to other remedies.

(e) A party receiving Confidential Information may disclose Confidential Information to the extent required by Law, including FOIA. If permitted by Law, the party receiving Confidential Information shall provide the party disclosing Confidential Information with reasonable advance notice of the required disclosure and reasonably cooperate, at the disclosing party's expense, to obtain confidential treatment for the Confidential Information.

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19 **Liability Limitations**

(a) Except when prohibited by law, the Authority's entire liability arising out of or related to this Agreement will be subject to a cap of the amounts paid or payable by the Public Agency to the Authority under this Agreement in the twelve (12) months immediately preceding the first incident giving rise to liability.

(b) Neither party will have any liability arising out of or related to this Agreement for indirect, special, incidental, reliance, or consequential damages or damages for loss of use, lost profits, or interruption of business, even if informed of the possibility of any in advance.

20 **Mutual Compliance with Laws**

(a) Each party shall comply with all Laws that apply to its performance under this Agreement, including, but not limited to, the C.J.I.S. Policy Council Act, 1974 PA 163, as amended, MCL 28.211 to 28.216.

(b) Through this Agreement, the parties commit that they will operate all software solutions in conformance with the CJIS Security Policy ("**CJISSECPOL**") Version 6.0 and any successor brought into effect by the Federal Bureau of Investigation

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(the "**FBI**") during the term of this Agreement, but excluding draft versions of CJISSECPOL released for comment or review and similar proposed policy versions that may be released by the FBI but not finally adopted.

(c) In accordance with CJISSECPOL, certain control requirements apply to personnel with unescorted access to unencrypted criminal justice information, including the parties' personnel operating these solutions. These controls include:

(1) PS-3 (Personal Screening), mandating that the criminal justice agency using the Service conduct a fingerprint-based record check on the parties' personnel;

(2) AT-3 (Awareness and Training), mandating that the parties' personnel complete annual CJIS Security Awareness Training; and

(3) SA-9 (External System Services), mandating that the parties' personnel sign the CJIS Security Addendum.

21 **Catastrophic Event**

(a) If a Catastrophic Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply is not a breach if: (1) that party uses Reasonable Efforts to perform those obligations; (2) that party's inability to perform those obligations is not due to its failure to: (A) use Reasonable Efforts to protect itself against events or circumstances of the same type as that Catastrophic Event; or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Catastrophic Event; and (3) that party complies with its obligations under Section 21(b).

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(b) If a Catastrophic Event occurs, the noncomplying party shall promptly notify the other party of the occurrence of that Catastrophic Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter, the noncomplying party shall update that information as reasonably necessary. During a Catastrophic Event, the noncomplying party shall use Reasonable Efforts to limit damages to the other party and to resume its performance under this Agreement.

(c) For purposes of this Section 21, the following definitions apply:

(1) "**Catastrophic Event**" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.

(2) "**Reasonable Efforts**" means, with respect to a given obligation, the efforts, consistent with the practice of other non-state governmental entities in Michigan and their vendors with respect to a Catastrophic

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Event, that a reasonable person in the party's position would use to comply with that obligation as promptly as possible.

22 **Governmental Function; Immunity**

The parties performance of their obligations under this Agreement is a governmental function of providing criminal justice and public safety services to serve the public and to provide aid for persons and property. The parties intend that nothing in this Agreement be interpreted as a waiver by any party of any governmental immunity available to a party under Laws.

23 **Nonparties**

Except as expressly provided in this Agreement, this Agreement does not create for any party and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any party's rights in this Agreement, or any other right.

24 **Non-Assignment**

No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party.

25 **Authority Name Changes**

The Authority may change its name from time to time as provided in Section 5.6 of the Interlocal Agreement. Any such name change shall not require amendment of this Agreement, and all references to the Authority by its former name shall be deemed to refer to the Authority as renamed.

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26 **Modification; Waiver**

(a) Subject to Sections 26(d) and 26(e), no amendment of this Agreement will be effective unless it is in writing, approved by the governing body of the Authority, and signed by an authorized officer of the Public Agency.

(b) The parties may amend the quantities or other items on an Order Form by mutual written agreement.

(c) No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

(d) With notice to the Public Agency, the Authority may modify the Support Policy or Security Measures to reflect new features or changing practices, but the modifications must not be retroactive or materially decrease the Authority's overall obligations during a Term.

(e) An Order Form may not modify any other part of this Agreement unless the Order Form specifically identifies the provisions that it modifies.

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27 **Notice**

(a) A notice or other communication under this Agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows:

(1) if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system;

(2) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it;

(3) if it is delivered by email, when the intended recipient acknowledges by notice in accordance with this Section 27 (but without need for further acknowledgement) having received that message, except that a read receipt or an automatic reply will not constitute acknowledgement of a message for purposes of this Section 27; or

(4) if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

(b) For a notice under this Agreement to be valid, it must be addressed using the information in the Order Form for that party or any other information stated by that party in a notice in accordance with this Section 27.

(c) If a notice addressed to a party is received after 5:00 p.m. on a Business Day at the location specified in the address for that party, or on a day that is not a Business Day at the location specified in the address for that party, then the notice will be deemed to have been received at 9:00 a.m. on the next Business Day.

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28 **Points of Contact**

In addition to notice contact information, the Public Agency shall designate on the Order Form contact information for one individual to act as a primary contact person and a second individual to act as a secondary contact person for the Public Agency for communications relating to the Service and its operation and use. The Public Agency shall notify the Authority of any change in the Public Agency's primary contact person or secondary contact person by notifying the Authority pursuant to Section 27.

29 **Severability**

The parties acknowledge that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, they would want the court to interpret this Agreement as follows:

(a) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;

(b) if an unenforceable provision is modified or disregarded in accordance with this Section 29, by holding that the rest of the Agreement will remain in effect as written;

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(c) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and

(d) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.

30 **Electronic Signatures**

(a) If this Agreement is an Electronically Signed Document, all of the following apply:

(1) the Authority states that the intention of an individual signing on behalf of the Authority on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;

(2) The Public Agency states that the intention of an individual signing on behalf of the Public Agency on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;

(3) the parties acknowledge that the Electronic Signatures on all Electronically Signed Documents are legally binding; and

(4) each party hereby waives all rights to repudiate the authenticity or validity of an Electronic Signature on an Electronically Signed Document to the extent the repudiation is based in whole or in part on the fact that the signature is not in an original handwritten form using physical ink and paper.

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(b) The Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN), as amended, 15 USC 7001 to 7031, or the Uniform Electronic Transactions Act, 2000 PA 305, as amended, MCL 450.831 to 450.849, or both, as applicable, govern an Electronic Signature on this Agreement. The Uniform Computer Information Transactions Act (UCITA) does not govern an Electronic Signature on this Agreement.

(c) For purposes of this Section 30, the following definitions apply:

(1) "**Electronic Signature**" means any form of signature provided on behalf of a party other than an original handwritten signature, including any type of image created in any manner (whether electronically or otherwise), which image could reasonably be interpreted as an indication of the signer's intent to sign the document.

(2) "**Electronically Signed Document**" means any document received by a party in connection with this Agreement, or the correction or amendment of any such document, to which an Electronic Signature is affixed, attached, or otherwise logically associated.

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31 **Governing Law**

Michigan law governs this Agreement.

32 **Jurisdiction and Venue**

Except as otherwise required by law or court rule, as the exclusive means of bringing an adversarial proceeding to resolve any dispute arising out of this Agreement or the subject matter of this Agreement, a party may bring the proceeding in the courts of the State of Michigan.

33 **Entire Agreement**

This Agreement is the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether oral or written, between the parties.

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INTERLOCAL AGREEMENT

This interlocal agreement is between OAKLAND COUNTY, a Michigan body corporate organized under 1973 PA 139, as amended, MCL 45.551 to 45.573 (the "**County**"), the CHARTER TOWNSHIP OF BLOOMFIELD, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34 ("**Bloomfield Township**"), the CHARTER TOWNSHIP OF WHITE LAKE, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34 ("**White Lake Township**"), and each other "**Public Agency**" (as defined in section 1.1(a)(35)) that becomes a "**Participant**" (as defined in section 1.1(a)(29)) pursuant to this agreement.

In 1968, the County created an information system for courts and law enforcement (the "**CLEMIS System**") (as defined in section 1.1(a)(13)) to address the inability of criminal justice and public safety agencies to electronically share data in a timely manner.

Since its creation, the CLEMIS System, which is operated and maintained by the County's Department of Information Technology, has expanded to become a multi-faceted, regional public safety information management system used by the County and many other Public Agencies. The CLEMIS System is composed of several software applications.

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The purpose of the CLEMIS System is to provide innovative technology and related services to criminal justice and public safety agencies to enable the sharing of data and the improved delivery of criminal justice and public safety services. Public Agencies using the CLEMIS System have realized lower costs and efficiencies in providing criminal justice and public safety services, thereby providing first responders additional time to serve and protect residents.

The County has the power, privilege, and authority under Michigan law to provide criminal justice and public safety services.

Bloomfield Township, White Lake Township, and each Participant also each have the power, privilege, and authority to provide criminal justice and public safety services.

Section 28 of article 7 of the Michigan Constitution of 1963 and the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512, authorize a Public Agency to exercise jointly with any other Public Agency any power, privilege, or authority that the Public Agencies share in common and that each might exercise separately.

The parties want to jointly exercise powers related to criminal justice and public safety services and create a new intergovernmental entity to operate and manage the CLEMIS System.

The parties therefore agree as follows:

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ARTICLE 1
DEFINITIONS

1.1 Defined Terms

(a) For purposes of this agreement, the following definitions apply:

(1) "**Act 7**" means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512.

(2) "**Assumed Liabilities**" means that phrase as defined in section 6.2(a)(8).

(3) "**Authority**" means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under section 3.1.

(4) "**Authority Board**" means that phrase as defined in section 4.1.

(5) "**Authorizing Resolution**" means that phrase as defined in section 9.1(b).

(6) "**Bloomfield Township**" means the Charter Township of Bloomfield, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34.

(7) "**Budget Act**" means the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 to 141.440a.

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(8) "**Business Day**" means a day other than a Saturday, Sunday, or legal holiday observed by the State of Michigan.

(9) "**Cash and Cash Equivalents**" means that phrase as defined in section 6.2(c)(1).

(10) "**C.J.I.S. Act**" means the C.J.I.S. Policy Act, 1974 PA 163, as amended, MCL 28.211 to 28.215.

(11) "**CLEMIS Authority**" means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under section 3.1.

(12) "**CLEMIS Main Services Agreement**" or "**CLEMIS MSA**" means the services agreement provided for in section 3.5.

(13) "**CLEMIS System**" means the criminal justice information system for courts and law enforcement created by the County, operated and maintained as "CLEMIS" by the County's Department of Information Technology before February 1, 2026, and transferred to and operated and maintained by the Authority pursuant to this agreement after January 31, 2026.

(14) "**Contracts**" means that term as defined in section 6.2(c)(2).

(15) "**Copyrights**" means that term as defined in section 6.2(c)(5)(C).

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(16) "**County**" means Oakland County, a Michigan body corporate organized under 1973 PA 139, as amended, MCL 45.551 to 45.573.

(17) "**County I.T. Services Agreement**" means that phrase as defined in section 6.7(a).

(18) "**Criminal Justice Agency**" means a court or other Public Agency, or any subunit of the court or Public Agency, that engages in the administration of criminal justice pursuant to a law or executive order and that allocates a substantial part of its annual budget for the administration of criminal justice. Criminal Justice Agency includes a state or federal inspector general office.

(19) "**Effective Date"** means the effective date of this agreement as provided under section 10.1.

(20) "**Executive Committee**" means the executive committee of the Authority Board created under section 4.5.

(21) "**Executive Director**" means the executive director of the Authority provided for under section 4.12.

(22) "**Initial Participants**" includes the County, Bloomfield Township, and White Lake Township.

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(23) "**Intellectual Property**" means that phrase as defined in section 6.2(c)(3).

(24) "**Intellectual Property Agreements**" means that phrase as defined in section 6.2(c)(4).

(25) "**Intellectual Property Assets**" means that phrase as defined in section 6.2(c)(5).

(26) "**Nonparty Claim**" means that phrase as defined in section 11.2(f)(1).

(27) "**OMA**" means the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275, as defined in section 4.3.

(28) "**Operations**" means that term as defined in section 6.2(a)(7).

(29) "**Participant**" means a party to this agreement other than the Initial Participants.

(30) "**Participation Agreement**" means an agreement with a Participant in the form provided at exhibit A.

(31) "**Participation Form**" means that phrase as defined in section 9.1(a).

(32) "**Patents**" means that term as defined in section 6.2(c)(5)(A).

(33) "**Person**" means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including a governmental entity.

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(34) "**Proceeding**" means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.

(35) "**Public Agency**" means a political subdivision of the State of Michigan or of another state of the United States or of Canada, including a state government; a county, city, village, township, charter township, school district, single or multipurpose special district, or single or multipurpose public authority; a provincial government, metropolitan government, borough, or other political subdivision of Canada; an agency of the United States government; or a similar entity of any other state of the United States and of Canada. As used in this section 1.1(a)(35), agency of the United States government includes an Indian tribe recognized by the federal government before 2000 that exercises governmental authority over land within the State of Michigan.

(36) "**Representative**" means that term as defined in section 11.2(f)(2).

(37) "**Tangible Personal Property**" means that phrase as defined in section 6.2(a)(6).

(38) "**Trademarks**" means that term as defined in section 6.2(c)(5)(B).

(39) "**Trade Secrets**" means that phrase as defined in section 6.2(c)(5)(G).

(40) "**Transfer Agreement**" means that phrase as defined in section 6.2(a).

(41) "**Transfer Date**" means that phrase as defined in section 6.2(a).

(42) "**Transferred Assets**" means that phrase as defined in section 6.2(a)(7).

(43) "**White Lake Township**" means the Charter Township of White Lake, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34.

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ARTICLE 2
PURPOSE

2.1 **Purpose of Agreement**

The purpose of this agreement is to create and empower a public body corporate and politic to implement the powers, privileges, and authorities of each of the parties with respect to the subject matter of this agreement, including the operation of a public safety management information system for court and law enforcement purposes.

2.2 **Method for Exercise of Power**

The Authority will exercise power under this agreement as provided in this agreement.

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2.3 **Management and Direction**

The Executive Committee has the responsibility, authority, and right to manage and direct on behalf of the public the functions or services performed or exercised under this agreement to the extent provided in this agreement.

ARTICLE 3
CREATION OF AUTHORITY

3.1 **Creation of CLEMIS Authority**

The Courts and Law Enforcement Management Information System (CLEMIS) Authority is hereby created as a separate legal entity for the purpose of exercising the powers, privileges, and authorities under this agreement and applicable law, including executing the provisions of this agreement. The Authority is a public body corporate and politic. The Authority may use the name "CLEMIS Authority".

3.2 **Principal Office**

The principal office of the Authority will be at a location determined by the Executive Committee.

3.3 **Title to Authority Assets**

Unless otherwise expressly provided in this agreement, all property of the Authority is owned by the Authority as a separate legal entity and public body corporate and politic, and no party has any ownership interest in property of the Authority.

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3.4 **Tax-Exempt Status**

(a) The Authority must not be operated for profit.

(b) No part of any earnings of the Authority may inure to the benefit of a Person other than the Initial Participants or the Participants.

(c) The parties intend that the activities of the Authority are tax exempt as governmental functions carried out by an instrumentality or political subdivision of government under section 115 of the Internal Revenue Code of 1986, as amended, 26 USC 115, or any corresponding provisions of any future federal tax code.

(d) The parties also intend that the activities of the Authority are governmental functions carried out by a political subdivision of the State of Michigan, exempt to the extent provided under Michigan law from taxation, including all of the following:

(1) income taxes under the City Income Tax Act, 1964 PA 284, as amended, MCL 141.501 to 141.787;

(2) sales taxes under the General Sales Tax Act, 1933 PA 167, as amended, MCL 205.51 to 205.78;

(3) use taxes under the Use Tax Act, 1937 PA 94, as amended, MCL 205.91 to 205.111;

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(4) income taxes under the Income Tax Act of 1967, 1967 PA 281, as amended, MCL 206.1 to 206.847; and

(5) property taxes under The General Property Tax Act, 1893 PA 206, as amended, MCL 211.1 to 211.155.

3.5 **CLEMIS Main Services Agreement**

After January 31, 2026, each party also must be a party to a CLEMIS Main Services Agreement ("**CLEMIS MSA**") between the party and the Authority relating to the use of the CLEMIS System by that party. The Authority may enter into a CLEMIS MSA with a Public Agency that is not an Initial Participant or a Participant.

3.6 **Statements of Fact**

(a) Each party states that it has taken all action and secured all approvals required to permit the party to enter into this agreement.

(b) Each party states that the individual signing this agreement on behalf of the party has the legal authority to sign this agreement and to bind the party to the terms of this agreement.

(c) The verb used to introduce a statement of fact in this agreement is not intended to affect the remedies available for inaccuracy of that statement of fact.

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ARTICLE 4
GOVERNANCE

4.1 **Authority Board**

(a) A board is created for the Authority (the "**Authority Board**") as required by section 7(1) of Act 7, MCL 124.507(1). The Authority Board includes all of the following members:

(1) one member appointed by the governing body of the County;

(2) one member appointed by the governing body of Bloomfield Township;

(3) one member appointed by the governing body of White Lake Township;

(4) one member appointed by the governing body of each Participant;

(5) one member appointed by the county executive of the County (the "**County Executive**") who is an employee or officer of the County;

(6) one member appointed by the County Executive who is an employee or officer of the Office of the Oakland County Sheriff; and

(7) 15 other members appointed by the County Executive.

(b) All of the following apply to a member of the Authority Board appointed under section 4.1(a):

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(1) each member must be appointed for a term of four years unless the member is being appointed to fill a vacancy caused for a reason other than the expiration of a term;

(2) a member may be removed from the Authority Board at the will of the appointing authority for the member;

(3) a vacancy caused for a reason other than the expiration of a term must be filled by the appointing authority for the vacating member for the remainder of the vacating member's unexpired term; and

(4) a member may continue to serve after the expiration of the member's term until a successor is appointed and qualified.

(c) Before entering upon the duties as a member of the Authority Board, each member of the Authority Board must take and subscribe to the oath of office required by section 1 of article 11 of the Michigan Constitution of 1963. A copy of each oath of office must be filed with the clerk of the County.

(d) An appointing authority under section 4.1(a) shall notify the Executive Committee of any appointments made under section 4.1(a).

4.2 **Authority Board Powers**

The Authority Board shall review the annual audit of the Authority, may evaluate the performance of the Authority, and shall, if required by law, review acts of the Executive Committee. The Authority Board may advise the Executive Committee on all matters relating to the Authority, including the Authority's budget and amendments to this agreement.

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4.3 **Authority Board Meetings**

The County Executive shall convene the initial meeting of the Authority Board. The Authority Board shall hold at least one annual meeting at the place, date, and time determined by the Authority Board. Meetings of the Authority Board must comply with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275 (the "**OMA**"). Public notice of the time, date, and place of Authority Board meetings must be provided in the manner required by the OMA.

4.4 **Authority Board Quorum and Voting**

A majority of the members of the Authority Board then in office will constitute a quorum for the transaction of Authority Board business. The Authority Board shall act by a majority vote of the members appointed and serving at the time of the vote. Members of the Authority Board shall not engage in proxy voting.

4.5 **Executive Committee**

(a) An executive committee of the Authority Board (the "**Executive Committee**") is hereby created.

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(b) The Executive Committee consists of the following nine members of the Authority Board:

(1) the member of the Authority Board appointed by the County Executive under section 4.1(a)(5); and

(2) eight members appointed by the County Executive, including all of the following:

(A) two members of the Authority Board representing cities, townships, or villages;

(B) one member of the Authority Board representing counties; and

(C) five members of the Authority Board representing other Public Agencies.

(c) The initial terms of office of the members of the Executive Committee appointed under section 4.5(b)(2) will be as follows:

(1) two members appointed for a term of four years;

(2) two members appointed for a term of three years;

(3) two members appointed for a term of two years; and

(4) two members appointed for a term of one year.

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(d) After the initial terms under section 4.5(b)(2), subsequent appointments of members of the Executive Committee appointed under section 4.5(b)(2) will be for terms of four years. The County Executive shall fill a vacancy on the Executive Committee caused other than by expiration of a term in the same manner as the original appointment under section 4.5(b)(2) for the balance of the unexpired term.

(e) A member of the Executive Committee may continue to serve after the expiration of the member's term until a successor is appointed and qualified.

(f) To serve as a member of the Executive Committee, a person must be a member of the Authority Board.

(g) Before entering upon the duties as a member of the Executive Committee, each member of the Executive Committee must take and subscribe to the oath of office required by section 1 of article 11 of the Michigan Constitution of 1963. A copy of each oath of office must be filed with the clerk of the County.

4.6 **Executive Committee Powers**

Except as otherwise provided in section 4.2, the Executive Committee shall exercise the powers of the Authority. The Executive Committee shall appoint the Executive Director of the Authority. The Executive Committee has the power to manage and direct on behalf of the public the functions or services performed under this agreement. The Executive

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Committee is responsible for compliance by the Authority with rules and procedures applicable to the Authority under the C.J.I.S. Act.

4.7 **Executive Committee Meetings**

The member of the Executive Committee described in section 4.5(b)(1) shall convene the initial meeting of the Executive Committee and shall serve as chairperson of the Executive Committee. The Executive Committee shall meet regularly at the place, date, and time as the Executive Committee determines, but not less than quarterly. Meetings of the Executive Committee must comply with the OMA. Public notice of the time, date, and place of Executive Committee meetings must be given in the manner required by the OMA.

4.8 **Executive Committee Quorum and Voting**

A majority of the members of the Executive Committee then in office constitutes a quorum for the transaction of business. The Executive Committee shall act by a majority vote of its members. Members of the Executive Committee shall not engage in proxy voting.

4.9 **Bylaws**

The Executive Committee may adopt bylaws consistent with this agreement and applicable law governing the activities of the Executive Committee.

4.10 **Committees**

(a) The Executive Committee shall establish a Finance Committee as an advisory body consisting of members of the Authority Board to advise the Executive Committee not less than once per year on fees and other charges sufficient to pay the expenses of the CLEMIS System and the Authority.

(b) The Executive Committee may establish other committees consisting of members of the Authority Board to advise the Executive Committee on matters relating to the Authority and this agreement.

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4.11 **Advisory Groups**

The Executive Committee may establish advisory groups consisting of individuals representing parties to this agreement and persons or entities to which the Authority provides services to advise the Executive Committee on matters relating to the Authority, including a user advisory group.

4.12 **Executive Director**

The Executive Committee shall appoint the chief executive officer of the Authority (the "**Executive Director**"). The Executive Director shall administer all programs, funds, personnel, contracts, and all other administrative functions of the Authority, subject to oversight of the Executive Committee. The Executive Director shall receive compensation as determined by the Executive Committee. All terms and conditions of the Executive Director's employment, including length of service, must be specified in a written contract between the Executive Director and the Authority. The Executive Director will serve at the pleasure of the Executive Committee, and the Executive Committee may remove or

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discharge the Executive Director by a vote of at least a majority of the members of the Executive Committee.

4.13 **Fiduciary Duty**

The members of the Authority Board, the Executive Committee, and the Executive Director are under a fiduciary duty to conduct the activities and affairs of the Authority in the best interests of the Authority, including the safekeeping and use of all Authority money and other Authority assets for the benefit of the Authority. The members of the Authority Board, the Executive Committee, and the Executive Director shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

4.14 **Compensation**

The members of the Authority Board and the Executive Committee will receive no compensation for the performance of their duties. A member of the Authority Board or the Executive Committee may engage in private or public employment, or in a profession or business. Members of the Authority Board and the Executive Committee may be reimbursed by the Authority for expenses incurred (such as travel and meals) relating to the performance of official duties of the Authority.

4.15 **Ethics and Conflicts of Interest**

The Executive Committee shall adopt ethics policies governing the conduct of Authority Board members, the Executive Committee, and the officers and employees of the Authority. The policies must be no less stringent than those provided for public officers and employees under 1973 PA 196, as amended, MCL 15.341 to 15.348. Members of the Authority Board, the Executive Committee, and the officers and employees of the Authority will be deemed to be public servants under 1968 PA 317, as amended, MCL 15.321 to 15.330, and are subject to any other applicable laws with respect to conflicts of interest. The Executive Committee shall establish policies and procedures requiring disclosure of relationships that may give rise to conflicts of interest.

4.16 **Fees and Charges**

The Executive Committee shall establish fees and other charges sufficient with other resources to pay the expenses of the CLEMIS System and the Authority. When establishing fees and other charges, the Executive Committee shall consider any recommendation from the Finance Committee required by section 4.10(a).

ARTICLE 5
POWERS OF AUTHORITY

5.1 **General Powers**

(a) In carrying out its purposes and otherwise executing this agreement, the Authority may perform, or perform with any Person, as applicable, any power, privilege, or authority that the parties share in common and that each might exercise separately

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to the fullest extent permitted by Act 7 and other applicable law. The enumeration of a power in this agreement is not a limitation upon the powers of the Authority.

(b) Among other things, the Authority may do all of the following:

(1) make or enter into contracts;

(2) employ agencies or employees;

(3) acquire, construct, manage, maintain, or operate buildings, works, or improvements;

(4) acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property;

(5) incur debts, liabilities, or obligations that, except as expressly authorized by the parties, do not constitute the debts, liabilities, or obligations of any of the parties;

(6) cooperate with a Public Agency or an agency or instrumentality of the Public Agency;

(7) make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further its purposes;

(8) form other entities necessary to further the purposes of this agreement; and

(9) sue and be sued in the name of the Authority.

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(c) The Authority may not bind a party to this agreement, unless otherwise agreed to by the party.

(d) The Authority may not levy a tax.

5.2 **Additional Powers**

(a) The Authority also may do all of the following:

(1) employ, engage, compensate, transfer, or discharge necessary personnel, subject to the provisions of applicable law;

(2) fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans;

(3) promulgate necessary rules and provide for their enforcement by or with the assistance of the parties to accomplish the purposes of this agreement;

(4) accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this agreement;

(5) apply for and accept grants, loans, or contributions from any source and secure grants, loans, or other contributions;

(6) make claims for federal or state aid payable to a party on account of the execution of this agreement, with the consent of the party;

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(7) determine the manner of responding for any liabilities that might be incurred through performance of the Agreement and insure against any such liability;

(8) adjudicate disputes or disagreements, the effects of failure of the parties to pay their shares of the costs and expenses agreed to by the parties, and the rights of the other parties in such cases;

(9) engage auditors to perform independent audits of the financial statements of the Authority;

(10) invest surplus funds or proceeds of grants, gifts, or bequests and adopt an investment policy in connection therewith;

(11) employ legal, financial, and technical experts, other officers, agents, or employees, and accept voluntary provision of such services and functions from donor individuals and entities;

(12) study, develop, and prepare reports or plans the Authority considers necessary to further the purposes of this agreement and to monitor and evaluate performance under this agreement; and

(13) indemnify, as permitted by law, and procure insurance indemnifying any members of the Authority Board, Executive Committee, or officers or employees of the Authority from personal loss or accountability from liability asserted by any Person for any acts or omissions of the Authority.

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(b) The Authority may enter into agreements, contracts, or arrangements with a Public Agency or other Person necessary or appropriate to assist the Authority in carrying out its duties and functions.

(c) The Authority may accept gifts, grants, bequests, and other donations for use in performing the Authority's functions. Money or property accepted must be used as directed by the donor in accordance with applicable law, rules, and procedures. The Authority may receive local, state, and federal funds to accomplish its purposes.

(d) The Authority may form and own other legal entities to further the purposes of this agreement. The Authority may cooperate with a Public Agency, an instrumentality of that Public Agency, or other legal or administrative entities created under Act 7.

5.3 **Bonds or Notes; Limitation**

(a) The Authority shall not issue any type of bond in its own name, except as provided in this section 5.3, or in any way indebt a party except as expressly authorized by that party.

(b) The Authority may borrow money and issue bonds or notes in its name for local public improvements or for economic development purposes, but the Authority must not borrow money or issue bonds or notes for an amount that, together with the total outstanding bonded indebtedness of the Authority, exceeds 2 mills of the taxable value of the taxable property within the geographic areas of the parties as

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determined under section 27a of The General Property Tax Act, as amended, 1893 PA 206, MCL 211.27a, unless otherwise authorized by Act 7.

(c) Bonds or notes issued by the Authority are the debt of the Authority and not of the parties.

(d) Bonds or notes issued by the Authority are for an essential public and governmental purpose. Pursuant to section 7(7) of Act 7, MCL 124.507(7), bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes.

(e) Bonds or notes issued by the Authority are subject to the Revised Municipal Finance Act, 2001 PA 34, as amended, MCL 141.2101 to 141.2821.

5.4 **Criminal Justice Agency**

(a) The Authority may exercise the powers, privileges, and authorities of a Criminal Justice Agency. The Authority is hereby designated to perform criminal justice functions and authorized to perform the administration of criminal justice.

(b) The Authority shall comply with applicable state and federal laws relating to criminal justice information, including the C.J.I.S. Policy Act, 1974 PA 163, as amended, MCL 28.211 to 28.215)(the "**C.J.I.S. Act"**), and applicable provisions of the state administrative rules promulgated pursuant to the C.J.I.S. Act.

(c) To the extent permitted by applicable law, the Authority may obtain an originating agency identifier (ORI) assignment from the Criminal Justice Information Services Division of the Federal Bureau of Investigation.

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5.5 **Limitation on Political Activity**

The Authority shall not spend any public funds on political activities. This section 5.5 is not intended to prohibit the Authority from engaging in activities permitted under the Michigan Campaign Finance Act, 1976 PA 388, as amended, MCL 169.201 to 169.282.

5.6 **Name of Authority and System**

The Executive Committee may change the name of the Authority and the name used for the CLEMIS System. The Executive Committee shall notify each party to this agreement of a name change under this section 5.6. A name change under this section 5.6 is effective upon a date provided by the Executive Committee after notice required by this section is provided.

ARTICLE 6
CONTRIBUTIONS BY COUNTY

6.1 **Startup Advance**

Not less than 10 Business Days after the Effective Date, the County shall transfer to the Authority $250,000.00 for the initial startup costs of the Authority.

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6.2 **Transfer of CLEMIS System Assets to Authority**

(a) Subject to section 6.2(b), effective February 1, 2026 (the "**Transfer Date**"), the County shall transfer to the Authority all of the following both owned by the County and relating to the CLEMIS System, as provided in a transfer agreement between the County and the Authority entered into before the Transfer Date (the "**Transfer Agreement**"):

(1) Cash and Cash Equivalents, including money relating to the CLEMIS System in County internal fund numbers FND53500 (CLEMIS) and FND53100 (Fire Records Management);

(2) accounts or notes receivable owned by the County, and any security, claim, remedy, or other right related to each such account or note receivable;

(3) inventory, finished goods, raw materials, work in progress, packaging, supplies, parts, and other inventories (including consumables);

(4) Contracts;

(5) Intellectual Property Assets;

(6) furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones, and other tangible personal property (the "**Tangible Personal Property**");

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(7) any permits or licenses issued by a governmental authority held by the County and required for the conduct of the operations of the CLEMIS System (the "**Operations**") or for the ownership and use of the assets transferred under the Transfer Agreement ("**Transferred Assets**");

(8) any rights to any actions of any nature available to or being pursued by the County to the extent related to the Operations, the Transferred Assets, or liabilities assumed by the Authority under the Transfer Agreement (the "**Assumed Liabilities**"), whether arising by way of counterclaim or otherwise;

(9) any prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, and fees;

(10) any of the County's rights under warranties, indemnities, and all similar rights against other Persons to the extent related to any assets transferred under the Transfer Agreement;

(11) any insurance benefits, including rights and proceeds, arising from or relating to the Operations, the Transferred Assets, or the Assumed Liabilities;

(12) copies of any records, including books of account, ledgers, and general, financial, and accounting records, CLEMIS System user lists, user purchase

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histories, user agreements, supplier lists, quality control records and procedures, user complaints and inquiry files, research and development files, records and data, strategic plans, internal financial statements, marketing and promotional surveys, material and research, and files relating to the Intellectual Property Assets and the Intellectual Property Agreements; and

(13) the goodwill and the going concern value of the Operations.

(b) The Transfer Agreement may designate assets retained by the County and not transferred to the Authority.

(c) For purposes of this section 6.2, the following definitions apply:

(1) "**Cash and Cash Equivalents**" means any cash and cash equivalents (including commercial paper, certificates of deposit, and other bank deposits, treasury bills, short-term investments, and all other marketable securities), investment accounts, and other similar cash items, less uncleared checks, wires, automated clearinghouse (ACH) settlements, and drafts.

(2) "**Contracts**" means any contracts, licenses, instruments, notes, commitments, undertakings, joint ventures, donation agreements, and any other agreements, commitments, and legally binding arrangements, whether written or oral, including any legally binding amendments to the preceding.

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(3) "**Intellectual Property**" means Intellectual Property both owned by the County and used or held for use in the conduct of the operations of the CLEMIS System as currently conducted or proposed to be conducted, and all (A) royalties, fees, income, payments, and other proceeds now or later due or payable to the County relating to the Intellectual Property, and (B) claims and causes of action relating to the Intellectual Property, whether accruing before, on, or after the Transfer Date, including any rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation of applicable law.

(4) "**Intellectual Property Agreements**" means any license, sublicense, consent to use agreement, settlement, coexistence agreement, covenant not to sue, waiver, release, permission, or other agreement, written or oral, relating to Intellectual Property that is used or held for use in the conduct of the Operations as currently conducted or proposed to be conducted to which the County is a party, beneficiary, or otherwise bound.

(5) "**Intellectual Property Assets**" means any rights in, arising out of, or associated with any of the following in any jurisdiction:

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(A) issued patents and patent applications (whether provisional or non-provisional), including divisional, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the preceding and other government issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) ("**Patents**");

(B) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, and the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing ("**Trademarks**");

(C) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the preceding ("**Copyrights**");

(D) internet domain names (including "clemis.org") and social media accounts or user names (including handles), whether or not Trademarks, any associated web addresses, URLs, websites and web pages, social media sites, and pages, and any content and data on or relating to the websites and web pages, social media sites, and pages, whether or not Copyrights;

In Process

(E) mask works, and any registrations, applications for registration, and renewals of the registrations or applications for registration;

(F) industrial designs, and all Patents, registrations, applications for registration, and renewals;

(G) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, Technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and any related rights ("**Trade Secrets**");

(H) computer programs, operating systems, applications, firmware, and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other related documentation;

(I) rights of publicity; and

(J) any other intellectual or industrial property and proprietary rights.

6.3 **Other Assets**

On the Transfer Date, in addition to other assets transferred by the County to the Authority, the County shall transfer $9,750,000.00 to the Authority.

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6.4 **Liabilities and Contingencies**

On the Transfer Date, the County shall transfer to the Authority and the Authority shall assume the liabilities and contingencies of the County relating to the CLEMIS System as detailed in the Transfer Agreement.

6.5 **County Property and Facilities**

Beginning on the Transfer Date, and continuing through September 30, 2027, the County shall provide the Authority with the use of County facilities and property needed for the operation of the CLEMIS System by the Authority as provided in the Transfer Agreement, including a separately executed lease agreement. The Authority may enter into agreements with the County for the use of County property and facilities effective after September 30, 2027.

6.6 **County Telecommunications and Network Equipment and Services**

Beginning on the Transfer Date and continuing through September 30, 2027, the County shall provide the Authority with the use of the County telecommunications and network equipment and services as provided in the Transfer Agreement. The Authority may enter into agreements with the County for the use of County telecommunications and network equipment effective after September 30, 2027.

6.7 **County I.T. Services Agreements**

In Process

(a) By October 3, 2025, the County shall notify each Public Agency that is a party to an agreement for information technology services with the County providing the Public Agency with access to the CLEMIS System (each a "**County I.T. Services Agreement**") of the cancellation of the County I.T. Services Agreement by the County effective February 1, 2026.

(b) When providing notice to a Public Agency under section 6.7(a), the County shall provide the Public Agency with information provided by the Authority regarding the transfers provided under this agreement and instructions on how the Public Agency may enter into an agreement with the CLEMIS Authority for continued access to the CLEMIS System after January 31, 2026.

(c) If the County enters into a County I.T. Services Agreement after the Effective Date, the County I.T. Services Agreement must provide for the termination of the County I.T. Services Agreement effective February 1, 2026.

(d) The County and the Authority may enter into agreements and execute other documents necessary to effectuate this section 6.7.

6.8 **Other Revenue**

After January 31, 2026, the County shall transfer to the Authority money paid to the County and attributable to the CLEMIS System. A transfer under this section 6.8 must be paid to the Authority within 15 Business Days after the end of the month in which money is paid to the County.

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6.9 **Nonparty Consents**

To the extent that the County's rights under any agreement or permit that is a Transferred Asset under the Transfer Agreement, or any other Transferred Asset under the Transfer Agreement, may not be assigned to the Authority without the consent of another Person, and the consent has not been obtained as of the Transfer Date, it is the intent of the parties that this Agreement not be construed to assign the Transferred Asset to the Authority if the attempted assignment would constitute a breach of the agreement or permit or be unlawful, and the County shall use reasonable efforts to obtain any required consent as promptly as possible. If any consent is not obtained or if any attempted assignment would be ineffective or would impair the Authority's rights under the Transferred Asset in question, so that the Authority would not effectively acquire the benefit of the rights relating to the Transferred Asset, the County, to the extent permitted by applicable law and the Transferred Asset, shall act after the Transfer Date as the Authority's agent to obtain for the Authority the benefits under the Transferred Asset and shall cooperate to the extent permitted by applicable law and the Transferred Asset in any other reasonable arrangement designed to provide the benefits to the Authority.

ARTICLE 7
EMPLOYEES

7.1 **Employer of Personnel**

(a) The Authority must function as the employer of any employees of the Authority and has the responsibility, authority, and right to manage and direct the employees of the Authority.

(b) No employment relationship exists between the Authority and an employee of an Initial Participant or a Participant.

7.2 **Transfer of County Employees**

(a) On the Transfer Date, the County shall transfer to the Authority each employee of the County indicated in the Transfer Agreement that remains an employee of the County on January 31, 2026. Upon transfer to the Authority, the employees transferred under this section 7.2(a) will each be an employee of the Authority and not employees of the County.

(b) On the Transfer Date, the County shall detail (as provided in this section 7.2(b)) to the Authority each employee of the County indicated in the Transfer Agreement that remains an employee of the County on January 31, 2026. Employees of the County detailed to the Authority under this section 7.2(b) are not employees of the Authority and remain employees of the County. Employees described in this section 7.2(b) will continue within the County's merit system (as applicable to any County merit system employee), and the County's compensation and benefit system, including wages, retirement benefits, seniority, medical leave, vacation, healthcare, and other benefits, with those costs paid by the Authority while the employee is detailed to the Authority. Employees detailed under this section 7.2(b) are subject to direction and

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supervision in the performance of tasks by the Authority, but the County will function as the employer of the employees detailed under this section 7.2(b) and will otherwise have the responsibility, authority, and right to manage and direct the employees. The Authority and the County may enter into agreements relating to the detail of employees under this section 7.2(b).

ARTICLE 8
RECORDS AND FINANCES

8.1 **Authority Records**

(a) The Authority shall keep and maintain at the principal office of the Authority all documents and records of the Authority.

(b) The records of the Authority must include a copy of this agreement, each Participation Agreement, any amendments to this agreement, and any amended and restated agreement.

(c) The Authority shall make the records of the Authority available to the parties.

(d) The records and documents of the Authority must be maintained until termination of this agreement. Upon termination of this agreement, the records and documents of the Authority must be transmitted to the County.

8.2 **Freedom of Information Act**

In Process

The Authority shall comply with the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 to 15.246.

8.3 **Uniform Budgeting and Accounting Act**

(a) The Authority shall be subject to and comply with the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 to 141.440a.

(b) Unless otherwise designated by the Executive Committee, the Executive Director shall serve as the chief administrative officer of the Authority for purposes of the Budget Act.

(c) The Executive Committee shall prepare all budgets and budget amendments and the Executive Committee shall approve all budgets and budget amendments for the Authority for each fiscal year of the Authority.

8.4 **Financial Statements and Reports**

(a) The Authority shall prepare, or cause to be prepared, at the Authority's expense, audited financial statements (balance sheet, statement of revenue and expenses, statement of cash flows, and changes in fund balance) on an annual basis.

(b) The audited financial statements must be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

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(c) A copy of the annual financial statement and report must be filed with the Michigan Department of Treasury and the Authority shall make a copy available to the Authority Board, the Executive Committee, and each of the parties.

8.5 **Deposits and Investments**

The Authority shall deposit and invest money of the Authority not otherwise employed in carrying out the purposes of the Authority in accordance with an investment policy adopted by the Executive Committee that is consistent with applicable law.

8.6 **Disbursements**

Disbursements of money of the Authority must be in accordance with the budget for the Authority adopted by the Executive Committee, consistent with any guidelines or disbursement policies established by the Executive Committee, and in accordance with applicable law.

8.7 **Audits**

(a) The Executive Committee may establish a dedicated audit committee for the purpose of overseeing the accounting and financial reporting processes of the Authority and audits of its financial statements and making recommendations to the Authority Board on approval of the annual audit.

(b) If an audit committee is established, the Executive Committee shall establish specific duties and obligations for the audit committee and standards and qualifications for membership of that committee.

In Process

(c) The Executive Committee may require at least one member of an audit committee to be specifically knowledgeable about financial reports.

ARTICLE 9
ADMISSION OF PARTICIPANTS

9.1 **Admission Procedure**

(a) After the Effective Date, a Public Agency may become a Participant by submitting to the Authority a participation agreement signed by the Public Agency in the form included at exhibit A (a "**Participation Form**") in a manner consistent with this section 9.1 and any procedures adopted by the Executive Committee.

(b) A Participation Form must be accompanied by a resolution of the governing body of the Public Agency in substantially the form provided at exhibit B (the "**Authorizing Resolution**").

(c) A Participation Form also must be accompanied by a CLEMIS MSA signed by the Public Agency.

(d) The Executive Director may approve or deny a request from a Public Agency to become a Participant. If the Executive Director approves the request from the Public Agency, the Executive Director shall sign the Participation Form and the CLEMIS

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MSA submitted by the Public Agency and transmit a signed copy of the Participation Form and the CLEMIS MSA to the Public Agency.

(e) A Public Agency approved under section 9.1(d) shall do both of the following:

(1) File a copy of (A) the Participation Form signed by the Public Agency and the Authority, (B) a copy of the Authorizing Resolution for the Public Agency, and (C) this agreement with the county clerk of each county in which the Public Agency is located; and

(2) Notify the Authority of the Public Agency's compliance with section 9.1(e)(1).

(f) After notification under section 9.1(e)(2), the Authority shall file a copy of (A) the Participation Form signed by the Public Agency and the Authority, (B) a copy of the Authorizing Resolution for the Public Agency, and (C) this agreement with the clerk of the County.

(g) If the Executive Director does not approve a request from a Public Agency under this section 9.1, the Public Agency is not a Participant.

9.2 **Admission Date**

The effective date of admission of a Participant is the day on which sections 9.1(e) and 9.1(f) are complied with for the Participant.

9.3 **Admission not an Amendment**

In Process

The admission of an additional Participant is not otherwise an amendment to this agreement.

ARTICLE 10
TERM, DURATION, WITHDRAWAL, AND TERMINATION

10.1 **Effective Date**

(a) This agreement is effective beginning on the day (the "**Effective Date**") that all of the following are satisfied:

(1) this agreement is approved by the township board of Bloomfield Township;

(2) this agreement is approved by the township board of White Lake Township;

(3) this agreement is approved by the board of commissioners of the County;

(4) this agreement is signed by the supervisor of Bloomfield Township;

(5) this agreement is signed by the supervisor of White Lake Township;

(6) this agreement is signed by the County Executive;

(7) a copy of this agreement is filed with the clerk of the County; and

(8) a copy of this agreement is filed with the Secretary of State.

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10.2 **Term**

(a) This agreement is effective beginning on the Effective Date and continues for an initial term of 15 years (the "**Initial Term**").

(b) After the Initial Term, the agreement is extended in five-year increments unless not extended by joint action of the parties.

(c) The term of this agreement also ends upon one or more of the following:

(1) withdrawal by all parties under sections 10.3 and 10.4;

(2) withdrawal by the County under section 10.3;

(3) withdrawal by all Initial Participants and Participants under section 10.4; or

(4) the Transfer Agreement is not approved and effective before February 1, 2026.

10.3 **Withdrawal by County**

The County may withdraw as a party to this agreement upon 18 months' notice of its withdrawal to the Authority. The Authority by the vote of at least three-fourths of the serving members of the Executive Committee may waive the notice period under this section 10.3.

10.4 **Withdrawal by Others**

Initial Participants and Participants other than the County may withdraw from this agreement upon six months' notice to the Authority. The withdrawal of an Initial Participant or Participant other than the County will not terminate or otherwise affect this agreement as to the remaining parties if the County and at least one additional Initial Participant or Participant remains a party to this agreement.

In Process

10.5 **Termination or Expiration of CLEMIS MSA**

After January 31, 2026, if an Initial Participant or a Participant terminates the CLEMIS MSA between the Initial Participant or Participant and the Authority or the CLEMIS MSA between the Initial Participant or Participant and the Authority expires, the Initial Participant or the Participant's status as a party to this agreement expires upon the termination or expiration of the CLEMIS MSA.

10.6 **Disposition upon Termination**

(a) As soon as possible after termination of this agreement, the Authority shall wind up its affairs as follows:

(1) all of the Authority's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Authority and distribution of its assets must be paid first; and

(2) title to all property and assets owned by the Authority must be distributed as directed by the Executive Committee, which may include transfer of the property and assets to the County.

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ARTICLE 11
ADDITIONAL PROVISIONS

11.1 **Legal Compliance**

Each party shall comply with the laws and regulations applicable to its activities under this agreement.

11.2 **Relationship and Responsibilities of Parties**

(a) No party is responsible for the acts of the Authority or of the Representatives of any other party, whether acting separately or in conjunction with the implementation of this agreement. The parties are only bound and obligated under this agreement as expressly agreed by each party under this agreement and no party may otherwise obligate any other party because of this agreement.

(b) Each party is responsible for any Nonparty Claims brought against that party and for the acts or omissions of its Representatives arising out of this agreement.

(c) Except as otherwise provided in this agreement, for any dispute arising out of this agreement, each party shall seek its own legal representation and bear the costs of that representation.

(d) The parties hereby acknowledge that no party is legally authorized to indemnify any other party or the Authority. The parties hereby acknowledge that the Authority is not legally authorized to indemnify any party.

In Process

(e) A party will not be liable to another party or any other Person for any consequential, incidental, indirect, special, or punitive damages arising out of this agreement regardless of whether the party was informed of the possibility of those damages.

(f) For purposes of this section 11.2, the following definitions apply:

(1) "**Nonparty Claim**" means any Proceeding brought by someone other than a party against one or more parties that arises out of this agreement.

(2) "**Representative**" means, with respect to a party, any of that party's officers, employees, agents, consultants, advisors, or other representatives.

11.3 **Nonparties**

Except as expressly provided in this agreement, this agreement does not create for any Person and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any party's rights in this agreement, or any other right.

11.4 **Governmental Function**

The parties acknowledge that the performance of this agreement is the governmental function of providing criminal justice and public safety services to serve and to provide aid for persons and property.

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11.5 **No Waiver of Governmental Immunity**

The parties believe that nothing in this agreement is a waiver by any party of any governmental immunity provided under Act 7 or other law.

11.6 **Non-Assignment**

No party may assign any of its rights or delegate any of its obligations under this agreement without the prior written consent of the other parties.

11.7 **Modification; Waiver**

(a) No amendment of this agreement will be effective unless it is in writing, approved by the governing body of each party, and signed by an authorized officer of the party.

(b) Each party hereby consents to the filing by the Authority of an amendment under section 11.7(a) approved by each party to the amendment on behalf of each party to the amendment.

(c) No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

11.8 **Notice**

(a) A notice or other communication under this agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows:

(1) if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system;

(2) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it; or

(3) if it is delivered by email, when the intended recipient acknowledges by notice in accordance with this section 11.8 (but without need for further acknowledgement) having received that message, except that a read receipt or an automatic reply will not constitute acknowledgement of a message for purposes of this section 11.8; and

(4) if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

(b) For a notice under this agreement to be valid, it must be addressed using the information below for that party or any other information stated by that party in a notice in accordance with this section 11.8:

To County: Oakland County
2100 Pontiac Lake Rd
Waterford, MI 48328-2762

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To Bloomfield Township	Charter Township of Bloomfield 4200 Telegraph Rd Bloomfield Township, MI 48302-2038
To White Lake Township	White Lake Police Department 7525 Highland Rd White Lake, MI 48383-2938
To a Participant:	To the address provided by the Participant in the Participation Agreement for that Participant.

(c) If a notice addressed to a party is received after 5:00 p.m. on a Business Day at the location specified in the address for that party, or on a day that is not a Business Day at the location specified in the address for that party, then the notice will be deemed to have been received at 9:00 a.m. on the next Business Day.

11.9 **Severability**

The parties acknowledge that if a dispute between the parties arises out of this agreement or the subject matter of this agreement, they would want the court to interpret this agreement as follows:

(1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;

(2) if an unenforceable provision is modified or disregarded in accordance with this section 11.9, by holding that the rest of the contract will remain in effect as written;

(3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and

(4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire contract unenforceable.

In Process

11.10 **Electronic Signatures**

(a) If a Participation Agreement is an Electronically Signed Document, all of the following apply:

(1) the Authority states that the intention of the individual signing on behalf of the Authority on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;

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(2) each Participant states that the intention of the individual signing on behalf of the Participant on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;

(3) the parties acknowledge that the Electronic Signatures on all Electronically Signed Documents are legally binding; and

(4) each party hereby waives all rights to repudiate the authenticity or validity of an Electronic Signature on an Electronically Signed Document to the extent the repudiation is based in whole or in part on the fact that the signature is not in an original handwritten form using physical ink and paper.

(b) The Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN), as amended, 15 USC 7001 to 7031, or the Uniform Electronic Transactions Act, 2000 PA 305, as amended, MCL 450.831 to 450.849, or both, as applicable, govern an Electronic Signature on this agreement or a Participation Agreement for a Participant. The Uniform Computer Information Transactions Act (UCITA) does not govern an Electronic Signature on this agreement or a Participation Agreement for a Participant.

(c) For purposes of this section 11.10, the following definitions apply:

(1) "**Electronic Signature**" means any form of signature provided on behalf of a party other than an original handwritten signature, including any type of image created in any manner (whether electronically or otherwise), which image could reasonably be interpreted as an indication of the signer's intent to sign the document.

(2) "**Electronically Signed Document**" means any document received by a party in connection with this agreement or a Participation Agreement for a Participant, or the correction or amendment of any such document, to which an Electronic Signature is affixed, attached, or otherwise logically associated.

In Process

11.11 **Counterparts**

If the parties sign this agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.

11.12 **Governing Law**

Michigan law governs any adversarial Proceeding arising out of this agreement.

11.13 **Jurisdiction and Venue**

Except as otherwise required by law or court rule, as the exclusive means of bringing an adversarial Proceeding to resolve any dispute arising out of this agreement or the subject matter of this agreement, a party may bring the Proceeding in the Southern Division of the

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United States District Court for the Eastern District of Michigan, the 6th Circuit Court of the State of Michigan, or the 50th District Court of the State of Michigan.

11.14 **Scope of Agreement; Entire Agreement**

This agreement (including for each Participant the Participation Agreement for that Participant) is the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether oral or written, between the parties.

11.15 **Date of Agreement**

The date of this agreement will be the date this agreement is signed by the last of the Initial Participants to sign it (as indicated by the date associated with each Initial Participant's signature). If an Initial Participant signs this agreement but fails to date its signature, the date the County receives that Initial Participant's signature will be deemed to be the date that Initial Participant signed this agreement.

Each Initial Participant is signing this agreement on the date stated opposite the Initial Participant's signature.

[*signature pages follow*]

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OAKLAND COUNTY

Date: 10/8/25, 2025

By: _____
David T. Woodward
Chairperson of the County Board of Commissioners

Date: 10/7/25, 2025

By: _____
David Coulter
County Executive

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CHARTER TOWNSHIP OF BLOOMFIELD

Date: SEPTEMBER 9, , 2025

By: _____
Mike McCready
Township Supervisor

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CHARTER TOWNSHIP OF WHITE LAKE

Date: 8-21-25, 2025

By: _____
Rik Kowall
Township Supervisor

122486.000003 4897-1642-7050.9

Docusign Envelope ID: 4483D4F8-BD9E-8800-83A2-CF82BE46B4A7

EXHIBIT A

FORM FOR PARTICIPATION IN COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM (CLEMIS) INTERLOCAL AGREEMENT

CLEMIS

PARTICIPATION AGREEMENT

Courts and Law Enforcement Information System (CLEMIS) Authority

By execution of this Participation Agreement by the Participant and the CLEMIS Authority, the Participant, Oakland County, the Initial Participants, and each other Participant under the CLEMIS Interlocal Agreement enter into an agreement incorporating the interlocal agreement initially between Oakland County, the Charter Township of Bloomfield, and the Charter Township of White Lake creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority by this reference (available at https://www.clemis.org/forms/). A reference copy of the CLEMIS Interlocal Agreement must be attached. This agreement also includes the contents of this cover page. Capitalized terms used but not defined in this agreement are as defined in the CLEMIS Interlocal Agreement.

PARTICIPANT	
Full Legal Name: **Notice Address:** (choose Delivery Address or both Delivery Address and Email)	☐ Delivery Address: ☐ Email: ezinser@cityofnovi.org

ATTACHMENTS *(attach)*	
The following attachments are included with this agreement.	
Authorizing Resolution	☐ An authorizing resolution in substantially the form as provided in exhibit B of the CLEMIS Interlocal Agreement has been adopted by the governing body of the Participant and a copy is attached.
CLEMIS Main Services Agreement	☐ An executed copy of the Cover Page for the CLEMIS MSA between the Participant and the CLEMIS Authority is attached.

SIGNATURES

Each party is signing this participation agreement on the date stated below that party's signature. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Participant:	**Authority**:
Novi Police Department By: _____ Name: Erick W. Zinser_____ Title:Director of Public Safety/Chief of Police_ Date: _____	COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM (CLEMIS) AUTHORITY By: _____ Name: _____ Executive Director Date: _____

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EXHIBIT B
FORM FOR RESOLUTION FOR GOVERNING BODY OF PARTICIPANT

[NAME OF PARTICIPANT]
[Name of Governing Body of Participant]

RESOLUTION
Participation in CLEMIS Authority Interlocal Agreement

[Name of Participant] (the "Public Agency"), is a "public agency" as that term is defined under section 2(e) of the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.502(e).

Under section 28 of article 7 of the Michigan Constitution of 1963 and the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512 ("Act 7"), a public agency may exercise jointly with any other public agency any power, privilege, or authority that the public agencies share in common and that each might exercise separately.

The Public Agency possesses the powers, privileges, and authorities to perform various activities relating to courts and law enforcement management information systems.

The Public Agency wants to exercise powers, privileges, and authorities jointly with Oakland County, the Charter Township of Bloomfield, the Charter Township of White Lake, and other participating public agencies under an interlocal agreement creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the "CLEMIS Interlocal Agreement") and become a participating public agency under and party to the CLEMIS Interlocal Agreement.

The Public Agency also wants to use the services of the CLEMIS System operated by the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the "Authority") by entering into a services agreement with the Authority.

The [name of governing body] of the Public Agency therefore resolves as follows:

In Process

- that the interlocal agreement between Oakland County, the Charter Township of Bloomfield, the Charter Township of White Lake, and other participating public agencies creating the CLEMIS Interlocal Agreement is hereby approved;
- that the Public Agency is hereby authorized to enter into a participation agreement with the Authority to enter into and become a party to the CLEMIS Interlocal Agreement;
- that the Public Agency is hereby authorized to enter into the CLEMIS Main Services Agreement (the "CLEMIS MSA") between the Public Agency and the Authority;
- that the [designated officer of the Public Agency] of the Public Agency is hereby authorized and directed to transmit a copy of this resolution to the Authority and execute the participation agreement for the CLEMIS Interlocal Agreement and the CLEMIS MSA on behalf of the Public Agency; and
- that the [designated officer of the Public Agency] of the Public Agency is hereby authorized and directed to file a copy of the participation agreement for the CLEMIS Interlocal Agreement, including the CLEMIS Interlocal Agreement, on behalf of the Public Agency with the clerk of each county in which the Public Agency is located.

Certification

I, [Public Agency governing body clerk/secretary name], [secretary/clerk] of the [governing body of Public Agency] (the "Board") of the [Public Agency Name] (the "Public Agency"), hereby certify all of the following:

(1) that this resolution of the Board was adopted at a meeting of the Board held on [date];
(2) that the resolution remains in effect;
(3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
(4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Date: _____ By: _____

Name: _____
[Secretary/Clerk]

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OAKLAND COUNTY MICHIGAN
BOARD OF COMMISSIONERS

September 18, 2025
RESOLUTION #2025-5723 _ 25-32
Sponsored By: Gwen Markham
Executive's Office - Formation of the Courts & Law Enforcement Management Information System (CLEMIS) Authority
Chair and Members of the Board:

WHEREAS the Courts & Law Enforcement Management Information System (CLEMIS) is a multifaceted, regional public safety information system, which provides mission critical technology and vital information to governmental entities at an affordable cost and is operated, maintained, and subsidized by the Oakland County Department of Information Technology; and

WHEREAS CLEMIS was created in approximately 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely/real time manner; and

WHEREAS CLEMIS is used by approximately 250 governmental entities across ten counties in Michigan; and

WHEREAS the State of Michigan encourages governmental entities to share services with each other for efficiency and cost savings; and

In Process

WHEREAS CLEMIS must be modernized to become an independent, self-sustaining operation that continues to provide affordable and accessible solutions to governmental entities; and

WHEREAS to accomplish these objectives a separate legal entity must be formed pursuant to State law; and

WHEREAS pursuant to the Urban Cooperation Act, Public Act 7 of 1967, MCL 124.501, et seq., and the Interlocal Agreement, attached as Schedule A, Bloomfield Township, Oakland County, and White Lake Township will form a separate legal entity; and

WHEREAS the County Executive recommends that the Oakland County Board of Commissioners approve and execute the attached Interlocal Agreement.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners approves the attached Interlocal Agreement and directs its Chairperson and requests the County Executive to each execute the attached Interlocal Agreement on behalf of Oakland County and file the executed Interlocal Agreement with the Oakland County Clerk and the Oakland County Clerk shall file the Agreement with the Office of the Great Seal of the Michigan Secretary of State.

BE IT FURTHER RESOLVED that the Oakland County employees identified in the attached Schedule B, shall be assigned/detailed to the new separate legal entity and retain full benefits and rights as an Oakland County employee, as long as they remain an Oakland County employee; the full cost of such assignment/detail of personnel to be reimbursed to Oakland County.

BE IT FURTHER RESOLVED that the Oakland County employees identified in attached Schedule C

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will be transferred to the divisions set forth therein.

BE IT FURTHER RESOLVED that those Oakland County positions assigned/detailed to the new separate legal entity, identified in Schedule B, shall be deleted if the position becomes vacant.

BE IT FURTHER RESOLVED that Oakland County shall account for the new separate legal entity and any financial transfers to the new separate legal entity in a manner consistent with the accounting and financial reporting standards for state and local governments established by the Government Accounting Standards Board.

BE IT FURTHER RESOLVED that ten million dollars ($10,000,000.00) be transferred from the Strategic Investment Plan Fund Balance (383554) to the new separate legal entity, and the transfer shall be executed pursuant to the attached Interlocal Agreement as approved by this resolution.

Chair, the following Commissioners are sponsoring the foregoing Resolution: **Gwen Markham**.



David Woodward, Commissioner — Date: September 18, 2025



David Coulter, Oakland County Executive — Date: September 19, 2025



Lisa Brown, County Clerk / Register of Deeds — Date: September 30, 2025

COMMITTEE TRACKING
2025-09-10 Finance - Recommend to Board
2025-09-18 Full Board - Adopt

Motioned by Commissioner Gwen Markham seconded by Commissioner Robert Hoffman to adopt the attached Resolution: Formation of the Courts & Law Enforcement Management Information System (CLEMIS) Authority.

Yes: Ann Erickson Gault, Michael Gingell, Marcia Gershenson, Robert Hoffman, Brendan Johnson, Christine Long, Penny Luebs, Gwen Markham, William Miller III, Angela Powell, Robert Smiley, Yolanda Smith Charles, Michael Spisz, Linnie Taylor, Philip Weipert, David Woodward (16)
No: Charles Cavell, Kristen Nelson (2)
Abstain: None (0)
Absent: Karen Joliat (1)
Passed

ATTACHMENTS
1. CLEMIS Authority Position Schedule B and C

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2. Resolution 25-014 CLEMIS Interlocal Agreement
3. CLEMIS Participation Agreement
4. 4897-1642-7050.10 - CLEMIS Authority Interlocal Agreement

STATE OF MICHIGAN)
COUNTY OF OAKLAND)
I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on September 18, 2025, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court at Pontiac, Michigan on Thursday, September 18, 2025.



Lisa Brown, Oakland County Clerk / Register of Deeds

In Process

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PRESENT:

Supervisor Mike McCready	Trustee Mark Antakli
Clerk Martin Brook	Trustee Neal Barnett
Treasurer Michael Schostak	Trustee Christopher Kolinski
	Trustee Valerie Murray

ABSENT:

ITEM 3. Consider Approval of the CLEMIS Authority Formation Interlocal Agreement

Police Chief James Gallagher presented on the proposed formation of the CLEMIS Authority. Chief Gallagher was accompanied by Bo Chang, Interim Director of CLEMIS.

CLEMIS (Courts and Law Enforcement Management Information System) was originally established in 1968 by Oakland County in collaboration with several local police departments. Bloomfield Township is one of the founding members. CLEMIS serves as a data-sharing platform among law enforcement agencies to support crime-solving efforts and public safety services. The system, however, has not been modernized since its creation.

The agreement was reviewed by our Township attorney. Chief Gallagher requested that Bloomfield Township continue its leadership role in CLEMIS and approve the Interlocal Agreement to move forward in creating the CLEMIS Authority.

MOTION by Barnett and SUPPORT by Murray to APPROVE the CLEMIS Authority Formation Interlocal Agreement with an Amendment to Mail all Notices Pursuant to the Agreement to the Township Police Department and Township Supervisor (Exhibit 1).

A voice vote was called.

MOTION DECLARED ADOPTED 7-0.

I, MARTIN C. BROOK, TOWNSHIP CLERK of the Charter Township of Bloomfield, County of Oakland, Michigan, do hereby certify the foregoing is a true and correct copy of a resolution adopted by the Board at its regular meeting held on the 8th day of September 2025.

MARTIN C. BROOK
BLOOMFIELD TOWNSHIP CLERK

Docusign Envelope ID: 4483D4F8-BD9E-8800-83A2-CF82BE46B4A7

CHARTER TOWNSHIP OF WHITE LAKE
OAKLAND COUNTY, MICHIGAN

RESOLUTION #25-014

APPROVE OAKLAND COUNTY CLEMIS INTERLOCAL AGREEMENT

At the regular meeting of the Township Board of the Charter Township of White Lake, County of Oakland, Michigan, held in Township Annex Hall, 7527 Highland Road, in accordance with the Open Meetings Act, Public Act 267 of 1976 as amended, on the 19th day of August, 2025, at 6:30 p.m., with those present and absent being:

Present: Rik Kowall, Anthony L. Noble, Mike Roman, Scott Ruggles, Andrea C. Voorheis, and Liz Smith.

Absent: Steve Anderson.

The following preamble and resolution were offered by Clerk Noble and seconded by Supervisor Kowall.

WHEREAS, the Township Board has considered the Oakland County CLEMIS Interlocal (the "Agreement"), attached as Exhibit A.

WHEREAS, the Township has the authority to enter into Interlocal agreements under the Urban Cooperation act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512. The Township may exercise jointly with any other public agency any power, privilege, or authority that the public agencies share in common and that each might exercise separately. The Township possesses the powers, privileges, and authorities to perform various activities relating to courts and law enforcement management information systems ("CLEMIS").

WHEREAS, the Township wants to exercise powers, privileges, and authorities jointly with Oakland County and the Charter Township of Bloomfield under the Agreement creating the CLEMIS Authority as an Initial Participant. The Agreement parties will be expanded at a later date to include other Participants who agree to the terms of the Agreement;

WHEREAS, the Authority will be a separate legal entity that will have the authority to enter into contracts, hire employees, accept grants, borrow money and exercise other authority outlined in the Agreement. The Authority is not authorized to levy a tax.

WHEREAS, the Agreement transfers the functions of the CLEMIS System from Oakland County to the CLEMIS Authority, with the Township designated as an Authority Board member.

WHEREAS, the day to day responsibilities of the CLEMIS System will be overseen by an Executive Board and an Executive Director. The Executive Committee will be comprised of 9 members from the Authority Board who are appointed by the County Executive. The Executive

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Committee is required to establish fees and other charges sufficient to pay for the expenses of the CLEMIS System and Authority among other responsibilities outlined in the Agreement;

WHEREAS, as part of the transfer of the assets and liabilities of CLEMIS from the County, the Authority shall receive $250,000 from the County for the initial startup costs of the Authority and the County will transfer $9,750,000.00 to the Authority on February 1, 2026, as well as the CLEMIS System. The County will also transfer certain employees, which will be outlined in a Transfer Agreement;

WHEREAS, the County shall provide the Authority with the use of County facilities, property, and the County telecommunications and network, needed to operate the CLEMIS system through September 30, 2027. The Authority may enter into agreements with the County for use of County property and facilities and network after September 20, 2027;

WHEREAS, the Agreement will not be effective until it is approved by both White Lake and Bloomfield Townships, the County Board of Commissioners, is signed by the Township Supervisors and the County Executive and is filed with the County and the Secretary of State.

WHEREAS, the Agreement is for an initial term of 15 years, which may be extended in 5 year increments. The Township may withdraw from the Authority upon providing 6 months advance notice. The County may withdraw from the Agreement upon providing 18 months advance notice. If the County withdraws from the Agreement, the Agreement terminates.

WHEREAS, the Township Board has determined that it will benefit the Township to enter into the Agreement.

NOW, THEREFORE, the Township Board of the Charter Township of White Lake, Oakland County resolves as follows:

1. The Township Board resolves to approve the Agreement, attached as Exhibit A to this Resolution, in substantially the same form as presented.

2. The Township Board authorizes the Township Supervisor to execute the Agreement on behalf of the Township.

A vote on the foregoing resolution was taken and was as follows:

AYES:	6
NAYS:	0
ABSENT:	1

RESOLUTION DECLARED ADOPTED BY VOICE VOTE.

Docusign Envelope ID: 4483D4F8-BD9E-8800-83A2-CF82BE46B4A7

CLERKS CERTIFICATION

STATE OF MICHIGAN)
)§§
COUNTY OF OAKLAND)

I, Anthony L. Noble, duly qualified Clerk of the Charter Township of White Lake, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Township Board held on the 19h day of August 2025, the original of which resolution is on file in my office

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 22nd day of September, 2025.

Anthony L. Noble, Clerk MiPMC
Charter Township of White Lake

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)§§
COUNTY OF OAKLAND)

The foregoing Certified Record was acknowledged before me by Anthony L. Noble, the duly authorized Clerk of White Lake Township, Michigan, on September 22, 2025.

DOUGLAS D. SANTIAGO
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 18, 2028
ACTING IN COUNTY OF

Docusign Envelope ID: 4483D4F8-BD9E-8800-83A2-CF82BE46B4A7

Exhibit A

(Agreement Attached)

What is CLEMIS?
The Michigan law enforcement data program, explained

Dave Boucher

Detroit Free Press

Feb. 22, 2026Updated Feb. 26, 2026, 3:10 p.m. ET

- The entity consolidates and provides a slew of critical information to more than 250 law enforcement agencies, fire departments and courts.
- One of its essential functions is a search tool for law enforcement. Similar to Google, an inquiry on a name or address can yield vital details for law enforcement.
- The entity was created as a part of Oakland County government years ago, but recently spun off as an independent, quasi-public agency.

For roughly 60 years, an increasing number of law enforcement and other agencies throughout metro Detroit have relied on a specific data collaboration tool: the Courts and Law Enforcement Management Information System, more frequently referred to as CLEMIS.

The name is a bit of a mouthful, and the organization itself deploys a fair amount of jargon to describe its function. But at its core, it's a search system that currently helps more than 250 agencies in the region work together to serve their various law enforcement or broader public service missions.



Typically, elected officials and the agencies that use the system applaud it. But it is not without a bit of controversy, unearned or otherwise. And it's going through arguably the biggest change in program history, spinning off from the county government where it was founded to become its own, semipublic agency.

What does that matter, and why should you care? Great questions − we try to answer them here.

What is CLEMIS?

Until very recently, it was a function of Oakland County government. It's an organization overseeing a group of public agencies working together to share information. Drilling down a bit more, it is various technology options typically used by law enforcement or comparable groups to find, record, track and analyze information.

It's modeled on the state Law Enforcement Information Network system, called LEIN. When a Michigan State Police trooper pulls you over and "runs" your information through their system, chances are they are using LEIN.

CLEMIS goes beyond what members can find in LEIN: If police interviewed someone, ran their license plate or otherwise interacted with them and recorded that information, an officer can use CLEMIS to find that information.

It's an investigative building block. According to a 2022 CLEMIS presentation created to describe the program, "CLEMIS provides public safety agencies immediate access to critical information during day-to-day operations and at a time of crisis."

The system is billed to work just like an internet search tool: Think Google or Yahoo. An officer for a member agency can search using a slew of categories, including:

- Names
- Property
- Addresses
- Arrests (mugshots displayed)
- Businesses
- Crime Incidents
- Identifiers
- Aliases

CLEMIS draws from not only information entered by its own members, but also from Michigan Secretary of State driving records and images, the Michigan Department of Corrections inmate database, FBI criminal and stolen property records, local police databases and LEIN.

"CLEMIS hosts, updates, and maintains the central system allowing police agencies to focus on criminal justice," the 2022 presentation states.

Who uses CLEMIS, and why?

In general, many law enforcement, fire departments and court systems in southeast Michigan use CLEMIS.

Roughly 130 police departments and county sheriff's offices throughout metro Detroit are members, according to a list on the Oakland County government CLEMIS website. The Detroit Police Department is not a member, but there are an array of agencies from Wayne, Macomb, Oakland, Washtenaw and other counties, including:

- Ann Arbor Police
- Berkley Public Safety
- Clawson Police
- Dearborn City Police
- Grand Blanc Township Police
- Hamtramck Police
- Huntington Woods Public Safety
- Port Huron Police

- Romulus Police
- Ypsilanti Police

Sheriff's offices in Huron, Lapeer, Lenawee, Oakland, Saint Clair and Washtenaw counties are also members, according to the same list.

Agencies policing institutions of higher education are also members, including University of Michigan Public Safety.

More than 50 fire departments are also CLEMIS members. While they do not have access to the same criminal data available to police, they can use CLEMIS for fire and EMS incident reports, personnel records management, training and more.

Member agencies include departments in Auburn Hills, Farmington Hills, Livonia, Royal Oak, South Lion and the Wayne County Airport Authority.

Nearly 50 Michigan court systems use CLEMIS, according to the Oakland County website. There are various applications offered by CLEMIS that might be useful for district court employees, ranging from access to encounters that may be relevant for probation departments to "legible tickets with immediate access in an electronic database," according to the 2022 CLEMIS presentation.

The 6th Circuit Court in Pontiac, the main circuit court for Oakland County, is a member, as are district courts from Warren to Southfield.

Lastly, a handful of other agencies have access to CLEMIS. That includes the Michigan State Police, the FBI, U.S. Secret Service, U.S. Immigration and Customs Enforcement and federal probation officers working with the U.S. District Court for the Eastern District of Michigan.

Who controls CLEMIS?

In recent months, after years of work, CLEMIS formally left the county and became a public authority. That essentially means a semipublic, standalone agency that is currently pursuing tax-exempt status.

It posts agendas and minutes, is subject to the Freedom of Information Act and publicly provides details about its funding and contracts.

"This new authority is now focused on standing up a new organization, transferring assets from the county and building new systems that will help us provide transparent, accountable and affordable services for current and new communities for the next 60 years," reads a statement a PR firm working for CLEMIS provided to the Detroit Free Press.

"The current timeframe is to have this transition completed by September 30, 2026. Currently, CLEMIS services are being provided by existing county employees through user agreements with Oakland County."

Why is CLEMIS controversial?

Not everyone within Oakland County government wanted CLEMIS to become its own authority, arguing doing so would obviously lead to less control of the organization.

In the months leading up to the spin-off, the county announced a whistleblower informed the administration of County Executive Dave Coulter that a company run by a county employee was awarded a six-figure contract to help with IT services for CLEMIS.

While the company never received any of the money, a subsequent county investigation revealed the awarding of the contract violated state law and county policy. Two county employees resigned, two were suspended and a county commissioner filed a report with law enforcement.

In December, a spokesman for the Michigan State Police told the Free Press the agency reviewed the complaint and "found nothing to investigate."

More recently, critics noted ICE, the federal agency leading President Donald Trump's immigration crackdown, has access to CLEMIS, including data from agencies or cities that purport not to assist with federal immigration efforts.

A Coulter spokesman said the county will not renew its contract for ICE to access CLEMIS when it expires at the end of March. Oakland County Commission Chairman Dave Woodward, who also sits on the new CLEMIS executive committee, also said he would not vote to approve any similar deal between ICE and the authority in the future.

How is CLEMIS funded?

Members pay a fee for every officer in their agency. In 2025, Bo Cheng − then a private consultant for CLEMIS while it was still under Oakland County and now its executive director after it became a separate authority − told the publication Government Technology it planned to charge each member agency $500 per officer.

Additionally, Oakland County government approved sending the new CLEMIS Authority $10 million when it formally spun off to become its own entity. Recently, the authority also voted, in part, to "maintain the current 5% annual increase to membership fees."

What's the big deal about CLEMIS?

It's a massive, publicly funded data-sharing system that allows metro Detroit law enforcement and some other agencies to access private and critical details about scores of people. And it wants to grow.

While the the authority serves about 250 agencies now, a key leader last year told the publication Government Technology he wants CLEMIS to serve 2,000 agencies in 10 states by 2030.

That's not happening yet, though: in a statement to the Free Press, the PR firm hired by the CLEMIS Authority said the organization, "is in the formative stages, and we are not currently able to receive users or add members, including law enforcement agencies at this time. We look forward to providing updates in the months ahead as we launch our new, independent authority consistent with good government practices that promote transparency and accountability for taxpayers."

Reach Dave Boucher at dboucher@freepress.com

CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement for UPH Novi Property, LCC for the Culver's located on the west side of Novi Road north of West Oaks Drive (parcel 50-22-15-200-115).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- This agreement is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site underground detention system.

BACKGROUND INFORMATION:

UPH Novi Property, LLC requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with Culver's site plan. The Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to property maintain their on-site pretreatment structure.

Spalding DeDecker has inspected the on-site pretreatment structure. The inspection approval letter dated November 17, 2025, is attached. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, November 25, 2025) and the City Engineering consultant (Spalding DeDecker, November 26, 2025) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement for UPH Novi Property, LCC for the Culver's located on the west side of Novi Road north of West Oaks Drive (parcel 50-22-15-200-115).

Culver's SDFMEA

Location Map



CITY OF NOVI
cityofnovi.org

Legend

- Minor Road
- Major Road
- Tax Parcels
- Subject Parcel



N

Feet

0 50 100 200

Map Author: Humna Anjum
Map Print Date: 07/06/2026

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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

ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

November 25, 2025

Ben Croy, City Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: Culvers JSP23-0037
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Croy:

We have received and reviewed and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Culvers development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. Subject to the approval of the attached Exhibits by the City's Consulting Engineer, the Storm Drainage Facility Maintenance Easement Agreement may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office.

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

Enclosure

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Dan Commer, Planner
Diana Shanahan, Planner
Stacy Choi, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Humna Anjum, Project Engineer
Milad Alesmail, Project Engineer
Kate Purpura, Project Engineer
Alyssa Craigie, Administrative Assistant
Taylor Reynolds & Ted Meadows, Spalding DeDecker
Tyler Smith, Kimley Horn
Thomas R. Schultz, Esquire

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this _____day of November, 2025, by and between UPH Novi Property, LLC, a Michigan limited liability company, whose address is 49169 Alpha Dr., Wixom, MI 48393 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

A. Owner is the owner and developer of a certain parcel of land situated in Section 15 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of a Culver's restaurant development on the Property.

B. The Culver's restaurant development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached Exhibit B.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner 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 Owner 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 Property, or cause its agents

or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Ingress/Egress Easement Area described and depicted in **Exhibit D**, 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 Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the 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, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The Owner, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless the City and the City's, elected officials, agents and employees, from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement.

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

Exempt pursuant to MCLA 207.505(a) and MCLA 207.526(a)

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

OWNER
UPH Novi Property, LLC, a
Michigan limited liability company

By: Charles Paisley
Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 19th day of November, 2025, by Charles Paisley, Member of UPH Novi Property, LLC.

ANTHONY BARBOSA
Notary Public - State of Michigan
County of Wayne
My Commission Expires Aug 17, 2028
Acting in the County of Oakland

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 8/17/2028

CITY OF NOVI
A Municipal Corporation

By:
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this _____day of November, 2025, by,_____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires:_____

Drafted by:	And when recorded return to:
Randall J. Soverinsky Demorest Law Firm, PLLC 322 W Lincoln Royal Oak, MI 48067	Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375

UPH Novi Property LLC/City of Novi (1790)/Documents/Easement Drafts/2025 06 16 stormdrainagemaintenanceeasementagreement.docx

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Storm Drainage Facility Maintenance Easement Agreement, dated November ___, 2025, as shown in the Exhibit A, attached hereto and incorporated herein, whereby UPH Novi Property, LLC, a Michigan limited liability company, whose address is 49169 Alpha Dr., Wixom, MI 48393, granted and conveyed said easement to the City of Novi, the undersigned hereby evidences its acknowledgment and consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 21 day of November, 2025.

Waterford Bank, N.A.

By: _____
Rebecca Neuman, Executive Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 21st day of November, 2025, by Rebecca Neuman, the Executive Vice-President of Waterford Bank, N.A., a ~~Michigan~~ National Banking Association, on its behalf.

JYLLIAN McMURRAY
Notary Public – State of Michigan
County of Oakland
My Commission Expires Sept. 11, 2027
Acting in the County of Oakland

_____
Notary Public
Acting in Oakland County, MI
My commission expires: 9/11/27

Exhibit A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION - PROPERTY

PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 75.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 93.99 FEET; THENCE SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 236.67 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 235.22 FEET; THENCE NORTH 87 DEGREES 42 MINUTES 48 SECONDS EAST 279.75 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 77.66 FEET, SAID CURVE HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 38°41'26", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES 56 MINUTES 38 SECONDS EAST 76.19 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 176.99 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 163.63 FEET, SAID CURVE HAVING A RADIUS OF 237.78 FEET, A CENTRAL ANGLE OF 39°25'46", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 06 MINUTES 57 SECONDS WEST 160.42 FEET TO A REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 57.12 FEET, SAID CURVE HAVING A RADIUS OF 83.00 FEET, A CENTRAL ANGLE OF 39°25'51", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 06 MINUTES 58 SECONDS WEST 56.00 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 05 SECONDS WEST 31.63 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 52 SECONDS EAST 113.01 FEET TO A POINT ON THE WEST SIXTY (60) FOOT RIGHT-OF-WAY LINE OF NOVI ROAD (WIDTH VARIES); THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 482.97 FEET ALONG SAID WEST 60' R.O.W. LINE OF NOVI ROAD; THENCE SOUTH 88 DEGREES 08 MINUTES 05 SECONDS WEST 14.98 FEET TO A POINT ON THE WEST SEVENTY-FIVE (75) FOOT RIGHT-OF-WAY LINE OF SAID NOVI ROAD; THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 216.59 FEET ALONG SAID WEST 75' R.O.W. LINE OF NOVI ROAD TO THE POINT OF BEGINNING.

CONTAINING: 102,049 SQUARE FEET OR 2.343 ACRES.

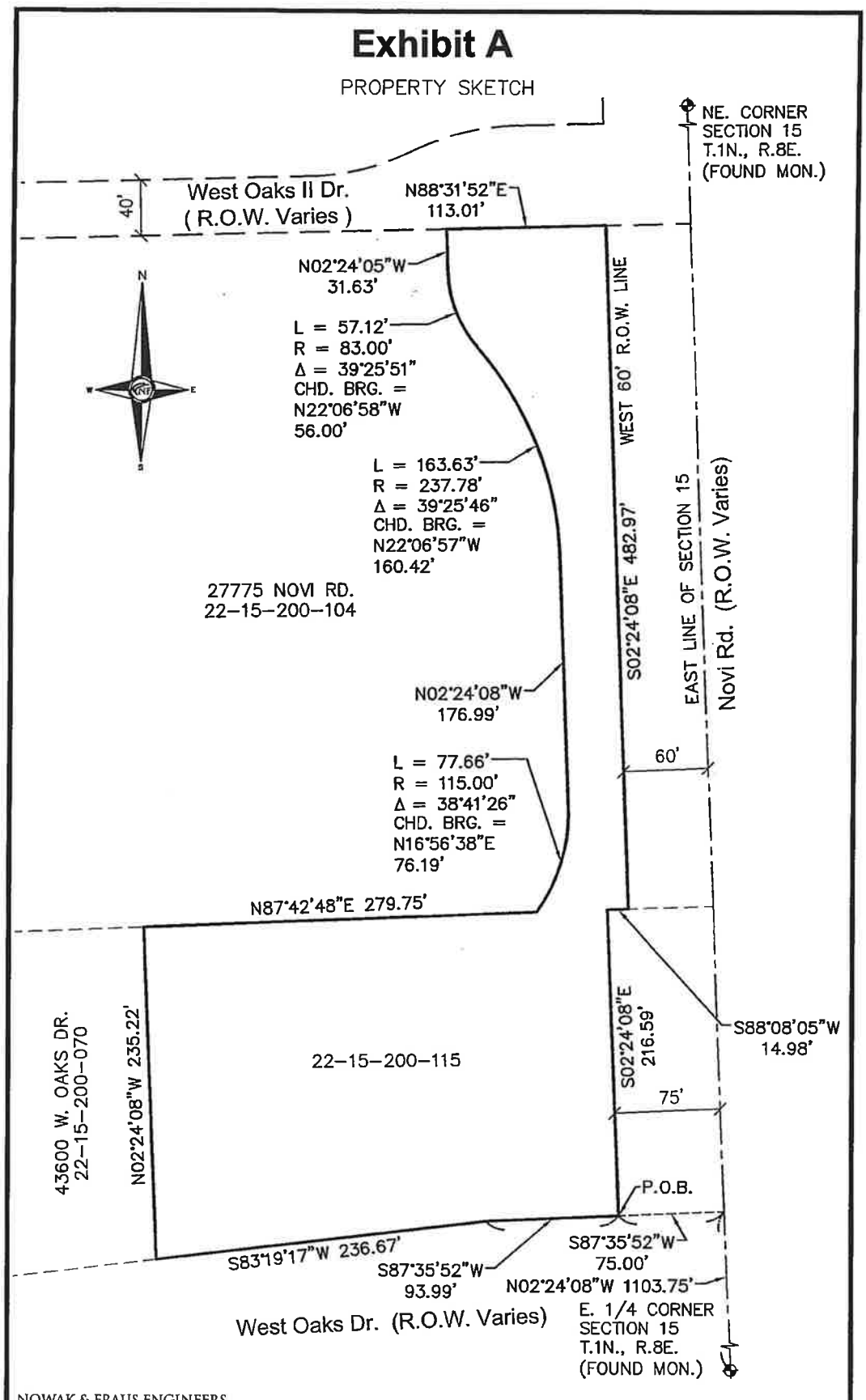
TAX ID NUMBER: 22-15-200-115

NF
ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
WWW.NFE-ENGR.COM

DATE	REVISED	DRAWN	JOB NO.	SHEET
11-7-2024	5-5-2025	M.R.C.	N706-01	1 of 4

Exhibit A

PROPERTY SKETCH



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

SCALE	DATE	REVISED	DRAWN	JOB NO.	SHEET
1" = 80'	11-7-2024	5-5-2025	M.R.C.	N706-01	2 of 4

Exhibit B

Storm Drainage Facility Maintenance Easement Agreement

			Annual Estimated cost for Maintenance & Repair		
Storm Water Facility	**Maintenance Action**	**Corrective Action**	**1st Year**	**2nd Year**	**3rd Year**
Storm Water Pipes	After each storm that meets or exceeds a 10-year storm event, check for debris inside catch basins. Ensure inlets are not clogged, cracked or collapsed.	Remove sediment and debris from catch basins and storm water openings. Replace damaged or missing catch basin grates.	$250	$300	$500
Water Quality Treatment Unit	Inspect whenever the upstream catch basins and storm water pipes are inspected. Annual inspection should be conducted before the storm season begins to ensure system is functioning properly.	Ensure that there is no accumulation of debris on netting or screening basket. Replace nets or screenings baskets when they appear 1/2 - 2/3 full. If only trash and floatables need to be removed, netting configuration or removable screening basket is utilized. When oil removal / sediment removal is needed a vacuum truck is similar equipment would be needed.	$1,500	$1,500	$2,800
		Total	**$1,750**	**$1,800**	**$3,300**

Exhibit C

STORM SEWER EASEMENT DESCRIPTION

LEGAL DESCRIPTION - STORM SEWER EASEMENT

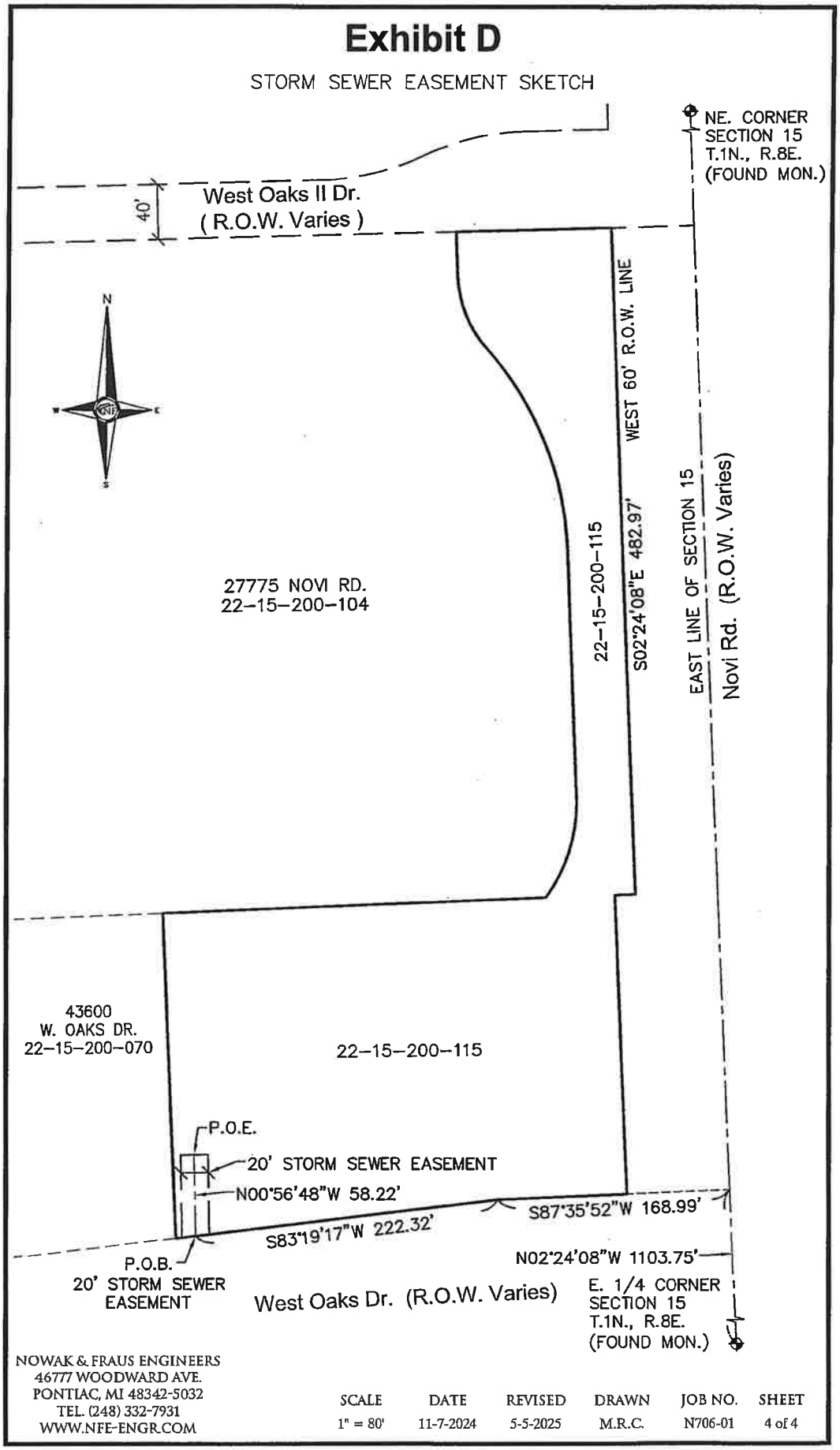
A TWENTY (20) FOOT WIDE STORM SEWER EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED ALONG ITS CENTERLINE AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 168.99 FEET; THENCE SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 222.32 FEET TO THE POINT OF BEGINNING OF SAID STORM SEWER EASEMENT; THENCE NORTH 00 DEGREES 56 MINUTES 48 SECONDS WEST 58.22 FEET TO THE POINT OF ENDING.

NF
ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
WWW.NFE-ENGR.COM

DATE	REVISED	DRAWN	JOB NO.	SHEET
11-7-2024	5-5-2025	M.R.C.	N706-01	3 of 4

Exhibit D

STORM SEWER EASEMENT SKETCH



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

SCALE	DATE	REVISED	DRAWN	JOB NO.	SHEET
1" = 80'	11-7-2024	5-5-2025	M.R.C.	N706-01	4 of 4

EXHIBIT A

To

Consent to Storm Drainage Facility Maintenance Easement Agreement

SPALDING DEDECKER
Engineering & Surveying Excellence since 1954

November 26, 2025

Ben Croy
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Culvers - Acceptance Documents Review #5
Novi # JSP23-0037
SDA Job No. NV-222
FINAL DOCUMENTS – APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on November 25, 2025 against the revised Engineering Plans dated October 13, 2025 and the as-built construction records. We offer the following comments:

Final Acceptance Documents

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using blue/black ink as the County will reject them otherwise.

1. On-Site Water System Easement
(executed 11-19-2025)
Exhibit A (Parcel Description) Approved
Exhibit B (Easement Description and Sketch) Approved

2. On-Site Sanitary Sewer Manhole Access Easement
(executed 11-19-2025)
Exhibit A (Parcel Description) Approved
Exhibit B (Easement Description and Sketch) Approved

3. Storm Drainage Facility / Maintenance Easement Agreement
(executed 11-19-2025)
Exhibit A (Parcel Description) Approved
Exhibit B (Schedule of Maintenance) Approved
Exhibit C (Ingress/Egress Easement Description and Sketch) Approved
Exhibit D (Detention Basin Easement Description and Sketch) Approved

4. Road Vacation, Maintenance and Access Easement (Karevich Drive)
(unexecuted: exhibit dated 11-7-2024)
Exhibit A (Parcel Description) Approved
Exhibit B (Easement Description and Sketch) Approved

5. Sidewalk Easement
(executed 11-19-2025)
Exhibit A (Parcel Description) Approved
Exhibit B (Easement Description and Sketch) Approved

6. Bills of Sale for all public utilities
(executed 2025-11-19) Approved

7. Full Unconditional Waivers of Lien from contractors installing public utilities
(executed by BMW Contracting LLC, Core & Main LP, and TKMS)
PROVIDED

8. Sworn Statement signed by Developer
PROVIDED

Unless otherwise stated above, the documents submitted were found to be acceptable by our office pending review by the City Attorney. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the mayor's signature.

It should be noted that the Plan Review Center Report dated 11-25-2024 contains all documentation requirements necessary prior to construction and occupancy of the facility.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER

Taylor E Reynolds
Digitally signed by Taylor E Reynolds
Date: 2025.11.26 10:40:34-05'00'

Taylor E. Reynolds, PE
Senior Project Manager

Cc (via Email): Milad Alesmail, City of Novi
Humna Anjum, City of Novi
Lindsay Bell, City of Novi
Stacey Choi, City of Novi
Dan Commer, City of Novi
Alyssa Craigie, City of Novi
Cortney Hanson, City of Novi
Sarah Marchioni, City of Novi
Barb McBeth, City of Novi
Melissa Morris, City of Novi
Kate Purpura, City of Novi
Rebecca Runkel, City of Novi
Diana Shanahan, City of Novi

Angie Sosnowski, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Sydney Waynick, SDA
Tyler Smith, Applicant

SPALDING DeDECKER
Engineering & Surveying Excellence since 1954

November 17, 2025

Mrs. Humna Anjum
Project Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

Re: Culvers
Storm Water Detention System Inspection
Novi SP No.: JSP23-0037
SDA Job No.: NV24-222

Dear Mrs. Anjum:

This letter serves to officially notify you that we have reviewed the status of the storm water detention systems including the storm sewer piping and the outlet control structure for the above-referenced project. As a result of this review, we have determined the storm water detention system to be in general conformance with the approved construction plans. We recommend release of this financial guarantee.

If you have any questions, please contact us at our office.

Sincerely,

SPALDING DeDECKER

Digitally signed by Sydney Waynick
Date: 2025.11.24 14:39:05-05'00'

Sydney Waynick
Construction Engineer

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Angela Sosnowski, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
Meghan Scaccia, NCS Construction (e-mail)

CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Approval of a sidewalk easement from UPH Novi Property, LLC as part of the Culver's site plan, located on the west side of Novi Road north of West Oaks Drive (parcel 50-22-15-200-115).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- The process is required to accept sidewalk easements where public pathways cross on to private property.

BACKGROUND INFORMATION:

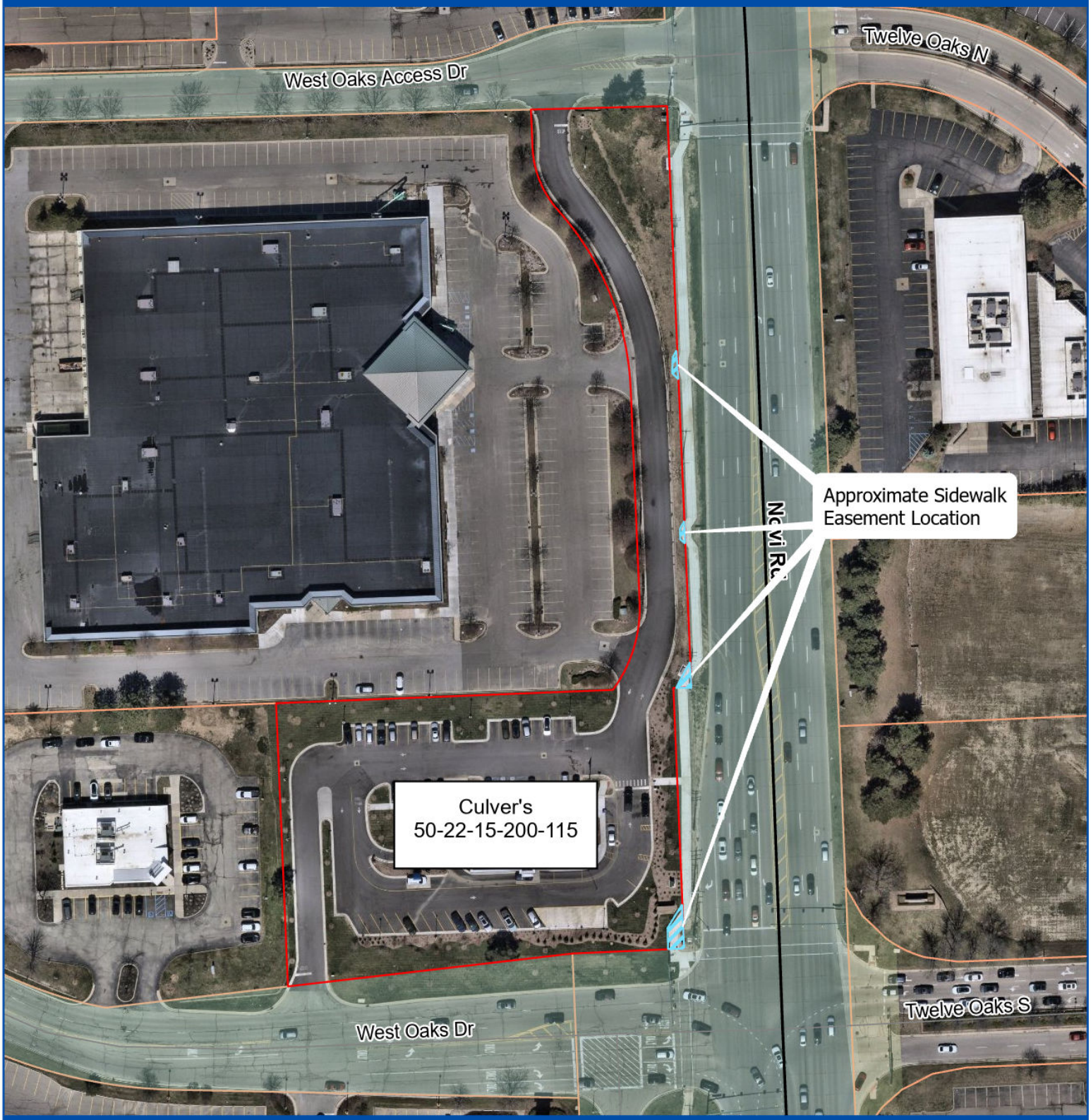
UPH Novi Property, LLC is requesting the acceptance of a sidewalk easement to satisfy one of the conditions in the site plan approval process. The existing sidewalk on the west side of Novi Road was located outside of the existing right-of-way for Novi Road. Because of this a variable width sidewalk easement was requested.

The Sidewalk Easement has been approved by the City Attorney (Beth Saarela, November 25, 2025) and the City's Engineering Consultant (Spalding DeDecker, November 25, 2025). The enclosed documents have been reviewed and are recommended for acceptance.

RECOMMENDED ACTION: Approval of a sidewalk easement from UPH Novi Property, LLC as part of the Culver's site plan, located on the west side of Novi Road north of West Oaks Drive (parcel 50-22-15-200-115).

Culver's Sidewalk Easement

Location Map



CITY OF NOVI
cityofnovi.org

Legend

- Minor Road
- Major Road
- Dedicated
- Highway Easement
- Tax Parcels
- Subject Parcel
- Proposed Sidewalk Easement



Feet

0 50 100 200

Map Author: Humna Anjum
Map Print Date: 07/06/2026

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

November 25, 2025

Ben Croy, City Engineer
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

RE: Culvers JSP23-0037
On-Site Acceptance Documents

Dear Mr. Croy:

We have received and reviewed the following on-site acceptance documents for Culvers and have the following comments:

- Water System Easement (***Approved***)
- Sanitary Sewer Manhole Access Easement (***Approved***)
- Sidewalk Easement (***Approved***)
- Bill of Sale (***Approved***)
- Title Commitment

Water System and Sanitary Sewer Manhole Access Easement

The Water System and Sanitary Sewer Manhole Access Easement are in the City's standard format and are consistent with the Title Commitment provided. The Water System Easement and Sanitary Sewer Manhole Access Easement are approved subject to review and approval of the exhibits by the City's Consulting Engineer. The Bill of Sale is in the City's standard format and is acceptable for the purpose of conveying the water system to the City.

Sidewalk Easement

The Sidewalk Easement is in the City's standard format and is consistent with the Title Commitment provided and is approved subject to review and approval of the exhibits by the City's Consulting Engineer.

Once accepted by Affidavit of the City Engineer the Water System Easement and Sanitary Sewer Manhole Access Easement should be recorded with the Oakland County Register of Deeds in the usual manner. The Bill of Sale should be retained in the City's file. The Sidewalk Easement should be placed on a City Council Agenda for acceptance and once approved, it should be recorded with

the Oakland County Register of Deeds in the usual manner. The title search should be retained in the City's file.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS
Enclosures
C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Barb McBeth, City Planner
Lindsay Bell, Planner
Dan Commer, Planner
Diana Shanahan, Planner
Stacey Choi, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Ben Croy, City Engineer
Millad Alesmail, Project Engineer
Kate Purpura, Project Engineer
Taylor Reynolds & Ted Meadows, Spalding DeDecker
Alyssa Craigie, Administrative Assistant
Tyler Smith, Kimly Horn
Thomas R. Schultz, Esquire

SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **UPH Novi Property, LLC**, a Michigan limited liability company, whose address is 49169 Alpha Dr., Wixom, MI 48393 (hereinafter referred to as "Grantor"), for and in consideration of One ($1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375 (hereinafter referred to as "Grantee"), a permanent easement for a public walkway over across and through property located in Section 15, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

{See attached and incorporated Exhibit A – Property Description Exhibit}

The permanent easement for the public walkway is more particularly described as follows:

{See attached and incorporated Exhibit B – Sidewalk Easement Area Description Exhibit}

Grantee may enter upon sufficient land adjacent to said easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain the easement area as shown in the attached and incorporated Exhibit C.

All portions of the Property damaged or disturbed by Grantee's exercise of easement rights, shall be reasonably restored by Grantee to the condition that existed prior to the damage or disturbance.

Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above-described easement.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

This easement shall allow public pedestrian and non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the easement area.

Exempt pursuant to MCLA 207.505(a) and MCLA 207.526(a)

{Signature begins on following page}

IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this 19 day of November, 2025.

GRANTOR:

UPH Novi Property, LLC, a
Michigan limited liability company

By: Charles Paisley
Its: Member

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 19th day of November, 2025, by Charles Paisley, Member, on behalf of UPH Novi Property, LLC.

ANTHONY BARBOSA
Notary Public - State of Michigan
County of Wayne
My Commission Expires Aug 17, 2028
Acting in the County of OAKLAND

Notary Public
Wayne County, Michigan
My Commission Expires: 8/17/2028

Drafted by:
Randall J. Soverinsky
Demorest Law Firm, PLLC
322 W Lincoln
Royal Oak, MI 48067

When recorded return to:
City of Novi
City Clerk
45175 W. Ten Mile Road.
Novi, MI 48375

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Sidewalk Easement, dated November ___, 2025, as shown in the Exhibit A, attached hereto and incorporated herein, whereby UPH Novi Property, LLC, a Michigan limited liability company, whose address is 49169 Alpha Dr., Wixom, MI 48393, granted and conveyed said easement to the City of Novi, the undersigned hereby evidences its acknowledgment and consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 21 day of November, 2025.

Waterford Bank, N.A.

By: _____
Rebecca Neuman, Executive Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 21st day of November, 2025, by Rebecca Neuman, the Executive Vice-President of Waterford Bank, N.A., a ~~Michigan~~ National Banking Association, on its behalf.

JYLLIAN McMURRAY
Notary Public – State of Michigan
County of Oakland
My Commission Expires Sept. 11, 2027
Acting in the County of Oakland

_____
Notary Public
Acting in Oakland County, MI
My commission expires: 9/11/27

Exhibit A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION - PARCEL 1

LAND IN THE CITY OF NOVI, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT LOCATED NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15 AND SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 75.00 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION; THENCE CONTINUING SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 93.99 FEET; THENCE SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 204.58 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 14.85 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 163.07 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 124.00 FEET, A CENTRAL ANGLE OF 75 DEGREES 21 MINUTES 03 SECONDS, AND A LONG CHORD BEARING NORTH 35 DEGREES 16 MINUTES 23 SECONDS EAST 151.57 FEET; THENCE NORTH 72 DEGREES 56 MINUTES 55 SECONDS EAST 105.98 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 117.95 FEET TO A NON-TANGENT POINT, SAID CURVE HAVING A RADIUS OF 146.00 FEET, A CENTRAL ANGLE OF 46 DEGREES 17 MINUTES 20 SECONDS, AND A LONG CHORD BEARING NORTH 49 DEGREES 48 MINUTES 15 SECONDS EAST 114.77 FEET; THENCE NORTH 88 DEGREES 08 MINUTES 05 SECONDS EAST 12.13 FEET; THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 216.59 FEET TO THE POINT OF BEGINNING.

CONTAINING: 41,566 SQUARE FEET OR 0.954 ACRES

TAX ID NUMBER: 22-15-200-099

ADDRESS: NOVI ROAD AND WEST OAKS DRIVE, NOVI, MI (VACANT)

LEGAL DESCRIPTION - PARCEL 2

LAND IN THE CITY OF NOVI, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT LOCATED NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15 AND SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 168.99 FEET AND SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 236.67 FEET AND NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 17.24 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION; THENCE CONTINUING NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 217.98 FEET; THENCE NORTH 87 DEGREES 42 MINUTES 48 SECONDS EAST 279.75 FEET TO A POINT ON CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 73.77 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 114.00 FEET, A CENTRAL ANGLE OF 37 DEGREES 04 MINUTES 36 SECONDS, AND A LONG CHORD BEARING SOUTH 54 DEGREES 24 MINUTES 36 SECONDS WEST 72.49 FEET; THENCE SOUTH 72 DEGREES 56 MINUTES 55 SECONDS WEST 105.98 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 205.16 FEET, SAID CURVE HAVING A RADIUS OF 156.00 FEET, A CENTRAL ANGLE OF 75 DEGREES 21 MINUTES 03 SECONDS, AND A LONG CHORD BEARING SOUTH 35 DEGREES 16 MINUTES 23 SECONDS WEST 190.69 FEET TO THE POINT OF BEGINNING.

CONTAINING: 19,326 SQUARE FEET OR 0.444 ACRES

TAX ID NUMBER: 22-15-200-097

ADDRESS: NOVI ROAD AND WEST OAKS DRIVE, NOVI, MI (VACANT)

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

Exhibit A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION - VACATED KAREVICH DRIVE

PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT LOCATED NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15 AND SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 168.99 FEET AND SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 204.58 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION; THENCE SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 32.09 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 17.24 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 205.16 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 156.00 FEET, A CENTRAL ANGLE OF 75°21'03", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 35 DEGREES 16 MINUTES 23 SECONDS EAST 190.69 FEET; THENCE NORTH 72 DEGREES 56 MINUTES 55 SECONDS EAST 105.98 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 73.77 FEET, SAID CURVE HAVING A RADIUS OF 114.00 FEET, A CENTRAL ANGLE OF 37°04'36", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 54 DEGREES 24MINUTES 36 SECONDS EAST 72.49 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 77.66 FEET, SAID CURVE HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 38°41'26", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES 56 MINUTES 38 SECONDS EAST 76.19 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 176.99 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 163.63 FEET, SAID CURVE HAVING A RADIUS OF 237.78 FEET, A CENTRAL ANGLE OF 39°25'46", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 06 MINUTES 57 SECONDS WEST 160.42 FEET TO A REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 57.12 FEET, SAID CURVE HAVING A RADIUS OF 83.00 FEET, A CENTRAL ANGLE OF 39°25'51", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 06 MINUTES 58 SECONDS WEST 56.00 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 05 SECONDS WEST 31.63 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 52 SECONDS EAST 113.01 FEET; THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 482.97 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 05 SECONDS WEST 27.11 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 117.95 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 146.00 FEET, A CENTRAL ANGLE OF 46°17'20", AND A LONG CHORD BEARING AND DISTANCE OF SOUTH 49 DEGREES 48 MINUTES 15 SECONDS WEST 114.77 FEET; THENCE SOUTH 72 DEGREES 56 MINUTES 55 SECONDS WEST 105.98 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 163.07 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 124.00 FEET, A CENTRAL ANGLE OF 75°21'03", AND A LONG CHORD BEARING AND DISTANCE OF SOUTH 35 DEGREES 16 MINUTES 23 SECONDS WEST 151.57 FEET; THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 14.85 FEET TO THE POINT OF BEGINNING.

CONTAINING: 41,157 SQUARE FEET OR 0.945 ACRES.

NF ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

Exhibit A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION - COMBINED PARCEL

PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 75.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 93.99 FEET; THENCE SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 236.67 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 235.22 FEET; THENCE NORTH 87 DEGREES 42 MINUTES 48 SECONDS EAST 279.75 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 77.66 FEET, SAID CURVE HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 38°41'26", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES 56 MINUTES 38 SECONDS EAST 76.19 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 176.99 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 163.63 FEET, SAID CURVE HAVING A RADIUS OF 237.78 FEET, A CENTRAL ANGLE OF 39°25'46", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 06 MINUTES 57 SECONDS WEST 160.42 FEET TO A REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 57.12 FEET, SAID CURVE HAVING A RADIUS OF 83.00 FEET, A CENTRAL ANGLE OF 39°25'51", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 06 MINUTES 58 SECONDS WEST 56.00 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 05 SECONDS WEST 31.63 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 52 SECONDS EAST 113.01 FEET TO A POINT ON THE WEST SIXTY (60) FOOT RIGHT-OF-WAY LINE OF NOVI ROAD (WIDTH VARIES); THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 482.97 FEET ALONG SAID WEST 60' R.O.W. LINE OF NOVI ROAD; THENCE SOUTH 88 DEGREES 08 MINUTES 05 SECONDS WEST 14.98 FEET TO A POINT ON THE WEST SEVENTY-FIVE (75) FOOT RIGHT-OF-WAY LINE OF SAID NOVI ROAD; THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 216.59 FEET ALONG SAID WEST 75' R.O.W. LINE OF NOVI ROAD TO THE POINT OF BEGINNING.

CONTAINING: 102,049 SQUARE FEET OR 2.343 ACRES.

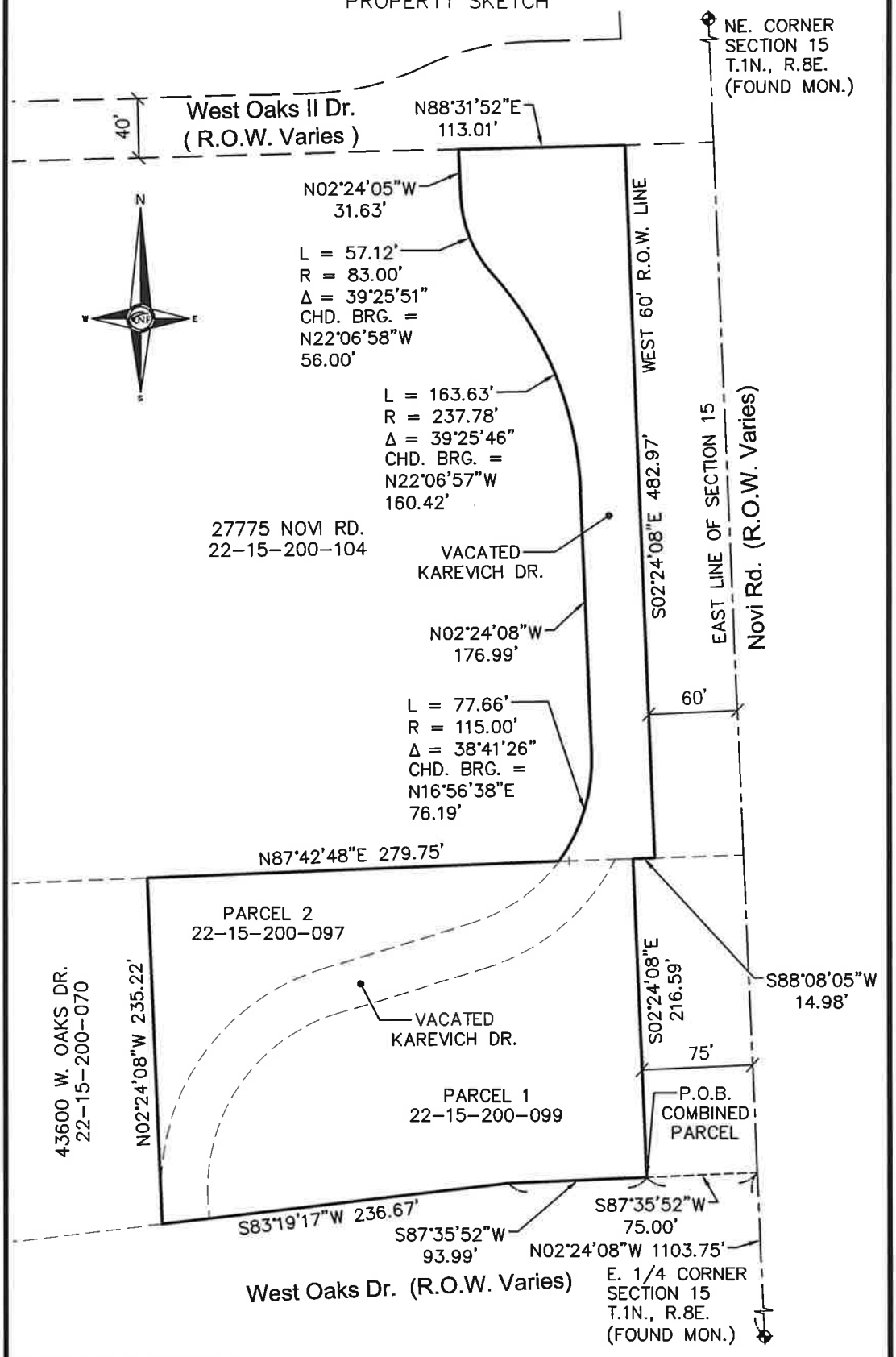
TAX ID: 22-15-200-115

ADDRESS: 27767 NOVI ROAD, NOVI, MI 48377

NF ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

Exhibit B

PROPERTY SKETCH



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

SCALE	DATE	REVISED	DRAWN	JOB NO.	SHEET
1" = 80'	11-7-2024	10-22-2025	M.R.C.	N706-03	4 of 6

Exhibit C

SIDEWALK EASEMENT DESCRIPTION

LEGAL DESCRIPTION - SIDEWALK EASEMENT #1

A VARIABLE WIDTH SIDEWALK EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 75.00 FEET TO THE POINT OF BEGINNING OF SAID SIDEWALK EASEMENT; THENCE CONTINUING SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 15.22 FEET; THENCE NORTH 02 DEGREES 07 MINUTES 35 SECONDS WEST 17.14 FEET; THENCE NORTH 36 DEGREES 16 MINUTES 34 SECONDS EAST 18.43 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 24 SECONDS EAST 79.53 FEET TO A POINT ON THE WEST SEVENTY-FIVE (75) FOOT RIGHT-OF-WAY LINE OF NOVI ROAD (WIDTH VARIES); THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 110.97 FEET ALONG SAID WEST 75' R.O.W. LINE OF NOVI ROAD TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - SIDEWALK EASEMENT #2

A VARIABLE WIDTH SIDEWALK EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 75.00 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 216.59 FEET TO THE POINT OF BEGINNING OF SAID SIDEWALK EASEMENT; THENCE SOUTH 88 DEGREES 08 MINUTES 05 SECONDS WEST 0.75 FEET; THENCE NORTH 30 DEGREES 37 MINUTES 52 SECONDS EAST 28.87 FEET TO A POINT ON THE WEST SIXTY (60) FOOT RIGHT-OF-WAY LINE OF NOVI ROAD (WIDTH VARIES); THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 24.35 FEET ALONG SAID WEST 60' R.O.W. LINE OF NOVI ROAD; THENCE SOUTH 88 DEGREES 08 MINUTES 05 SECONDS WEST 14.99 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - SIDEWALK EASEMENT #3

A VARIABLE WIDTH SIDEWALK EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1432.08 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 60.00 FEET TO THE POINT OF BEGINNING OF SAID SIDEWALK EASEMENT; THENCE NORTH 20 DEGREES 43 MINUTES 40 SECONDS WEST 17.09 FEET; THENCE NORTH 02 DEGREES 07 MINUTES 35 SECONDS WEST 21.47 FEET; THENCE NORTH 21 DEGREES 40 MINUTES 38 SECONDS EAST 12.92 FEET TO A POINT ON THE WEST SIXTY (60) FOOT RIGHT-OF-WAY LINE OF NOVI ROAD (WIDTH VARIES); THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 49.49 FEET ALONG SAID WEST 60' R.O.W. LINE OF NOVI ROAD TO THE POINT OF BEGINNING.

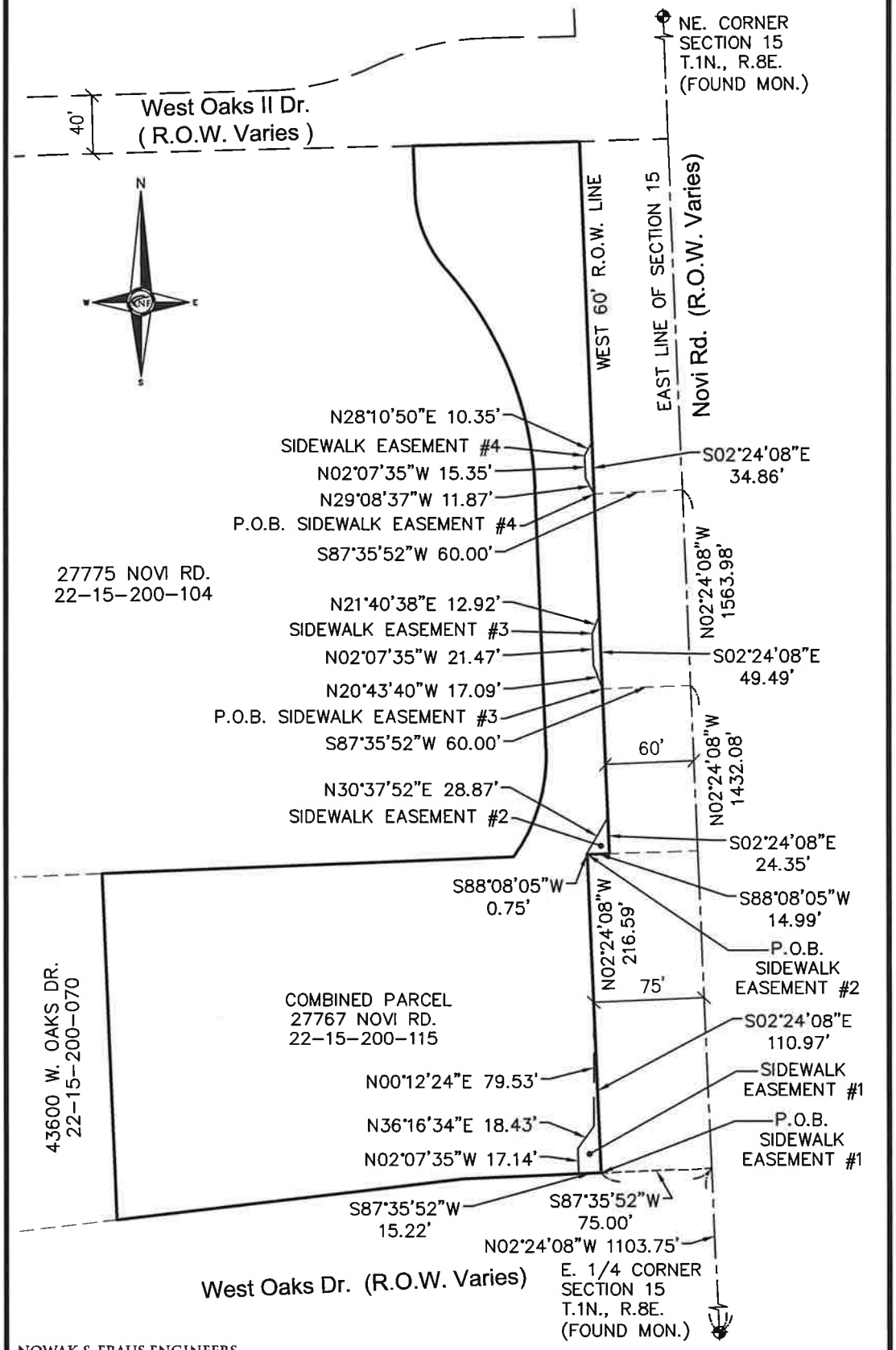
LEGAL DESCRIPTION - SIDEWALK EASEMENT #4

A VARIABLE WIDTH SIDEWALK EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1563.98 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 60.00 FEET TO THE POINT OF BEGINNING OF SAID SIDEWALK EASEMENT; THENCE NORTH 29 DEGREES 08 MINUTES 37 SECONDS WEST 11.87 FEET; THENCE NORTH 02 DEGREES 07 MINUTES 35 SECONDS WEST 15.35 FEET; THENCE NORTH 28 DEGREES 10 MINUTES 50 SECONDS EAST 10.35 FEET TO A POINT ON THE WEST SIXTY (60) FOOT RIGHT-OF-WAY LINE OF NOVI ROAD (WIDTH VARIES); THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 34.86 FEET ALONG SAID WEST 60' R.O.W. LINE OF NOVI ROAD TO THE POINT OF BEGINNING.

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

Exhibit D

SIDEWALK EASEMENT SKETCH



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

SCALE	DATE	REVISED	DRAWN	JOB NO.	SHEET
1" = 80'	11-7-2024	10-22-2025	M.R.C.	N706-03	6 of 6

SANITARY SEWER MANHOLE ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that UPH Novi Property, LLC, a Michigan limited liability company, whose address is 49169 Alpha Dr., Wixom, Michigan 48393, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

[*See attached and incorporated Exhibit A-Property Description/Sketch Exhibit*]

Tax Parcel Identification Numbers: 22-15-200-099 and 22-15-200-097

for and in consideration of One ($1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a nonexclusive perpetual easement for a sanitary sewer monitoring manhole, over, upon, across, in, through, and under the following described real property, to-wit:

[*See attached and incorporated Exhibit B-Sanitary Sewer Manhole Access Easement Area Description Exhibit*]

and to enter upon sufficient land adjacent to said sanitary sewer access easement for the purpose of exercising the rights and privileges granted herein.

Grantee may access, inspect the sanitary sewer and all necessary appurtenances thereto, within the easement herein granted.

All portions of the Property damaged or disturbed by Grantee's exercise of easement rights, shall be reasonably restored by Grantee to the condition that existed prior to the damage or disturbance.

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described easement, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the sanitary sewer in the easement areas shown on the attached and incorporated Exhibit C.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

Exempt pursuant to MCLA 207.505(a) and MCLA 207.526(a).

IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this 19 day of November, 2025.

GRANTOR:

UPH Novi Property, LLC, a Michigan limited liability company

By: Charles Paisley
Its: Member

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 19th day of November , 2025, before me, personally appeared the above named Charles Paisley, Member of UPH Novi Property, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public
Acting in OAKLAND County, MI
My commission expires 8/17/2028

ANTHONY BARBOSA
Notary Public - State of Michigan
County of Wayne
My Commission Expires Aug 17, 2028
Acting in the County of OAKLAND

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Sanitary Sewer Manhole Access Easement, dated November 21st, 2025, attached hereto and incorporated as Exhibit A, whereby UPH Novi Property, LLC, a Michigan limited liability company, whose address is 49169 Alpha Dr., Wixom, MI 48393, grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 21 day of November, 2025.

Waterford Bank, N.A.

By: _____
Rebecca Neuman, Executive ~~Director~~ Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 21st day of November, 2025, by Rebecca Neuman, the Executive Vice-President of Waterford Bank, N.A., a ~~Michigan~~ National Banking Association on its behalf.

_____
Notary Public
Acting in Oakland County, MI
My commission expires: 9/11/27

JYLLIAN McMURRAY
Notary Public – State of Michigan
County of Oakland
My Commission Expires Sept. 11, 2027
Acting in the County of Oakland

THIS INSTRUMENT DRAFTED BY:

Randall J. Soverinsky
Demorest Law Firm, PLLC
322 W Lincoln
Royal Oak, MI 48067

AND WHEN RECORDED RETURN TO:

Cortney Hanson, Clerk
City of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375

Exhibit A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION - COMBINED PARCEL

PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 75.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 93.99 FEET; THENCE SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 236.67 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 235.22 FEET; THENCE NORTH 87 DEGREES 42 MINUTES 48 SECONDS EAST 279.75 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 77.66 FEET, SAID CURVE HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 38°41'26", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES 56 MINUTES 38 SECONDS EAST 76.19 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 176.99 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 163.63 FEET, SAID CURVE HAVING A RADIUS OF 237.78 FEET, A CENTRAL ANGLE OF 39°25'46", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 06 MINUTES 57 SECONDS WEST 160.42 FEET TO A REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 57.12 FEET, SAID CURVE HAVING A RADIUS OF 83.00 FEET, A CENTRAL ANGLE OF 39°25'51", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 06 MINUTES 58 SECONDS WEST 56.00 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 05 SECONDS WEST 31.63 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 52 SECONDS EAST 113.01 FEET TO A POINT ON THE WEST SIXTY (60) FOOT RIGHT-OF-WAY LINE OF NOVI ROAD (WIDTH VARIES); THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 482.97 FEET ALONG SAID WEST 60' R.O.W. LINE OF NOVI ROAD; THENCE SOUTH 88 DEGREES 08 MINUTES 05 SECONDS WEST 14.98 FEET TO A POINT ON THE WEST SEVENTY-FIVE (75) FOOT RIGHT-OF-WAY LINE OF SAID NOVI ROAD; THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 216.59 FEET ALONG SAID WEST 75' R.O.W. LINE OF NOVI ROAD TO THE POINT OF BEGINNING.

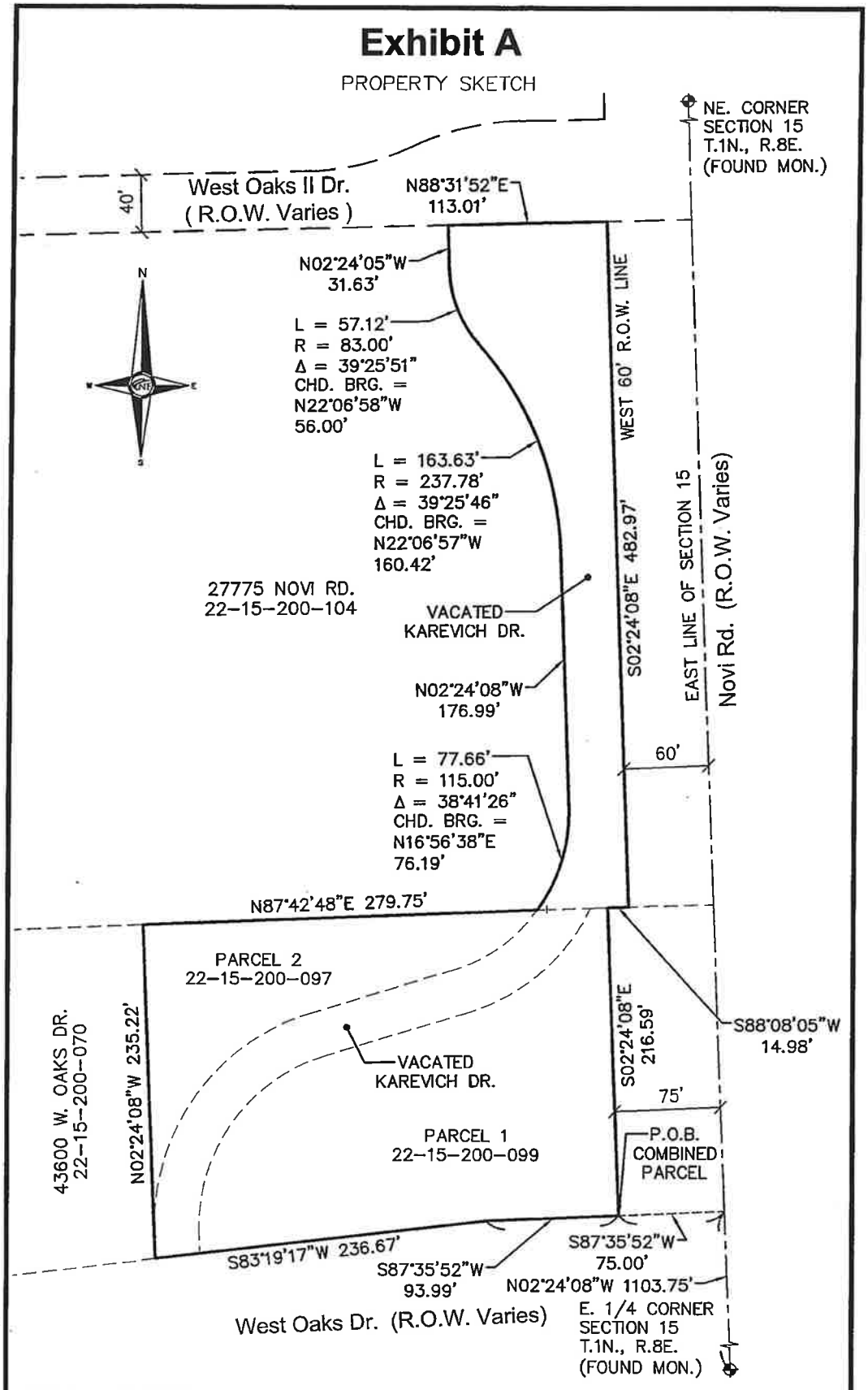
CONTAINING: 102,049 SQUARE FEET OR 2.343 ACRES.

NF ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
WWW.NFE-ENGR.COM

DATE	DRAWN	JOB NO.	SHEET
11-7-2024	M.R.C.	N706-01	3 of 6

Exhibit A

PROPERTY SKETCH



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 80'	11-7-2024	M.R.C.	N706-01	4 of 6

Exhibit B

SANITARY ACCESS EASEMENT DESCRIPTION

LEGAL DESCRIPTION - SANITARY ACCESS EASEMENT

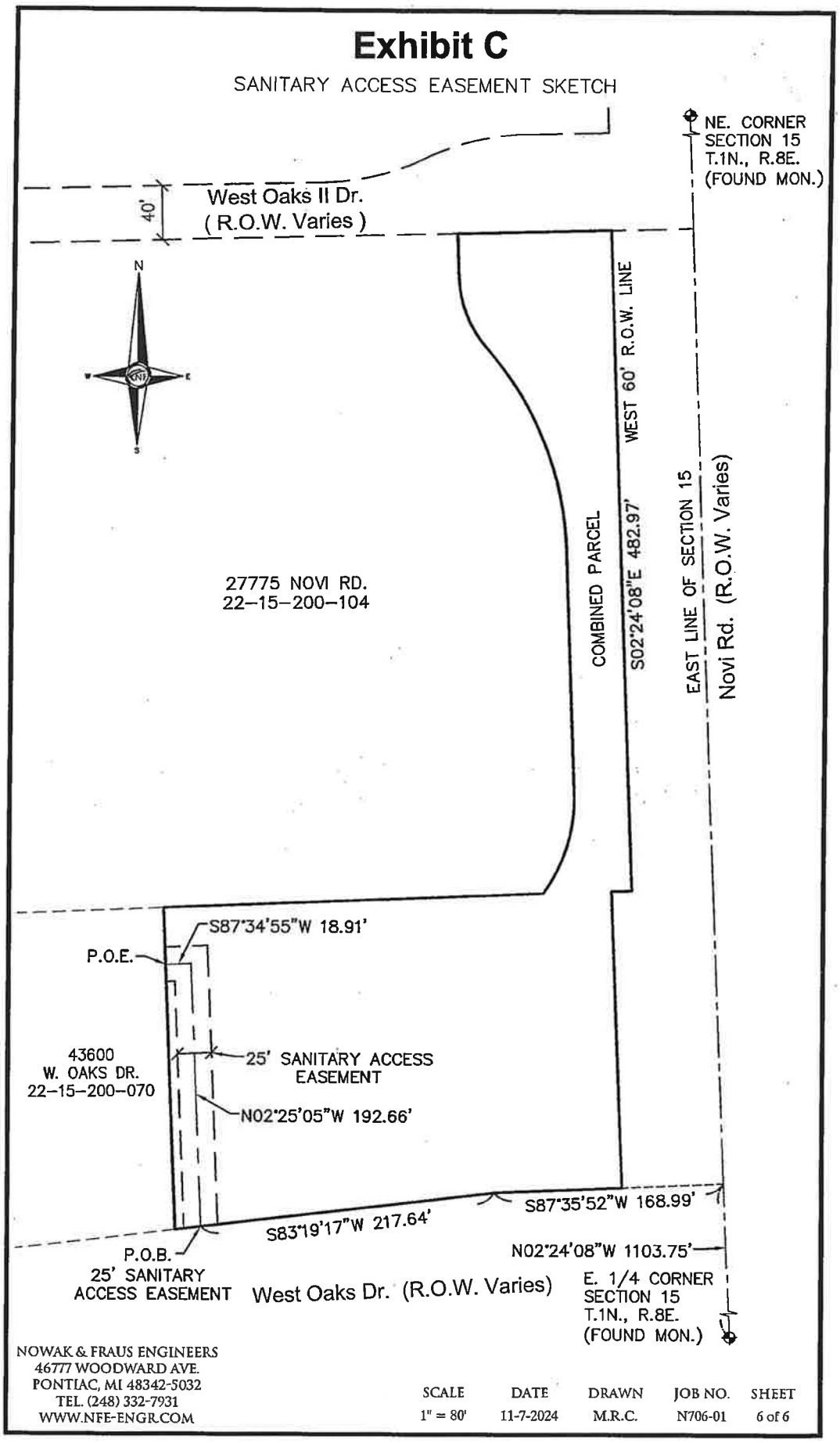
A TWENTY–FIVE (25) FOOT WIDE SANITARY ACCESS EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED ALONG ITS CENTERLINE AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 168.99 FEET; THENCE SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 217.64 FEET TO THE POINT OF BEGINNING OF SAID SANITARY ACCESS EASEMENT; THENCE NORTH 02 DEGREES 25 MINUTES 05 SECONDS WEST 192.66 FEET; THENCE SOUTH 87 DEGREES 34 MINUTES 55 SECONDS WEST 18.91 FEET TO THE POINT OF ENDING.

NF ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

DATE	DRAWN	JOB NO.	SHEET
11-7-2024	M.R.C.	N706-01	5 of 6

Exhibit C

SANITARY ACCESS EASEMENT SKETCH



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 80'	11-7-2024	M.R.C.	N706-01	6 of 6

WATER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that UPH Novi Property, LLC, a Michigan limited liability company, whose address is 49169 Alpha Dr., Wixom, Michigan 48393, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

[*See attached and incorporated Exhibit A-Property Description/Sketch Exhibit*]

Tax Identification Number: 22-15-200-115

for and in consideration of One ($1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a non-exclusive perpetual easement for a water main, over, upon, across, in, through, and under the following described real property, to-wit:

[*See attached and incorporated Exhibit B-Water Main Easement Area Description Exhibit*]

And to enter upon sufficient land adjacent to said water main easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain water main lines, and all necessary appurtenances thereto, within the easement herein granted.

All portions of the Property damaged or disturbed by Grantee's exercise of easement rights, shall be reasonably restored by Grantee to the condition that existed prior to the damage or disturbance.

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described easement, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the water main in the easement areas shown on the attached and incorporated Exhibits C.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

Exempt pursuant to MCLA 207.505(a) and MCLA 207.526(a).

IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this 19 day of November, 2025.

GRANTOR:
UPH Novi Property, LLC, a
Michigan limited liability company

By: Charles Paisley
Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 19th day of November, 2025, before me, personally appeared the above named Charles Paisley, Member of UPH Novi Property, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public, Wayne
Acting in OAKLAND County, MI
My commission expires: 8/17/2028

ANTHONY BARBOSA
Notary Public - State of Michigan
County of Wayne
My Commission Expires Aug 17, 2028
Acting in the County of OAKLAND

THIS INSTRUMENT DRAFTED BY:
Randall J. Soverinsky
Demorest Law Firm, PLLC
322 W Lincoln
Royal Oak, MI 48067

AND WHEN RECORDED RETURN TO:
Cortney Hanson, Clerk
45175 Ten Mile
Novi, Michigan 48375

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Water System Easement, dated November ___, 2025, as shown in the Exhibit A, attached hereto and incorporated herein, whereby UPH Novi Property, LLC, a Michigan limited liability company, whose address is 49169 Alpha Dr., Wixom, MI 48393, granted and conveyed said easement to the City of Novi, the undersigned hereby evidences its acknowledgment and consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 21 day of November, 2025.

Waterford Bank, N.A.

By: _____
Rebecca Neuman, Executive Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 21st day of November, 2025, by Rebecca Neuman, the Executive Vice-President of Waterford Bank, N.A., a ~~Michigan~~ National Banking Association, on its behalf.

JYLLIAN McMURRAY
Notary Public – State of Michigan
County of Oakland
My Commission Expires Sept. 11, 2027
Acting in the County of Oakland

_____
Notary Public
Acting in Oakland County, MI
My commission expires: 9/11/27

Exhibit A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION - PROPERTY

PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 75.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 93.99 FEET; THENCE SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 236.67 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 235.22 FEET; THENCE NORTH 87 DEGREES 42 MINUTES 48 SECONDS EAST 279.75 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 77.66 FEET, SAID CURVE HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 38°41'26", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES 56 MINUTES 38 SECONDS EAST 76.19 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 176.99 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 163.63 FEET, SAID CURVE HAVING A RADIUS OF 237.78 FEET, A CENTRAL ANGLE OF 39°25'46", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 06 MINUTES 57 SECONDS WEST 160.42 FEET TO A REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 57.12 FEET, SAID CURVE HAVING A RADIUS OF 83.00 FEET, A CENTRAL ANGLE OF 39°25'51", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 06 MINUTES 58 SECONDS WEST 56.00 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 05 SECONDS WEST 31.63 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 52 SECONDS EAST 113.01 FEET TO A POINT ON THE WEST SIXTY (60) FOOT RIGHT-OF-WAY LINE OF NOVI ROAD (WIDTH VARIES); THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 482.97 FEET ALONG SAID WEST 60' R.O.W. LINE OF NOVI ROAD; THENCE SOUTH 88 DEGREES 08 MINUTES 05 SECONDS WEST 14.98 FEET TO A POINT ON THE WEST SEVENTY-FIVE (75) FOOT RIGHT-OF-WAY LINE OF SAID NOVI ROAD; THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 216.59 FEET ALONG SAID WEST 75' R.O.W. LINE OF NOVI ROAD TO THE POINT OF BEGINNING.

CONTAINING: 102,049 SQUARE FEET OR 2.343 ACRES.

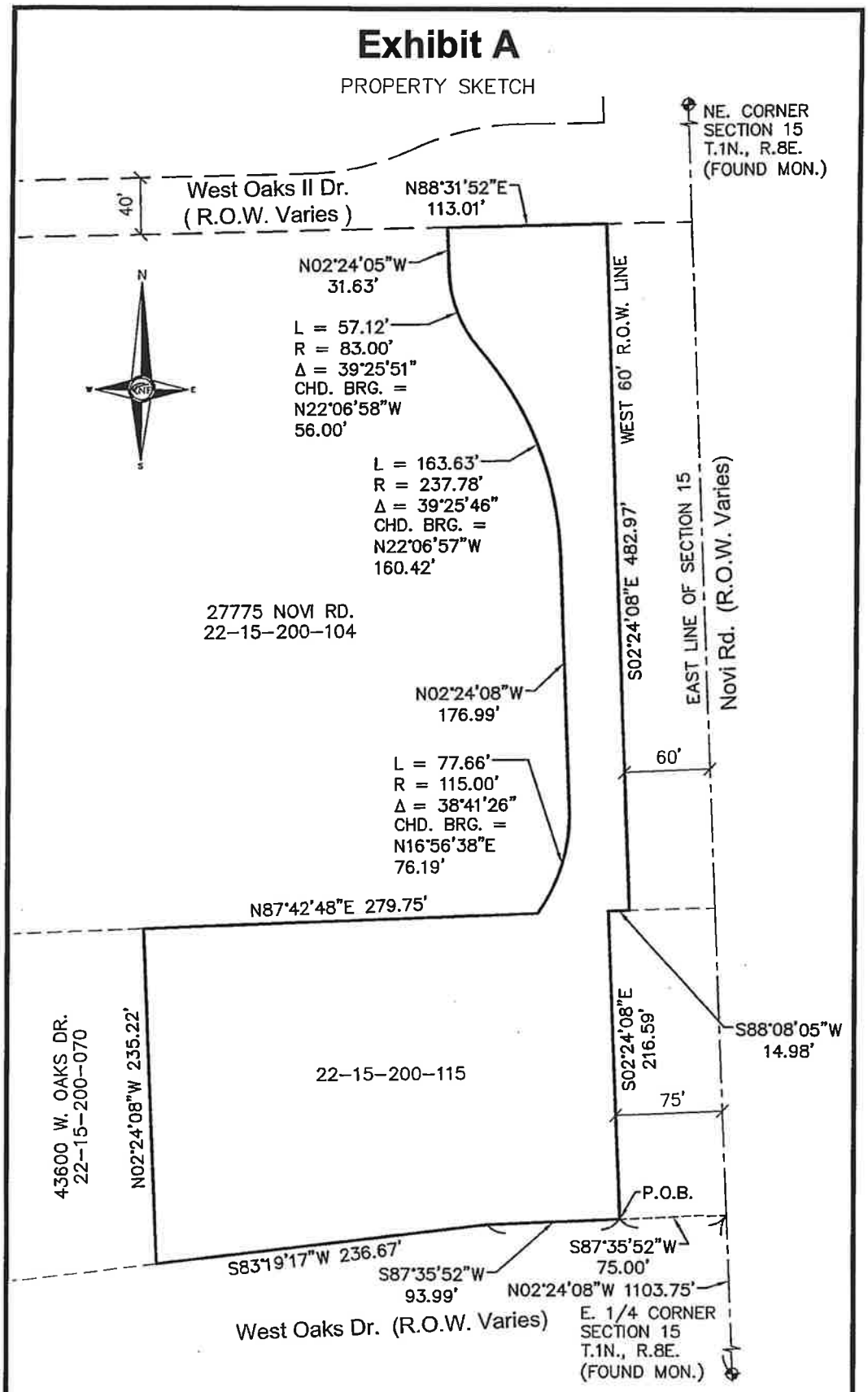
TAX ID NUMBER: 22-15-200-115

NF ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

DATE	REVISED	DRAWN	JOB NO.	SHEET
11-7-2024	5-5-2025	M.R.C.	N706-01	1 of 4

Exhibit A

PROPERTY SKETCH



NOWAK & FRAUS ENGINEERS
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SCALE	DATE	REVISED	DRAWN	JOB NO.	SHEET
1" = 80'	11-7-2024	5-5-2025	M.R.C.	N706-01	2 of 4

Exhibit B

WATER MAIN EASEMENT DESCRIPTION

LEGAL DESCRIPTION - WATER MAIN EASEMENT

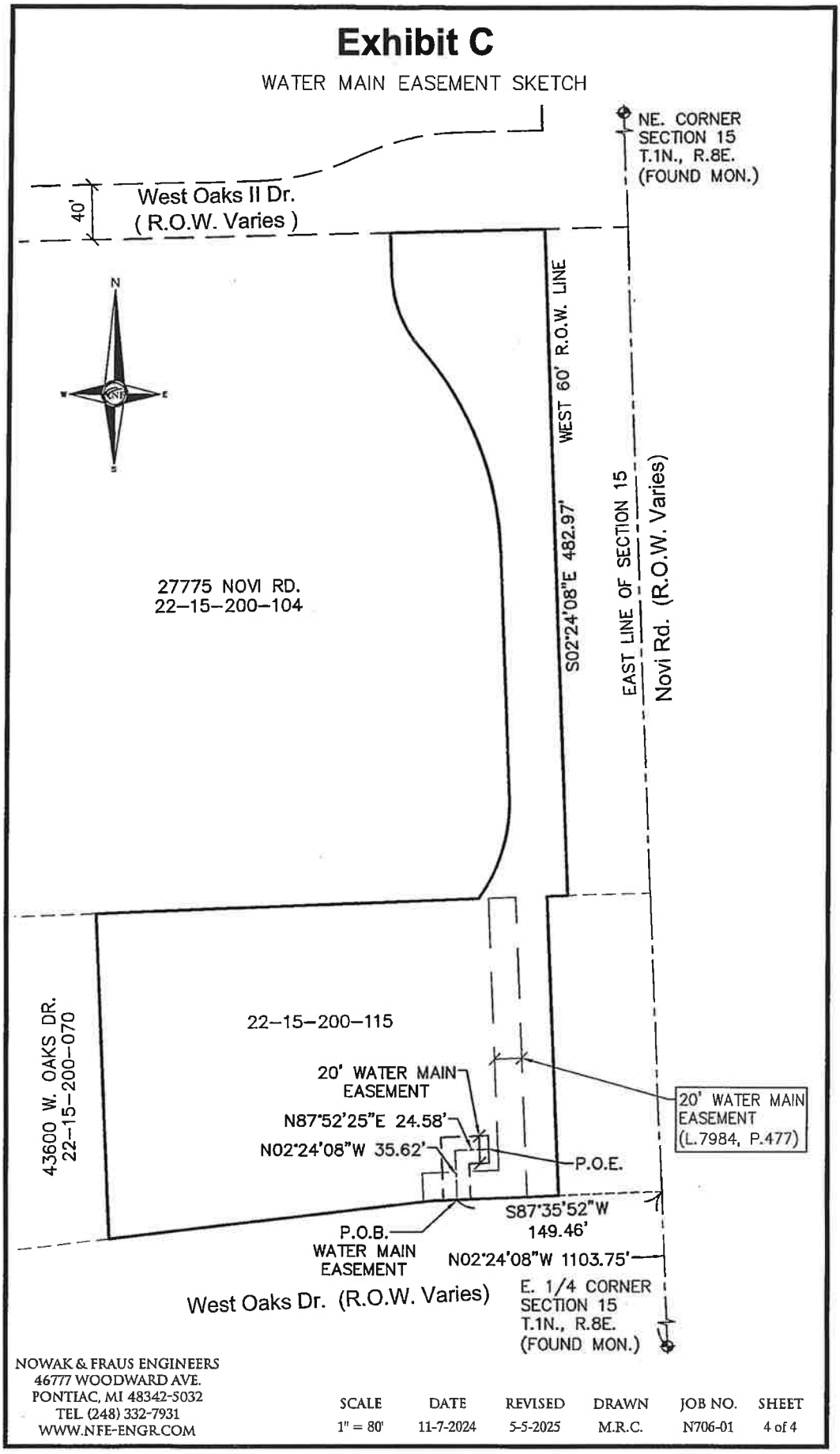
A TWENTY (20) FOOT WIDE WATER MAIN EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED ALONG ITS CENTERLINE AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 149.46 FEET TO THE POINT OF BEGINNING OF SAID WATER MAIN EASEMENT; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 35.62 FEET; THENCE NORTH 87 DEGREES 52 MINUTES 25 SECONDS EAST 24.58 FEET TO THE POINT OF ENDING.

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DATE	REVISED	DRAWN	JOB NO.	SHEET
11-7-2024	5-5-2025	M.R.C.	N706-01	3 of 4

Exhibit C

WATER MAIN EASEMENT SKETCH



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
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SCALE	DATE	REVISED	DRAWN	JOB NO.	SHEET
1" = 80'	11-7-2024	5-5-2025	M.R.C.	N706-01	4 of 4

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **UPH Novi Property, LLC,** a Michigan limited liability company **("UPH"),** whose address is 49169 Alpha Drive, Wixom, Michigan 48393**,** for the sum of $1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Novi**, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the pipes, valves, joints and appurtenances attached to or installed in the ground as a part of the water supply according to the easements and/or public rights-of-way therefore established described as follows:

{See the Attached and Incorporated Exhibit A-Water System Easement)

In witness whereof, the undersigned has executed these presents this 19th day of November, 2025.

Signed by

UPH Novi Property, LLC, a
Michigan limited liability company

By: Charles Paisley
Its: Member

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 19th day of November, 2025, by Charles Paisley, Member, on behalf of UPH Novi Property, LLC, a Michigan limited liability company, on behalf of said limited liability company.

Notary Public
Wayne County, Michigan
My Commission Expires: 8/17/2028

ANTHONY BARBOSA
Notary Public - State of Michigan
County of Wayne
My Commission Expires Aug 17, 2028
Acting in the County of Oakland

Drafted by:
Randall J. Soverinsky
Demorest Law Firm, PLLC
415 S. West St., Suite 300
Royal Oak, MI 48067

Return To:
Cortney Hanson, Clerk
City of Novi
45175 West Ten Mile Road
Novi, MI 48375-3024

Exhibit A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION - PROPERTY

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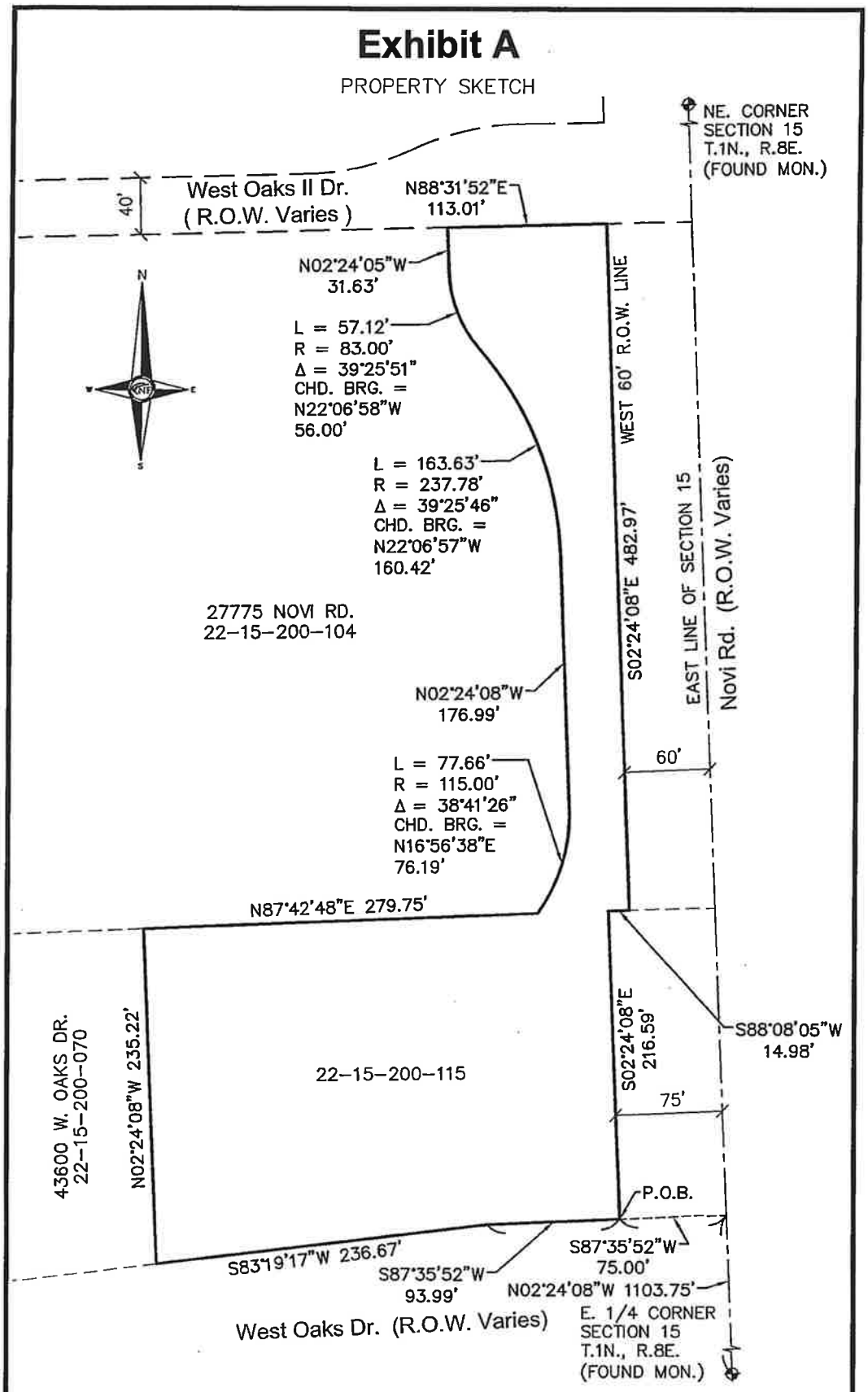
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DATE	REVISED	DRAWN	JOB NO.	SHEET
11-7-2024	5-5-2025	M.R.C.	N706-01	1 of 4

Exhibit A

PROPERTY SKETCH



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
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SCALE	DATE	REVISED	DRAWN	JOB NO.	SHEET
1" = 80'	11-7-2024	5-5-2025	M.R.C.	N706-01	2 of 4

Exhibit B

WATER MAIN EASEMENT DESCRIPTION

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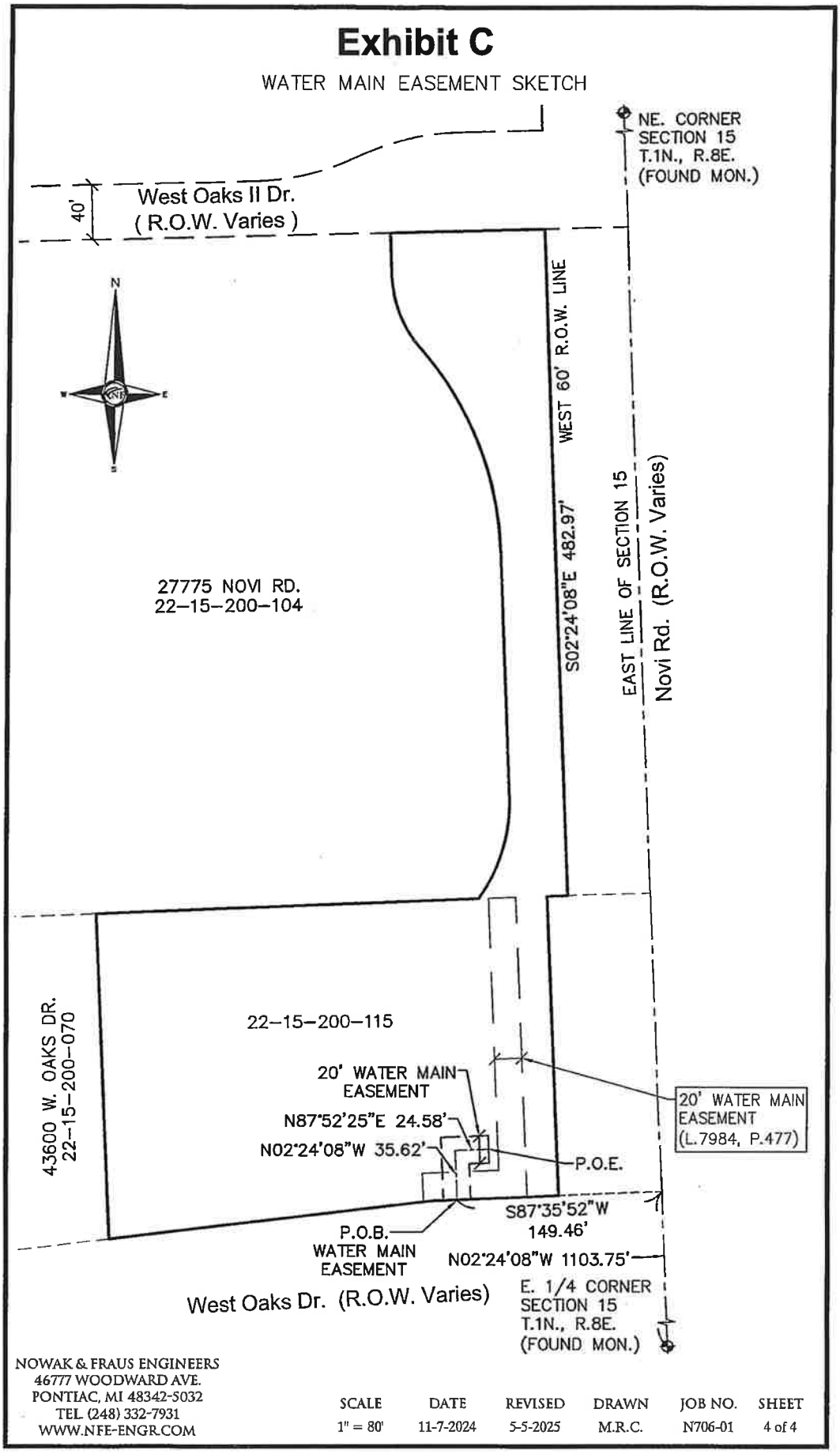
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DATE	REVISED	DRAWN	JOB NO.	SHEET
11-7-2024	5-5-2025	M.R.C.	N706-01	3 of 4

Exhibit C

WATER MAIN EASEMENT SKETCH



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
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ALTA OWNER'S POLICY OF TITLE INSURANCE

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ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
- a. a defect in the Title caused by:
  - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
  - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
  - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
  - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
  - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
  - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
  - vii. a defective judicial or administrative proceeding; or
  - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
- b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
- c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

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3. Unmarketable Title.

4. No right of access to and from the Land.

5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
a. the occupancy, use, or enjoyment of the Land;
b. the character, dimensions, or location of an improvement on the Land;
c. the subdivision of the Land; or
d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
a. of the exercise described in an Enforcement Notice; or
b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
    i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
    ii. voidable transfer under the Uniform Voidable Transactions Act; or
b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
    i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
    ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

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DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.

b. any governmental forfeiture, police, regulatory, or national security power.

c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:

a. created, suffered, assumed, or agreed to by the Insured Claimant;

b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

c. resulting in no loss or damage to the Insured Claimant;

d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or

e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:

a. fraudulent conveyance or fraudulent transfer;

b. voidable transfer under the Uniform Voidable Transactions Act; or

c. preferential transfer:
   i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
   ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
      (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
      (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
      (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
         (1). an Affiliate;
         (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
         (3). a spouse who receives the Title because of a dissolution of marriage;
         (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
         (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

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j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

a. retains an estate or interest in the Land;

b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or

c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

a. any litigation or other matter for which the Company may be liable under this policy; or

b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

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5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

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7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

i. the Amount of Insurance; or

ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:

i. the Amount of Insurance will be increased by 15%; and

ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

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e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

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14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:

i. modify any prior endorsement,
ii. extend the Date of Policy,
iii. insure against loss or damage exceeding the Amount of Insurance, or
iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: First American Title Insurance Company National Commercial Services
Issuing Office: 5445 Corporate Drive, Suite 175, Troy, MI 48098
Issuing Office's ALTA® Registry ID: 1123059
Issuing Office File Number: NCS-1183326-MICH
Property Address: Novi Road and West Oaks Drive, Novi, MI

SCHEDULE A

Name and Address of Title Insurance Company:
First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707
Policy Number: 1183326
Amount of Insurance: $2,150,000.00
Date of Policy: April 10, 2024 at 12:59 P.M.

1. The Insured is:

   UPH Novi Property LLC, a Michigan limited liability company

2. The estate or interest in the Land insured by this policy is:

   Fee Siimple

3. The Title is vested in:

   UPH Novi Property LLC, a Michigan limited liability company

4. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof

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File No. NCS-1183326-MICH

SCHEDULE B

Policy Number: 1183326

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. This item has been intentionally deleted.

2. This item has been intentionally deleted.

3. This item has been intentionally deleted.

4. This item has been intentionally deleted.

5. This item has been intentionally deleted.

6. The lien of taxes and special assessments for 2023 winter installment and subsequent years not yet due and payable.

7. This item has been intentionally deleted.

8. The terms, provisions and easement(s) contained in the document entitled "Declaration of Easements" recorded April 08, 1981 as Liber 7984, Page 477 of Official Records. (Affects both Parcels)

9. The terms, provisions and easement(s) contained in the document entitled "Joint Underground Easement" recorded August 09, 1982 as Liber 8224, Page 172 of Official Records. (Affects both Parcels)

10. This item has been intentionally deleted.

11. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.

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12. This item has been intentionally deleted.

13. This item has been intentionally deleted.

14. A Mortgage to secure an original principal indebtedness of $3,485,000.00, and any other amounts or obligations secured thereby, recorded April 11, 2024 as Liber 59281, Page 473 of Official Records.

Dated:	April 3, 2024
Mortgagor:	UPH Novi Property LLC, a Michigan limited liability company
Mortgagee:	Waterford Bank, NA

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File No. NCS-1183326-MICH

EXHIBIT A

Policy Number: 1183326

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MI, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Part of the Northeast 1/4 of Section 15, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as beginning at a point located North 02 degrees 24 minutes 08 seconds West 1103.75 feet along the East line of said Section 15 and South 87 degrees 35 minutes 52 seconds West 75.00 feet from the East 1/4 corner of said Section; thence continuing South 87 degrees 35 minutes 52 seconds West 93.99 feet; thence South 83 degrees 19 minutes 17 seconds West 204.58 feet; thence North 02 degrees 24 minutes 08 seconds West 14.85 feet to a point of curve; thence along the arc of a curve to the right 163.07 feet to a point of tangency, said curve having a radius of 124.00 feet, a central angle of 75 degrees 21 minutes 03 seconds, and a long chord bearing North 35 degrees 16 minutes 23 seconds East 151.57 feet; thence North 72 degrees 56 minutes 55 seconds East 105.98 feet to a point of curve; thence along the arc of a curve to the left 117.95 feet to a non-tangent point, said curve having a radius of 146.00 feet, a central angle of 46 degrees 17 minutes 20 seconds, and a long chord bearing North 49 degrees 48 minutes 15 seconds East 114.77 feet; thence North 88 degrees 08 minutes 05 seconds East 12.13 feet; thence South 02 degrees 24 minutes 08 seconds East 216.59 feet to the point of beginning.

Parcel 2:

Part of the Northeast 1/4 of Section 15, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as beginning at a point located North 02 degrees 24 minutes 08 seconds West 1103.75 feet along the East line of said Section 15 and South 87 degrees 35 minutes 52 seconds West 168.99 feet and South 83 degrees 19 minutes 17 seconds West 236.67 feet and North 02 degrees 24 minutes 08 seconds West 17.24 feet from the East 1/4 corner of said Section; thence continuing North 02 degrees 24 minutes 08 seconds West 217.98 feet; thence North 87 degrees 42 minutes 48 seconds East 279.75 feet to a point on curve; thence along the arc of a curve to the right 73.77 feet to a point of tangency, said curve having a radius of 114.00 feet, a central angle of 37 degrees 04 minutes 36 seconds, and a long chord bearing South 54 degrees 24 minutes 36 seconds West 72.49 feet; thence South 72 degrees 56 minutes 55 seconds West 105.98 feet to a point of curve; thence along the arc of a curve to the left 205.16 feet, said curve having a radius of 156.00 feet, a central angle of 75 degrees 21 minutes 03 seconds, and a long chord bearing South 35 degrees 16 minutes 23 seconds West 190.69 feet to the point of beginning.

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First American

COMMERCIAL ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 1183326

File No.: NCS-1183326-MICH

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: April 10, 2024

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

First American

COVENANTS, CONDITIONS AND RESTRICTIONS -
IMPROVED LAND - OWNER'S POLICY ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 1183326 File No.: NCS-1183326-MICH

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For the purposes of this endorsement only:

   a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.

   b. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by Michigan state law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;

   b. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or

   c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

   a. any Covenant contained in an instrument creating a lease;

   b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or

   c. except as provided in Section 3.c., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: April 10, 2024

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

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First American

ACCESS AND ENTRY
ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 1183326

File No.: NCS-1183326-MICH

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from North Karevich Drive (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: April 10, 2024

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

First American

MULTIPLE TAX PARCEL - EASEMENTS ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 1183326 File No.: NCS-1183326-MICH

The Company insures against loss or damage sustained by the Insured by reason of:

1. those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

Parcel	Tax Identification Numbers
Parcel 1	22-15-200-099
Parcel 2	22-15-200-097

2. the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes, assessments or other charges imposed on the servient estate by a governmental authority.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: April 10, 2024

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

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First American

SAME AS SURVEY ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 1183326

File No.: NCS-1183326-MICH

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Nowak & Fraus Engineers dated July 17, 2023, and designated Job No. N706.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: April 10, 2024

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

ALTA 26 SUBDIVISION ENDORSEMENT

This endorsement is issued as part of
Policy Number 1183326
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

File No.: NCS-1183326-MICH

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the State subdivision statutes and the subdivision ordinances of the county or municipality of the State applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

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First American

POLICY AUTHENTICATION ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 1183326

File No.: NCS-1183326-MICH

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

Date: April 10, 2024

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

First American

DELETION OF ARBITRATION CONDITION -
OWNER'S POLICY ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 1183326 File No.: NCS-1183326-MICH

The Policy is hereby amended by deleting Paragraph 14 from the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: April 10, 2024

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

SPALDING DEDECKER
Engineering & Surveying Excellence since 1954

November 26, 2025

Ben Croy
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Culvers - Acceptance Documents Review #5
Novi # JSP23-0037
SDA Job No. NV-222
FINAL DOCUMENTS – APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on November 25, 2025 against the revised Engineering Plans dated October 13, 2025 and the as-built construction records. We offer the following comments:

Final Acceptance Documents

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using blue/black ink as the County will reject them otherwise.

1. On-Site Water System Easement
(executed 11-19-2025)
Exhibit A (Parcel Description) Approved
Exhibit B (Easement Description and Sketch) Approved

2. On-Site Sanitary Sewer Manhole Access Easement
(executed 11-19-2025)
Exhibit A (Parcel Description) Approved
Exhibit B (Easement Description and Sketch) Approved

3. Storm Drainage Facility / Maintenance Easement Agreement
(executed 11-19-2025)
Exhibit A (Parcel Description) Approved
Exhibit B (Schedule of Maintenance) Approved
Exhibit C (Ingress/Egress Easement Description and Sketch) Approved
Exhibit D (Detention Basin Easement Description and Sketch) Approved

4. Road Vacation, Maintenance and Access Easement (Karevich Drive)
(unexecuted: exhibit dated 11-7-2024)
Exhibit A (Parcel Description) Approved
Exhibit B (Easement Description and Sketch) Approved

5. Sidewalk Easement
(executed 11-19-2025)
Exhibit A (Parcel Description) Approved
Exhibit B (Easement Description and Sketch) Approved

6. Bills of Sale for all public utilities
(executed 2025-11-19) Approved

7. Full Unconditional Waivers of Lien from contractors installing public utilities
(executed by BMW Contracting LLC, Core & Main LP, and TKMS)
PROVIDED

8. Sworn Statement signed by Developer
PROVIDED

Unless otherwise stated above, the documents submitted were found to be acceptable by our office pending review by the City Attorney. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the mayor's signature.

It should be noted that the Plan Review Center Report dated 11-25-2024 contains all documentation requirements necessary prior to construction and occupancy of the facility.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER

Taylor E Reynolds
Digitally signed by Taylor E Reynolds
Date: 2025.11.26 10:40:34-05'00'

Taylor E. Reynolds, PE
Senior Project Manager

Cc (via Email): Milad Alesmail, City of Novi
Humna Anjum, City of Novi
Lindsay Bell, City of Novi
Stacey Choi, City of Novi
Dan Commer, City of Novi
Alyssa Craigie, City of Novi
Cortney Hanson, City of Novi
Sarah Marchioni, City of Novi
Barb McBeth, City of Novi
Melissa Morris, City of Novi
Kate Purpura, City of Novi
Rebecca Runkel, City of Novi
Diana Shanahan, City of Novi

Angie Sosnowski, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Sydney Waynick, SDA
Tyler Smith, Applicant

CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Approval of the final closing documents from Hartwell Cement Company, Inc, for the 2024 Neighborhood Sidewalk Repair Program project, in the amount of $0.00.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Second phase of the Neighborhood Sidewalk Repair Program
- 34,500 square feet of sidewalk replaced, and 60 trees removed in five subdivisions
- Hartwell agreed to release all remaining retainage to the City and transferred to a future program

BACKGROUND INFORMATION:

City engineering consultant, AECOM-Great Lakes, assisted the Engineering Division with developing a plan for the second phase of the Neighborhood Sidewalk Repair Program. The first phase of the sidewalk repair program was a pilot program in the Meadowbrook Glens subdivision. This program repairs and replaces damaged sidewalk panels that pose a risk to public safety. The program also includes tree pruning and removal where tree roots are responsible for the sidewalk damage.

For this second phase of the program, subdivisions were selected based on their sidewalk network's age and condition. The subdivisions included were Chase Farms, Willowbrook Farms, Bristol Corners, Yerkes Manor, and Westminster Village. AECOM evaluated all sidewalk panels and worked with the City Forester to determine which trees required pruning and removal.

Across the five subdivisions, a total of approximately 34,500 square feet of concrete sidewalk were removed and replaced.

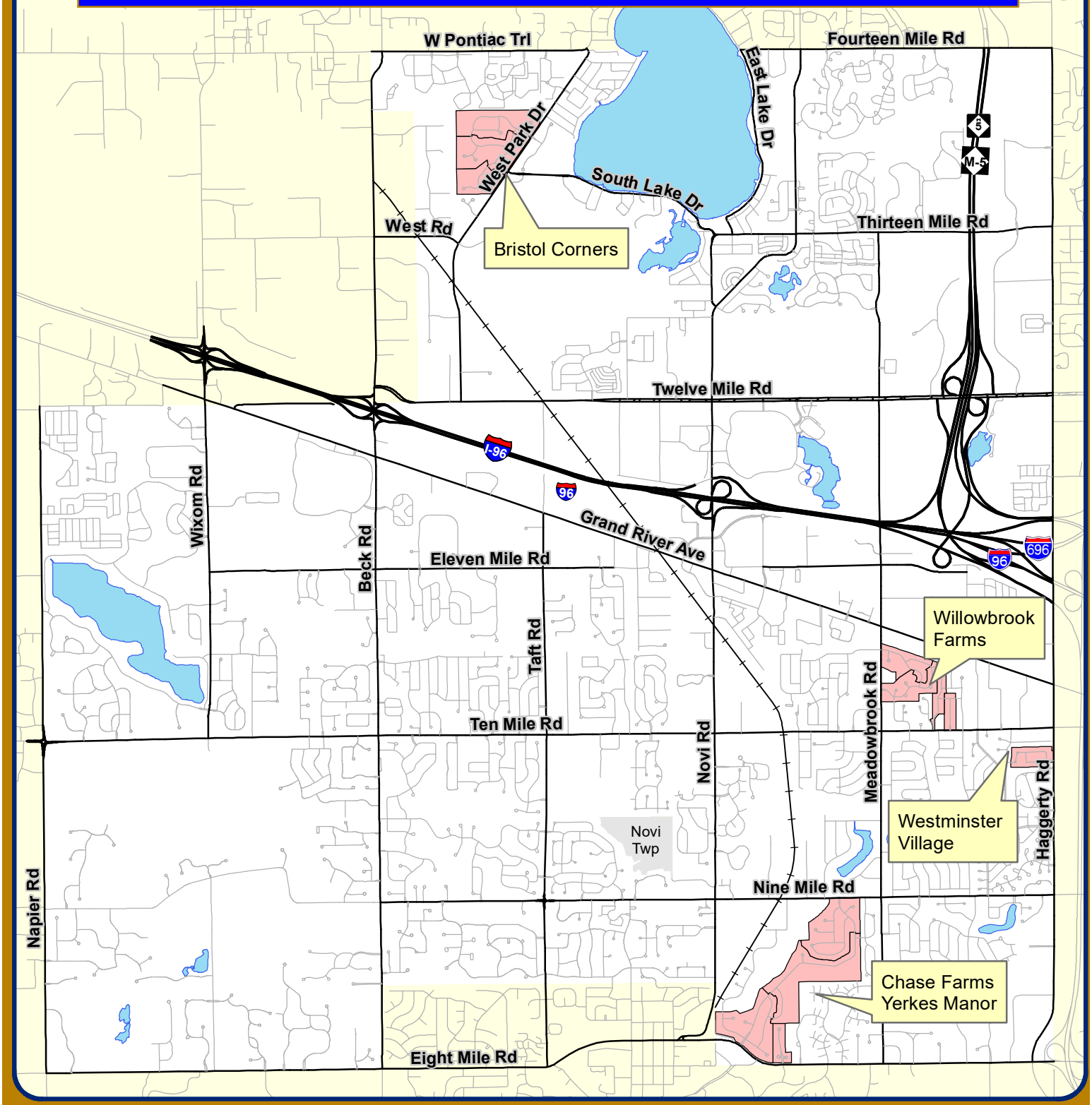
In Bristol Corners, approximately 21 panels of replaced sidewalk exhibited severe scaling of the surface of the concrete. Hartwell has agreed to let the City keep all their remaining retainage ($24,990.94) to close out their contract with the City. The City will transfer these retainage funds to the next sidewalk program to fix them.

The construction contract was awarded at the July 8, 2024 City Council meeting to Hartwell Cement Company, Inc, in the amount of $435,037.75. Staff worked with the engineering consultant for this project, AECOM-Great Lakes, to review and verify the final contract payment amount of $0.00 that is due to the contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, May 26, 2026).

There were three (3) approved change orders issued resulting in an overall increase of $64,781.24 or 14.9% over the awarded amount. The approved change orders resulted in a contract price of $499,818.99 for the contract. Then, after subtracting the retainage, the final contract price is $474,828.05.

RECOMMENDED ACTION: Approval of the final closing documents from Hartwell Cement Company, Inc, for the 2024 Neighborhood Sidewalk Repair Program project, in the amount of $0.

2024 Neighborhood Sidewalk Repair Program



Map Author: Runkel
Date:6-13-24
Project: Sidewalk Program
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

Development

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

Feet
0 875 1,750 3,500 5,250
1 inch = 4,300 feet

2024 NEIGHBORHOOD SIDEWALK PROGRAM



Before: 41014 Scarborough Lane



After: 41014 Scarborough Lane



Before/During: 45593 Bristol Circle



After: 45593 Bristol Circle



Before: 45662-45670 South Lake Drive, in Bristol Corners Subdivision



After: 45662-45670 South Lake Drive, in Bristol Corners Subdivision

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

May 26, 2026

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

Re: ***2024 Neighborhood Sidewalk Program – Hartwell Cement Company. -*** **Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the 2024 Neighborhood Sidewalk Program:

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

C: Cortney Hanson, Clerk
Ben Croy, City Engineer
Megan Mikus, Deputy Director of Public Works
Dominic Conti, AECOM
Thomas R. Schultz, Esquire

CITY OF NOVI

Balance Due This Payment = $ 0.00

PURCHASE ORDER NO.
97501

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2024 Neighborhood Sidewalk Repair Program
NOVI PROJECT NO.: 24-5001
CIP NO.: ENG068
PAYMENT NO.: FINAL

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

ENGINEER: AECOM-Great Lakes, 39575 Lewis Drive, Suite 400, Novi, Michigan 48377, (248) 204-5900

CONTRACTOR: Hartwell Cement Company, 21650 Fern Street, Oak Park, Michigan 48237, (248) 548-5858

CONTRACT AMOUNT
ORIGINAL: $435,037.75
REVISED: $499,818.99

FINAL COMPLETION DATES
ORIGINAL: November 14, 2024
REVISED:
ACTUAL:

DATES OF ESTIMATE
FROM: March 23, 2026
TO: March 24, 2026

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

Item No.	DIVISION 1 - Base Bid (Chase, Willowbrook, Bristol) GL# 204-446.00-975.023 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 - Base Bid	CD	21.00	$ 800.00	$ 16,800.00	57.25	$ 800.00	$ 45,800.00				57.25	$ 45,800.00	100%
0	Crew Days - Division 2 - Alt 1 Yerkes	CD	3.00	$ 800.00	$ 2,400.00	5.50	$ 800.00	$ 4,400.00				5.50	$ 4,400.00	100%
0	Crew Days - Division 3 - Alt 2 Westmin	CD	5.00	$ 800.00	$ 4,000.00	5.00	$ 800.00	$ 4,000.00				5.00	$ 4,000.00	100%
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		**29.00**	**$ 800.00**	**$ 23,200.00**	**67.75**	**$ 800.00**	**$ 54,200.00**	**0.00**			**67.75**	**$ 54,200.00**	**100%**
100	Mobilization (10% Max.)	LS	1.00	$ 35,000.00	$ 35,000.00	1.00	$ 35,000.00	$ 35,000.00				1.00	$ 35,000.00	100%
101	Pre-Construction Audio/Visual	LS	1.00	$ 5,000.00	$ 5,000.00	1.00	$ 5,000.00	$ 5,000.00				1.00	$ 5,000.00	100%
102	Erosion Control, Silt Fence	LF	300.00	$ 5.00	$ 1,500.00	0.00	$ 5.00	$ -				0.00		
103	Erosion Control, Inlet Protection	EA	23.00	$ 100.00	$ 2,300.00	0.00	$ 100.00	$ -				0.00		
104	Sidewalk, Remove, Modified	SY	2625.00	$ 10.00	$ 26,250.00	4315.81	$ 10.00	$ 43,158.10				4315.81	$ 43,158.10	100%
105	Agg Base, 21AA Limestone, 4-inch	SY	2486.00	$ 8.00	$ 19,888.00	10.67	$ 8.00	$ 85.36				10.67	$ 85.36	100%
106	Agg Base, 21AA Limestone, 6-inch	SY	1241.00	$ 12.00	$ 14,892.00	1020.92	$ 12.00	$ 12,251.04				1020.92	$ 12,251.04	100%
107	Sidewalk, Conc, 4-inch	SF	17545.00	$ 7.75	$ 135,973.75	27782.56	$ 7.75	$ 215,314.84				27782.56	$ 215,314.84	100%
108	Sidewalk, Conc, 6-inch	SF	5502.00	$ 8.75	$ 48,142.50	4954.68	$ 8.75	$ 43,353.45				4954.68	$ 43,353.45	100%
109	Curb Ramp, Conc, 6-inch	SF	561.00	$ 25.00	$ 14,025.00	457.60	$ 25.00	$ 11,440.00				457.60	$ 11,440.00	100%
110	Curb Ramp Opening, Conc	LF	110.00	$ 85.00	$ 9,350.00	69.83	$ 85.00	$ 5,935.55				69.83	$ 5,935.55	100%
111	HMA Surface, Remove, Modified	SY	360.00	$ 18.00	$ 6,480.00	0.00	$ 18.00	$ -				0.00		
112	Curb and Gutter, Remove, Modified	LF	110.00	$ 10.00	$ 1,100.00	24.75	$ 10.00	$ 247.50				24.75	$ 247.50	100%
113	Detectable Warning Surface	LF	70.00	$ 50.00	$ 3,500.00	54.50	$ 50.00	$ 2,725.00				54.50	$ 2,725.00	100%
114	Utility Structure Cover, Adj, Case 1	EA	8.00	$ 100.00	$ 800.00	3.00	$ 100.00	$ 300.00				3.00	$ 300.00	100%
115	Tree & Stump, Rem, 6-inch to 18-inch	EA	45.00	$ 285.00	$ 12,825.00	28.00	$ 285.00	$ 7,980.00				28.00	$ 7,980.00	100%
116	Tree & Stump, Rem,19-inch to 36-inch	EA	5.00	$ 875.00	$ 4,375.00	18.00	$ 875.00	$ 15,750.00				18.00	$ 15,750.00	100%
117	Driveway, Nonreinf Conc, 6-inch	SY	360.00	$ 72.00	$ 25,920.00	23.05	$ 72.00	$ 1,659.60				23.05	$ 1,659.60	100%
118	Maintaining Traffic	LS	1.00	$ 7,500.00	$ 7,500.00	1.00	$ 7,500.00	$ 7,500.00				1.00	$ 7,500.00	100%
119	Surface Restoration	LS	1.00	$ 5,000.00	$ 5,000.00	1.00	$ 5,000.00	$ 5,000.00				1.00	$ 5,000.00	100%
	TOTAL THIS SHEET				$ 379,821.25			$ 412,700.44		$ -			$ 412,700.44	100%

CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2024 Neighborhood Sidewalk Repair Program
NOVI PROJECT NO.: 24-5001
CIP NO.: ENG068
PAYMENT NO.: FINAL

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

Item No.	DIVISION 2 - Alternate Bid No. 1 (Yerkes Manor) GL# 204-446.00-975.023 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	Mobilization (10% Max)	LS	1.00	$ 1,000.00	$ 1,000.00	1.00	$ 1,000.00	$ 1,000.00				1.00	$ 1,000.00	100%
201	Pre-Construction Audio/Visual	LS	1.00	$ 1,000.00	$ 1,000.00	1.00	$ 1,000.00	$ 1,000.00				1.00	$ 1,000.00	100%
202	Erosion Control, Inlet Protection	EA	3.00	$ 100.00	$ 300.00	0.00	$ 100.00					0.00		
203	Sidewalk, Remove, Modified	SY	83.00	$ 10.00	$ 830.00	229.97	$ 10.00	$ 2,299.70				229.97	$ 2,299.70	100%
204	Agg Base, 21AA Limestone, 4-inch	SY	100.00	$ 8.00	$ 800.00	0.00	$ 8.00					0.00		
205	Sidewalk, Conc, 4-inch	SF	743.00	$ 7.75	$ 5,758.25	1929.45	$ 7.75	$ 14,953.24				1929.45	$ 14,953.24	100%
206	Utility Structure Cover, Adj, Case 1	EA	2.00	$ 100.00	$ 200.00	0.00	$ 100.00					0.00		
207	Maintaining Traffic	LS	1.00	$ 500.00	$ 500.00	1.00	$ 500.00	$ 500.00				1.00	$ 500.00	100%
208	Surface Restoration	LS	1.00	$ 500.00	$ 500.00	1.00	$ 500.00	$ 500.00				1.00	$ 500.00	100%

CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2024 Neighborhood Sidewalk Repair Program

NOVI PROJECT NO.: 24-5001
CIP NO.: ENG068

PAYMENT NO.: FINAL

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

Item No.	DIVISION 3 - Alternate Bid No. 2 (Westminster Village) GL# 204-446.00-975.023 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	%
300	Mobilization (10% Max)	LS	1.00	$ 5,000.00	$ 5,000.00	1.00	$ 5,000.00	$ 5,000.00				1.00	$ 5,000.00	100%
301	Pre-Construction Audio/Visual	LS	1.00	$ 1,000.00	$ 1,000.00	1.00	$ 1,000.00	$ 1,000.00				1.00	$ 1,000.00	100%
302	Erosion Control, Inlet Protection	EA	4.00	$ 100.00	$ 400.00	0.00	$ 100.00	$ -				0.00	$ -	
303	Sidewalk, Remove, Modified	SY	324.00	$ 10.00	$ 3,240.00	579.64	$ 10.00	$ 5,796.40				579.64	$ 5,796.40	100%
304	Agg Base, 21AA Limestone, 4-inch	SY	372.00	$ 8.00	$ 2,976.00	0.00	$ 8.00	$ -				0.00	$ -	
305	Agg Base, 21AA Limestone, 6-inch	SY	37.00	$ 12.00	$ 444.00	39.26	$ 12.00	$ 471.12				39.26	$ 471.12	100%
306	Sidewalk, Conc, 4-inch	SF	2783.00	$ 7.75	$ 21,568.25	4863.43	$ 7.75	$ 37,691.58				4863.43	$ 37,691.58	100%
307	Sidewalk, Conc, 6-inch	SF	132.00	$ 8.75	$ 1,155.00	353.34	$ 8.75	$ 3,091.73				353.34	$ 3,091.73	100%
308	Utility Structure Cover, Adj, Case 1	EA	2.00	$ 100.00	$ 200.00	0.00	$ 100.00	$ -				0.00	$ -	
309	Tree & Stump Rem, 6-inch to 18-inch	EA	17.00	$ 285.00	$ 4,845.00	13.00	$ 285.00	$ 3,705.00				13.00	$ 3,705.00	100%
310	Maintaining Traffic	LS	1.00	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00	$ 1,500.00				1.00	$ 1,500.00	100%
311	Surface Restoration	LS	1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00	$ 2,000.00				1.00	$ 2,000.00	100%
	TOTAL FROM THIS SHEET				$ 44,328.25			$ 60,255.83		$ -			$ 60,255.83	
	TOTAL FROM OTHER SHEETS				$ 390,709.50			$ 432,953.38		$ -			$ 432,953.38	
	SUBTOTAL				$ 435,037.75			$ 493,209.21		$ -			$ 493,209.21	100%

CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2024 Neighborhood Sidewalk Repair Program
NOVI PROJECT NO.: 24-5001
CIP NO.: ENG068
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	%
209	Sidewalk, Conc, 6 inch Alt 1	SF	2	204-446.00-975.023	131.25	$ 8.75	$ 1,148.44				131.25	$ 1,148.44	100%
210	Agg Base, 21AA Lmstn, 6 inch Alt 1	SY	2	204-446.00-975.023	14.58	$ 12.00	$ 174.96				14.58	$ 174.96	100%
211	Tree & Stmp Rem, 6 - 18-inch Alt 1	EA	2	204-446.00-975.023	10.00	$ 285.00	$ 2,850.00				10.00	$ 2,850.00	100%
212	21346 Wheaton Ln Irrigation	LS	1	204-446.00-975.023	1.00	$ 1,567.39	$ 1,567.39				1.00	$ 1,567.39	100%
213	20179 Emily Ct Irrigation	LS	2	204-446.00-975.023	1.00	$ 687.00	$ 687.00				1.00	$ 687.00	100%
214	20855 Veranda Dr Irrigation	LS	2	204-446.00-975.023	1.00	$ 182.00	$ 182.00				1.00	$ 182.00	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	$ -	
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			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
	TOTAL FROM THIS SHEET						$ 6,609.79		$ -			$ 6,609.79	
	TOTAL FROM OTHER SHEETS				$ 435,037.75		$ 493,209.21		$ -			$ 493,209.21	
	GRAND TOTAL				**$ 435,037.75**		**$ 499,818.99**		**$ -**			**$ 499,818.99**	**100%**

CITY OF NOVI

PURCHASE ORDER NO.
97501

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2024 Neighborhood Sidewalk Repair Program
NOVI PROJECT NO.: 24-5001
CIP NO.: ENG068
PAYMENT NO.: FINAL

Original Contract Amount:			$	435,037.75
Change Orders:			$	64,781.24
Adjusted Contract Amount to Date:			$	499,818.99
Total Cost of Work Performed to Date:			$	499,818.99
MINUS Retainage:		5%	$	24,990.94 *
MINUS Inspection "Crew Days":	To Date	67.75	$	-
	This Pay	0.00		
Net Amt. Earned of Contract and Extra Work to Date:			$	474,828.05
MINUS L.D.'s:	# of days over =		$	-
	$ amount/day =	$800		
Subtotal:			$	474,828.05
ADD Incentive "Crew Days", if under:			$	-
Subtotal:			$	474,828.05
MINUS Amount of Previous Payments:			$	474,828.05
1			**$**	**114,830.99**
2			**$**	**218,796.28**
3			**$**	**134,883.69**
4			**$**	**3,750.00**
5			**$**	**2,567.09**
6			**$**	**-**
7			**$**	**-**
8			**$**	**-**
9			**$**	**-**
10			**$**	**-**

CHANGE ORDERS

No.	Date	Amount
1	October 7, 2024	$ 13,874.74
	November 4, 2024	$ 48,204.31
3	February 12, 2026	$ 2,702.19
4		
5		
6		
7		
8		
9		
10		
	TOTAL:	**$ 64,781.24**

Inspection "Crew Days" Allowed per Contract:	29.00
Additional "Crew Days" per Change Orders:	38.75
Total Inspection "Crew Days" Allowed:	67.75
Inspection "Crew Days" Used to Date:	67.75
Inspection "Crew Days" Remaining:	0.00

BALANCE DUE THIS PAYMENT: **$ 0.00**

*Note, due to remaining unresolved issues, Hartwell Cement and the City of Novi have come to an agreement to waive remaining retainage.

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:	2024 Neighborhood Sidewalk Repair Program	**NOVI PROJECT NO.:**	24-5001	**PAYMENT NO.:**	FINAL
		CIP NO.:	ENG068		

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.

Hartwell Cement Company
CONTRACTOR - Electronic Signature Certification

AECOM-Great Lakes
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.

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

AIA DOCUMENT G707

PROJECT: 2024 Sidewalk Repair Program
(name, address)

TO (Owner)

City of Novi, Engineering Department
26300 Lee BeGole Drive
Novi, MI 48375

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 07/25/2024

CONTRACTOR: Hartwell Cement Company

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

Cinicinnati Insurance Company 6200 S Gilmore Road Fairfield, Ohio 45014-5141 , SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Hartwell Cement Company, 21650 Fern Ave, Oak Park, MI 48237 , CONTRACTOR,

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

City of Novi , OWNERS,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 26th day of March , 2026 .

THE CINCINNATI INSURANCE COMPANY
Surety Company

Signature of Authorized Representative

Title Attorney in Fact

Attest:
(Seal):

The Cincinnati Insurance Company CORPORATE SEAL OHIO

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

AIA DOCUMENT G707 • CONSENT OF SURETY COMPANY TO FINAL PAYMENT • APRIL 1970 EDITION • AIA®
© 1970 • THE AMERICAN INSTITUTE OF ARCHITECTS. 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

William T. St. Charles; Tim J. McDonnell; Leslie Payment; Brian St. Charles Liz Burkhardt and/or Justin Messer

of Wixom, Michigan
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Ten Million and No/100 Dollars ($10,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 26th day of March , 2026 .

BN-1457 (3/21)

THE CINCINNATI INSURANCE COMPANY

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we

Hartwell Cement Company

as Principal and THE CINCINNATI INSURANCE COMPANY, 6200 S. Gilmore Road, Fairfield, Ohio 45014-5141, a corporation organized under the laws of the State of Ohio, with principal office at Cincinnati, Ohio, as Surety, are held and firmly bound unto

City of Novi

(hereinafter called the Obligee), in the penal sum of

$474,828.05

Dollars, for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 19th day of, May . 2026

WHEREAS, the said Principal has heretofore entered into a written agreement with the Obligee above named for

2024 Sidewalk Repair Program

and,

WHEREAS, the work called for under said contract has now been completed and accepted by the said Obligee;

NOW, THEREFORE,THE CONDITION OF THIS OBLIGATION IS SUCH, That if said Principal shall, for a period Of One year(s) from and after the 19th day of May , indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its Home Office in the City of Cincinnati, Ohio, promptly and in any event within ten (10) days after the Obligee or his representative shall learn of such default, and that no claim, suit, or action by reason of any default of the Principal shall be brought here under after the expiration of thirty days from the end of the maintenance period as herein set forth.

(Principal) (Seal)

(Title)

THE CINCINNATI INSURANCE COMPANY

By _____

Justin Messer

Attorney-in-fact

S-2400 (6/08)

CONTRACTORS SWORN STATEMENT

The general contractor must execute this Sworn Statement. Prior to execution, the general contractor shall on Schedule B of this Sworn Statement list the names of all persons, firms, or corporations engaged by the General Contractor to furnish services, equipment, labor and/or materials in connection with the work performed on the premises including the type of work materials furnished by each.

The examining attorney shall verify that every person or firm listed in Schedule B has properly executed appropriate waivers of lien prior to issuance of any final payments.

STATE OF MICHIGAN

COUNTY OF OAKLAND

The undersigned, being duly sworn, on oath deposes and says that (s)he is the

President (Title) of the Hartwell Cement Company (Firm Name).

the contractor employed by the City of Novi to furnish labor and materials for the

Novi Sidewalk Improvement Project
(Description of Improvement)

located at: Novi, MI

The total amount of the contract is $474,828.05 of which I have received payment of $472,260.96 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with reqpect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

The undersigned further states that all material (except as disclosed on said Schedule B) has been or will be furnished from his/her own stock and has been paid for in full; that there are no other contracts or subcontracts for said work outstanding, and that there is nothing due or to become due to any person for services, equipment, material, labor, or any other work done or to be done in connections with said work other than the stated on Schedule B. There are no chattel mortgages, personal property leases, conditional sale contracts or any other agreements given are now outstanding as to nay fixtures, equipment, appliances or materials placed upon or installed in or upon the aforementioned premises or improvements thereon. All waivers are true, correct, and genuine and are delivered unconditionally. Furthermore, there is no claim, either legal or equitable; to defeat the validity of said waivers.

Signed this 30th day of March , 20 26

Name: Hartwell Cement Company a Corporation
(individual/corporation/partnership)

By: Daniel G. O'Malley Digitally signed by Daniel G. O'Malley DN: cn=Daniel G. O'Malley, o, ou, e-mail=hartwell@cement.biz, c=US Date: 2026.03.30 10:12:50 -04'00'
Vice President(Title)

Attest: Lindsay O'Malley
Secretary (Title)

Subscribed and sworn to before me this 30th day of March , 20 26

Notary Public: Brian Gould

NOTARY SEAL

Brian Gould
Notary Public State of Michigan
Wayne County
My Commission Expires 9/25/2031
Acting in the County of Oakland

SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumalative Retainage to Date	Balance Due
Angry Bear	Landscaping	$17,700.00	$17,700.00	$0.00	0.0%	$0.00
Burman's Tree	Tree Service	$43,350.00	$43,350.00	$0.00	0.0%	$0.00
Finishing Touch	Surveying	$12,150.00	$12,150.00	$0.00	0.0%	$0.00
National Ready	Concrete	$108,969.25	$108,969.25	$0.00	0.0%	$0.00
Novi Crushed	Crushed Conc.	$2,306.79	$2,306.79	$0.00	0.0%	$0.00
Peterson Bros	Trucking	$3,459.60	$3,459.60	$0.00	0.0%	$0.00
Spartan Barr	Barricading	$4,444.80	$4,444.80	$0.00	0.0%	$0.00
					#DIV/0!	$0.00
					#DIV/0!	$0.00
TOTALS		#REF!	#REF!	#REF!		#REF!

RECAPITULATION

Amount of Original Contract:		Work Completed to Date:	
Plus: Extras to Contract:		Less: Total Retainage:	
Total: Contract plus Extras:	$0.00	Less: Amount Previously Paid:	$0.00
Less: Credits to Contract:		Less: Amount of this Request:	
Total: Adjusted Contract:	**$0.00**	**Total Balance Due:**	**$0.00**

FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with HARTWELL CEMENT (Prime Contracting Party) to provide TREE SERVICES (Type of service) for the improvement of the property described as CITY OF NOVI SIDEWALK IMPROVEMENTS (Project Name) having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to the 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.

STATEMENT

1.	Total invoiced amount (as adjusted to date):	$ 17,700.00
2.	Amount paid pursuant to previous waivers:	$ 17,700.00
3.	Amount paid pursuant to this waiver:	$ 0
4.	Amount remaining unpaid:	$ 0

Signed on: 3/30/22

Kirsten Pravow
(Signature of Lien Claimant)

Kirsten Pravow
(Printed Name of Lien Claimant)

Office Manager
(Title of Lien Claimant)

Company Name: Angry Bear lawn care inc. DBA Ashton Contracting

Address: 30443 Industrial Rd

City/State/Zip Code: livonia MI 48150

Telephone: 734-422-0022

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

FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with **Hartwell Cement Co** (Prime Contracting Party) to provide **Tree Removal** (Type of service) for the improvement of the property described as **City of Novi - 2024 Neighborhood Sidewalk** (Project Name) having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to the 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.

STATEMENT

1.	Total invoiced amount (as adjusted to date):	$ 32,360.00
2.	Amount paid pursuant to previous waivers:	$ 32,360.00
3.	Amount paid pursuant to this waiver:	$ 0.00
4.	Amount remaining unpaid:	$ 0.00

Signed on: **4/9/2026** Adam Burman (Signature of Lien Claimant)

Adam Burman (Printed Name of Lien Claimant)

Owner (Title of Lien Claimant)

Company Name: **Burman's Tree Services LLC**

Address: **17045 Garvey Rd**

City/State/Zip Code: **Chelsea, MI 48118**

Telephone: **734-972-7733**

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

cityofnovi.org

FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Hartwell Cement Co. (Prime Contracting Party) to provide Audio-Video Survey (Type of service) for the improvement of the property described as 2024 Neighborhood Sidewalk Repair Program, city of Novi (Project Name) having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to the 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.

STATEMENT

1.	Total invoiced amount (as adjusted to date):	$ 12,150
2.	Amount paid pursuant to previous waivers:	$
3.	Amount paid pursuant to this waiver:	$ 12,150
4.	Amount remaining unpaid:	$ 0

Signed on: 3/26/26

Cynthia Stirling Hurley Digitally signed by Cynthia Stirling Hurley Date: 2026.03.26 11:02:11 -04'00'

(Signature of Lien Claimant)

Cynthia Stirling Hurley

(Printed Name of Lien Claimant)

President FTPV 2#4229

(Title of Lien Claimant)

Company Name: Finishing Touch Photo & Video

Address: 25095 25 Mile Rd.

City/State/Zip Code: Chesterfield, MI 48051

Telephone: 586.749.3340

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

FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Hartwell Cement Co. to provide
(Prime Contracting Party)

Concrete for the improvement of the property
(Type of service)

described as City of Novi
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to the 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.

STATEMENT

1. Total invoiced amount (as adjusted to date): $ 108,969.25
2. Amount paid pursuant to previous waivers: $
3. Amount paid pursuant to this waiver: $ 108,969.25
4. Amount remaining unpaid: $ -0-

Signed on: 3-26-2026 Sue Sedlarik
(Signature of Lien Claimant)

Sue Sedlarik
(Printed Name of Lien Claimant)

Credit manager
(Title of Lien Claimant)

Company Name: National Ready Mix

Address: 39000 Ford Road

City/State/Zip Code: Westland, MI 48185

Telephone: (734) 721-4056

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

cityofnovi.org

FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Hartwell Cement to provide
(Prime Contracting Party)
Crushed Concrete for the improvement of the property
(Type of service)
described as Novi Sidewalks
(Project Name)
having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to the 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.

STATEMENT

1.	Total invoiced amount (as adjusted to date):	$ 2,306.79
2.	Amount paid pursuant to previous waivers:	$ 2,306.79
3.	Amount paid pursuant to this waiver:	$ 0
4.	Amount remaining unpaid:	$ 0

Signed on: 3/26/26

(Signature of Lien Claimant)

Daniel Copeland
(Printed Name of Lien Claimant)

ACCOUNT MANAGER
(Title of Lien Claimant)

Company Name: Novi Crushed Concrete

Address: 46900 W 12 Mile Rd

City/State/Zip Code: Novi MI. 48377

Telephone: 248-305-6020

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

Gmail

Dan Copeland <dan@novicrushedconcrete.com>

Waiver

1 message

Lindsay O'Malley <lomalley@hartwellcementco.com> Thu, Mar 26, 2026 at 10:56 AM
To: "dan@novicrushedconcrete.com" <dan@novicrushedconcrete.com>

Hello,

Please sign and return the attached waiver. It is for an older job; Novi Sidewalks in 2024/25. Totaling $2,306.79.

Invoices:

20198 ?
20241 ?
20279 ?
20312 ?
20352 ?
20386 ?
20429 ?
20480 ?

348.21
499.60
201.81
139.94
187.44
590.46
206.20
133.13
2306.79

Thank you,

Lindsay O'Malley

HWC – Office Manager

248-548-5858

FULL UNCONDITIONAL WAIVER OF LIEN.PDF
133K

FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Hartwell Cement Company (Prime Contracting Party) to provide Trucking Services (Type of service) for the improvement of the property described as City of Novi Sidewalk Project (Project Name) having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to the 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.

STATEMENT

1. Total invoiced amount (as adjusted to date): $ 3,459.60
2. Amount paid pursuant to previous waivers: $ 3,459.60
3. Amount paid pursuant to this waiver: $ 0
4. Amount remaining unpaid: $ 0

Signed on: 03/31/2026

(Signature of Lien Claimant)

Weston Peterson
(Printed Name of Lien Claimant)

CEO/OWNER
(Title of Lien Claimant)

Company Name: **Peterson Brothers Co.**

Address: **9680 Grinnell Ave., Detroit**

City/State/Zip Code: **Detroit, MI 48213**

Telephone: **586-382-1745**

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

cityofnovi.org

FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with HARTWELL CEMENT (Prime Contracting Party) to provide BARRICADING (Type of service) for the improvement of the property described as CITY OF NOVI SIDEWALK IMPROVEMENTS (Project Name) having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to the 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.

STATEMENT

1. Total invoiced amount (as adjusted to date): $ 4,444.80
2. Amount paid pursuant to previous waivers: $ 4,444.80
3. Amount paid pursuant to this waiver: $ 0
4. Amount remaining unpaid: $ 0

Signed on: 03/31/2026

Kenneth M Neilly
(Signature of Lien Claimant)

KENNETH MCNEILLY
(Printed Name of Lien Claimant)

PRESIDENT
(Title of Lien Claimant)

Company Name: SPARTAN BARRICADING & TRAFFI CONTROL INC.

Address: 781 HULL RD.

City/State/Zip Code: MASON, MI 48854

Telephone: 517-244-1500

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

CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Approval of the final payment to T&M Asphalt Paving, Inc, for the Ella Mae Power Park Pathway Reconstruction and Parking Lot Rehabilitation project, in the amount of $23,679.61, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Reconstruction of approximately 2,800 square yards of asphalt path
- Rehabilitation of approximately 7,100 square yards of asphalt parking lot
- Contractor performed very well, being both under contract time and budget

FINANCIAL IMPACT

	FY 2025/26
EXPENDITURE REQUIRED	**$ 2,404.75 Expenditure** **$ 21,274.86 Retainage** **$ 23,679.61 Total**
BUDGET **PRCS Fund 208-752.00-974.491**	**$ 23,678.00.00**
APPROPRIATION REQUIRED	**$ 0**
FUND BALANCE IMPACT	**$ 0**

BACKGROUND INFORMATION:

City engineering consultant, Spalding DeDecker, assisted City staff with the design and construction of the pathway reconstruction and parking lot rehabilitation project at the Ella Mae Power Park. The project addressed approximately 2,800 square yards of existing asphalt pathways and approximately 7,100 square yards of existing asphalt parking lot which was in poor condition as well as making several drainage improvements adjacent to these areas.

The contractor, T&M Asphalt Paving, Inc, performed on the project well under contract time and under budget.

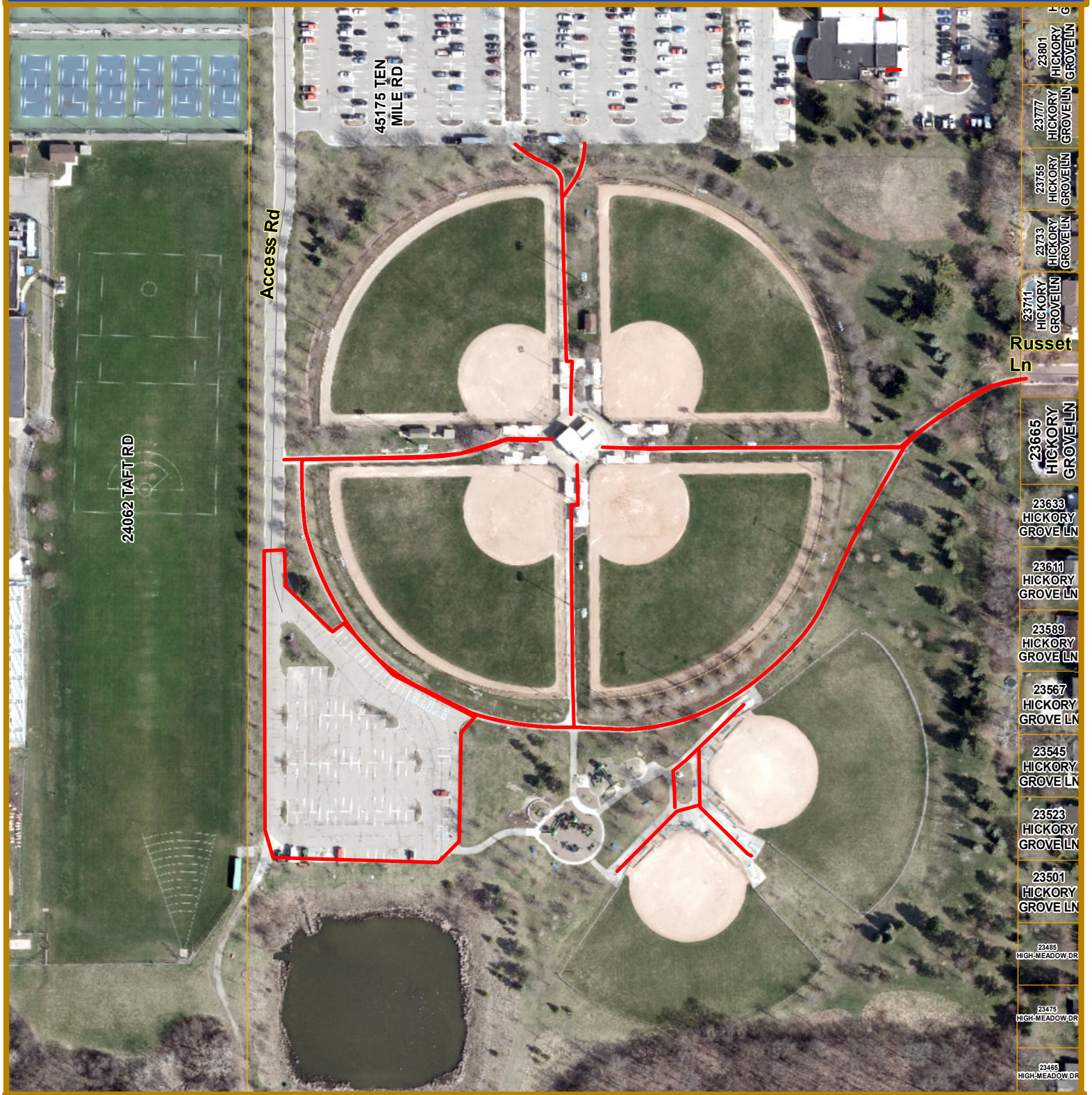
The construction contract was awarded at the July 7, 2025, City Council meeting to T&M Asphalt Paving, Inc, in the amount of $405,597.25. Staff worked with the engineering consultant for this project, Spalding DeDecker, to review and verify the final contract payment amount of $23,679.61 that is due to the contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, June 15, 2026).

There were two (2) approved change orders issued resulting in an overall decrease of $81,748.00 or 21.2% under the awarded amount. The approved change orders resulted in a final contract price of $323,849.25 for the contract.

RECOMMENDED ACTION: Approval of the final payment to T&M Asphalt Paving, Inc, for the Ella Mae Power Park Pathway Reconstruction and Parking Lot Rehabilitation project, in the amount of $23,679.61, plus interest earned on retainage.

Ella Mae Power Park Paving Improvements

Location Map



Map Author: Runkel
Date: 1-7-25
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 35 70 140 210
Feet
1 inch = 170 feet

ELLA MAE POWER PARK PATHWAY AND PARKING LOT REHABILITATION



Before: Pathway and bleacher pad



Before: Paved pedestrian and bleacher area



Before: Pedestrian and bleacher area between ball fields



Before: Existing pathway from ball fields to Orchard Ridge



Before: Existing pathway from ball fields to Orchard Ridge looking north



Before: Looking west from ball field pathway into the Power Park Parking Lot



After: Parking Lot



After: Overhead drone image



After: Overhead image of parking lot



After: Drone image of parking lot looking northeast

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

June 15, 2026

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

Re: *Power Park Pathway– T&M Asphalt Paving, Inc., -* Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the Power Park Pathway Project:

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

The closing documents appear to be in order. The project cost decreased so the original Maintenance Bond is satisfactory. 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

C: Cortney Hanson, Clerk
Ben Croy, City Engineer (w/Enclosure)
Megan Mikus, Deputy Director of Public Works
Ted Meadows. Spalding DeDecker
Thomas R. Schultz, Esquire

CITY OF NOVI

Balance Due This Payment = $ 23,679.61

PURCHASE ORDER NO.
97613

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Power Park Pathways and Parking Lot Improvements
NOVI PROJECT NO.: 25-8101
CIP NO.: ENG085/LOT021
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) 719-1604

CONTRACT AMOUNT
ORIGINAL: $405,597.25
REVISED: $323,849.25

FINAL COMPLETION DATES
ORIGINAL: November 30, 2025
REVISED:
ACTUAL:

DATES OF ESTIMATE
FROM: October 27, 2025
TO: May 5, 2026

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

Item No.	DIVISION 1 - PATHWAYS (at Fields 5 & 6) GL# 208-752.00-974.491 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 - Pathways	CD	15.00	$ 800.00	$ 12,000.00	15.00	$ 800.00	$ 12,000.00				15.00	$ 12,000.00	100%
0	Crew Days - Division 2 - Parking Lot	CD	10.00	$ 800.00	$ 8,000.00	10.00	$ 800.00	$ 8,000.00				10.00	$ 8,000.00	100%
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		**25.00**	**$ 800.00**	**$ 20,000.00**	**25.00**	**$ 800.00**	**$ 20,000.00**	**0.00**			**25.00**	**$ 20,000.00**	**100%**
101	Bonds, Insurance & Mobilization (10%)	LS	1.00	$ 7,000.00	$ 7,000.00	1.00	$ 7,000.00	$ 7,000.00				1.00	$ 7,000.00	100%
102	Pre-Construction Audio/Visual	LS	1.00	$ 1,100.00	$ 1,100.00	1.00	$ 1,100.00	$ 1,100.00				1.00	$ 1,100.00	100%
103	Soil Erosion Control Measures	LS	1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00	$ 2,000.00				1.00	$ 2,000.00	100%
104	Maintaining Traffic	LS	1.00	$ 500.00	$ 500.00	1.00	$ 500.00	$ 500.00				1.00	$ 500.00	100%
105	Restoration	LS	1.00	$ 9,050.00	$ 9,050.00	1.00	$ 9,050.00	$ 9,050.00				1.00	$ 9,050.00	100%
106	Curb and Gutter, Remove	LF	5.00	$ 50.00	$ 250.00	7.00	$ 50.00	$ 350.00	2.00	$ 100.00	29%	7.00	$ 350.00	100%
107	Excavation, Earth	CY	278.00	$ 30.00	$ 8,340.00	11.50	$ 30.00	$ 345.00				11.50	$ 345.00	100%
108	HMA Surface, Remove	SY	2540.00	$ 6.00	$ 15,240.00	2540.00	$ 6.00	$ 15,240.00				2540.00	$ 15,240.00	100%
109	Shared-Use Path, Grading	STA	13.10	$ 475.00	$ 6,222.50	13.10	$ 475.00	$ 6,222.50				13.10	$ 6,222.50	100%
110	Sign, Salvage and Replace	EA	1.00	$ 150.00	$ 150.00	0.00	$ 150.00	$ -				0.00		
111	Bench, Salvage and Replace	EA	3.00	$ 350.00	$ 1,050.00	0.00	$ 350.00	$ -				0.00		
112	Boulder, Salvage and Replace	LS	1.00	$ 500.00	$ 500.00	1.00	$ 500.00	$ 500.00				1.00	$ 500.00	100%
113	Agg Base, 6-inch, Limestone	SY	1600.00	$ 11.00	$ 17,600.00	1304.00	$ 11.00	$ 14,344.00				1304.00	$ 14,344.00	100%
114	Agg Base, Conditioning	SY	1220.00	$ 4.00	$ 4,880.00	1050.00	$ 4.00	$ 4,200.00				1050.00	$ 4,200.00	100%
115	Dr Structure Cover, Adjust, Case 1	EA	1.00	$ 1,430.00	$ 1,430.00	1.00	$ 1,430.00	$ 1,430.00				1.00	$ 1,430.00	100%
116	Dr Structure Cover, Type D	EA	1.00	$ 506.00	$ 506.00	1.00	$ 506.00	$ 506.00				1.00	$ 506.00	100%
117	Underdrain, 6-inch, Geo Trench Wrap	LF	260.00	$ 32.00	$ 8,320.00	260.00	$ 32.00	$ 8,320.00				260.00	$ 8,320.00	100%
118	HMA, 5EML	TON	620.00	$ 145.00	$ 89,900.00	585.13	$ 145.00	$ 84,843.85				585.13	$ 84,843.85	100%
119	Curb & Gutter, Conc, F2 Mod, Spillout	LF	538.00	$ 33.00	$ 17,754.00	604.00	$ 33.00	$ 19,932.00	66.00	$ 2,178.00	11%	604.00	$ 19,932.00	100%
120	Tree Protection Fence	LF	2000.00	$ 3.50	$ 7,000.00	460.00	$ 3.50	$ 1,610.00				460.00	$ 1,610.00	100%
	TOTAL THIS SHEET				$ 198,792.50			$ 177,493.35		$ 2,278.00			$ 177,493.35	100%

CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Power Park Pathways and Parking Lot Improvements
NOVI PROJECT NO.: 25-8101
CIP NO.: ENG085/LOT021
PAYMENT NO.: FINAL

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

Item No.	DIVISION 2 - PARKING LOT GL# 208-752.00-974.491 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 (10%)	LS	1.00	$ 6,500.00	$ 6,500.00	1.00	$ 6,500.00	$ 6,500.00				1.00	$ 6,500.00	100%
202	Pre-Construction Audio/Visual	LS	1.00	$ 1,150.00	$ 1,150.00	1.00	$ 1,150.00	$ 1,150.00				1.00	$ 1,150.00	100%
203	Soil Erosion Control Measures	LS	1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00	$ 2,000.00				1.00	$ 2,000.00	100%
204	Maintaining Traffic	LS	1.00	$ 500.00	$ 500.00	1.00	$ 500.00	$ 500.00				1.00	$ 500.00	100%
205	Restoration	LS	1.00	$ 1,000.00	$ 1,000.00	1.00	$ 1,000.00	$ 1,000.00				1.00	$ 1,000.00	100%
206	Excavation, Earth	CY	10.00	$ 100.00	$ 1,000.00	5.50	$ 100.00	$ 550.00				5.50	$ 550.00	100%
207	Subgrade Undercutting, Type IV	CY	10.00	$ 100.00	$ 1,000.00	0.00	$ 100.00					0.00		
208	HMA Surface, Remove	SY	120.00	$ 21.50	$ 2,580.00	0.00	$ 21.50					0.00		
209	Agg Base, 6-inch, Limestone	SY	120.00	$ 18.00	$ 2,160.00	33.00	$ 18.00	$ 594.00				33.00	$ 594.00	100%
210	Dr Structure Cover, Adjust, Case 1	EA	3.00	$ 1,430.00	$ 4,290.00	0.00	$ 1,430.00					0.00		
211	Cold Milling HMA Surface	SY	6600.00	$ 3.25	$ 21,450.00	6639.00	$ 3.25	$ 21,576.75	39.00	$ 126.75	1%	6639.00	$ 21,576.75	100%
212	HMA, 5EML	TON	787.00	$ 135.00	$ 106,245.00	665.54	$ 135.00	$ 89,847.90				665.54	$ 89,847.90	100%
213	Conditioning Existing Pavement	TON	200.00	$ 196.00	$ 39,200.00	0.00	$ 196.00					0.00		
214	Concrete Parking Rail	EA	5.00	$ 190.00	$ 950.00	3.00	$ 190.00	$ 570.00				3.00	$ 570.00	100%
215	Parking Block, Salvage and Reinstall	EA	31.00	$ 45.00	$ 1,395.00	31.00	$ 45.00	$ 1,395.00				31.00	$ 1,395.00	100%
216	Handicap Sign, Salvage and Replace	EA	6.00	$ 18.00	$ 108.00	6.00	$ 18.00	$ 108.00				6.00	$ 108.00	100%
217	Tree Protection Fence	LF	750.00	$ 3.50	$ 2,625.00	0.00	$ 3.50					0.00		
218	Pvmt Mrkg, Blue, 4", Waterborne	LF	321.00	$ 1.25	$ 401.25	321.00	$ 1.25	$ 401.25				321.00	$ 401.25	100%
219	Pvmt Mrkg, White, 4", Spray-Thermo	LF	2645.00	$ 4.50	$ 11,902.50	0.00	$ 4.50					0.00		
220	Pvmt Mrkg, "Accessible", Waterborne	EA	6.00	$ 58.00	$ 348.00	6.00	$ 58.00	$ 348.00				6.00	$ 348.00	100%
	TOTAL FROM THIS SHEET				$ 206,804.75			$ 126,540.90		$ 126.75			$ 126,540.90	
	TOTAL FROM OTHER SHEET				$ 198,792.50			$ 177,493.35		$ 2,278.00			$ 177,493.35	
	SUBTOTAL				$ 405,597.25			$ 304,034.25		$ 2,404.75			$ 304,034.25	100%

CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Power Park Pathways and Parking Lot Improvements

NOVI PROJECT NO.: 25-8101

CIP NO.: ENG085/LOT021

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	%
121	Tree Removal	EA	1	208-752.00-974.491	2.00	$ 1,050.00	$ 2,100.00				2.00	$ 2,100.00	100%
122	Undercut	Cyd	1	208-752.00-974.491	96.00	$ 85.00	$ 8,160.00				96.00	$ 8,160.00	100%
123	Additional Curb Removal	LF	1	208-752.00-974.491	133.00	$ 35.00	$ 4,655.00				133.00	$ 4,655.00	100%
221	Waterborne Paint Striping	LS	2	208-752.00-974.491	1.00	$ 4,900.00	$ 4,900.00				1.00	$ 4,900.00	100%
			0	208-752.00-974.491	0.00	$ -	$ -				0.00	$ -	
			0	208-752.00-974.491	0.00	$ -	$ -				0.00	$ -	
			0	208-752.00-974.491	0.00	$ -	$ -				0.00	$ -	
			0	208-752.00-974.491	0.00	$ -	$ -				0.00	$ -	
			0	208-752.00-974.491	0.00	$ -	$ -				0.00	$ -	
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			0	208-752.00-974.491	0.00	$ -	$ -				0.00	$ -	
			0	208-752.00-974.491	0.00	$ -	$ -				0.00	$ -	
			0	208-752.00-974.491	0.00	$ -	$ -				0.00	$ -	
			0	208-752.00-974.491	0.00	$ -	$ -				0.00	$ -	
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			0	208-752.00-974.491	0.00	$ -	$ -				0.00	$ -	
			0	208-752.00-974.491	0.00	$ -	$ -				0.00	$ -	
			0	208-752.00-974.491	0.00	$ -	$ -				0.00	$ -	
			0	208-752.00-974.491	0.00	$ -	$ -				0.00	$ -	
			0	208-752.00-974.491	0.00	$ -	$ -				0.00	$ -	
			0	208-752.00-974.491	0.00	$ -	$ -				0.00	$ -	
			0	208-752.00-974.491	0.00	$ -	$ -				0.00	$ -	
			0	208-752.00-974.491	0.00	$ -	$ -				0.00	$ -	
	TOTAL FROM THIS SHEET						$ 19,815.00		$ -			$ 19,815.00	
	TOTAL FROM OTHER SHEETS				$ 405,597.25		$ 304,034.25		$ 2,404.75			$ 304,034.25	
	GRAND TOTAL				**$ 405,597.25**		**$ 323,849.25**		**$ 2,404.75**			**$ 323,849.25**	**100%**

CITY OF NOVI

PURCHASE ORDER NO.
97613

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Power Park Pathways and Parking Lot Improvements
NOVI PROJECT NO.: 25-8101
CIP NO.: ENG085/LOT021
PAYMENT NO.: FINAL

Original Contract Amount:			$	405,597.25
Change Orders:			$	(81,748.00)
Adjusted Contract Amount to Date:			$	323,849.25
Total Cost of Work Performed to Date:			$	323,849.25
MINUS Retainage:		0%	$	-
MINUS Inspection "Crew Days":	To Date	25.00	$	-
	This Pay	0.00		
Net Amt. Earned of Contract and Extra Work to Date:			$	323,849.25
MINUS L.D.'s:	# of days over =		$	-
	$ amount/day =	$800		
Subtotal:			$	323,849.25
ADD Incentive "Crew Days", if under:				
Subtotal:			$	323,849.25
MINUS Amount of Previous Payments:			$	300,169.64
1	$	300,169.64		
2	$	-		
3	$	-		
4	$	-		
5	$	-		
6	$	-		
7	$	-		
8	$	-		
9	$	-		
10	$	-		
BALANCE DUE THIS PAYMENT:			**$**	**23,679.61**

CHANGE ORDERS

No.	Date		Amount
1	October 24, 2025	$	19,900.00
2	November 5, 2025	$	(101,648.00)
3			
4			
5			
6			
7		$	-
8			
9			
10			
	TOTAL:	**$**	**(81,748.00)**

Inspection "Crew Days" Allowed per Contract:	25.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	25.00
Inspection "Crew Days" Used to Date:	25.00
Inspection "Crew Days" Remaining:	0.00

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:	Power Park Pathways and Parking Lot Improvements	**NOVI PROJECT NO.:**	25-8101	**PAYMENT NO.:**	FINAL
		CIP NO.:	ENG085/LOT021		

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

Bond No 108279311

PROJECT: *(Name and address)* **City of Novi, Ella Mae Power Park Pathway Recon & Parking Lot Rehab - Job No.: NV25001**	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
	CONTRACT FOR:	ARCHITECT: ☐
		CONTRACTOR: ☐
TO OWNER: *(Name and address)* **City of Novi** **26300 Lee BeGole Drive** **Novi, MI 48375**	CONTRACT DATED: **7/7/2025**	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
26300 Lee BeGole Drive
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: **04/08/2026**
(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): Donna Turner

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

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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 **8th** day of **April**, **2026**.

_____
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 }

Jacob Staley, 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:

Ella Mae Power Park
Pathways & Parking Lot Improvements
Novi, MI
Project Number: 925202

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	15,827.01	15,827.01	0.00	0.00		
National Block/Nat RM	Concrete	5,946.60	5,946.60	0.00	0.00		
Cadillac Asphalt	Asphalt	119,313.94	119,313.94	0.00	0.00		
IC Striping	Pvmt. Markings	4,985.25	4,985.25	0.00	0.00		
All labor, fringes, payroll taxes and other payroll obligaitons paid in full through 10-30-25							
TOTALS		**146,072.80**	**146,072.80**	**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 described 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: Jacob Staley

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
7th day of April, 2026

Heather Mecklenborg, Notary

HEATHER MECKLENBORG
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires May 10, 2026
Acting in the County of _____

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:

Ella Mae Power Park
Novi, MI
Project # 925202

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 Busha, Owner

Address: 3407 Sheffield Drive
Howell, MI 48855

Telephone: 734-320-5897

Signed on: 11/10/25

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:

Ella Mae Power Park
Novi, MI
Project # 925202

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.

National Block Company

Sue Sedlark

Signature of lien claimant

Sue Sedlarik, Credit Manager

Address: 39000 Ford Road
Westland, MI 48185

Telephone: (734) 721-4050

Signed on: 12-10-2025

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 Asphalt

for the improvement of the property described as:

Ella Mae Power Park
Novi, MI
Project # 925202

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 Kukola
Signature of lien claimant

Linda Kukola, Credit Manager

Address: 51777 West 12 Mile
Wixom, MI 48393

Telephone: (248) 380-3644

Signed on: 12-1-25

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:

Ella Mae Power Park
Novi, MI
Project # 925202

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 LLC

Angie Ficaro
Signature of lien claimant

Angie Ficaro, Owner

Address: 53307 Grand River
New Hudson, MI 48165

Telephone: 877-361-4400

Signed on: 11/25/25

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Approval to purchase a new replacement sewage pump from Kennedy Industries for the Liberty Park Pump Station, in the amount of $32,675.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- The Liberty Park Pump Station is a sewage pump station with two pumps that are 21 years old.
- One pump has failed and is beyond the ability to repair it.

FINANCIAL IMPACT

	FY 2026/27
EXPENDITURE REQUIRED	**$ 32,675**
BUDGET **Water & Sewer Fund 592-536-00-976-261**	**$ 32,675**
APPROPRIATION REQUIRED	**$ 0**
FUND BALANCE IMPACT	**$ 0**

BACKGROUND INFORMATION:

Kennedy Industries, the City's pump maintenance contractor and pump supplier, completed an inspection at the Liberty Park Pump Station on one of the sewage pumps not performing properly. The attached report indicates the pump was significantly damaged and beyond repair (pumps in this station are 21 years). Kennedy Industries provided a quote for replacement of this pump for $32,675.

Given the age of these pumps, being at the end of the typical life for sewage pumps, the second pump in this station may also need to be replaced. Once the first pump is replaced, the second pump will be inspected to verify its condition, and it will be replaced or repaired as appropriate.

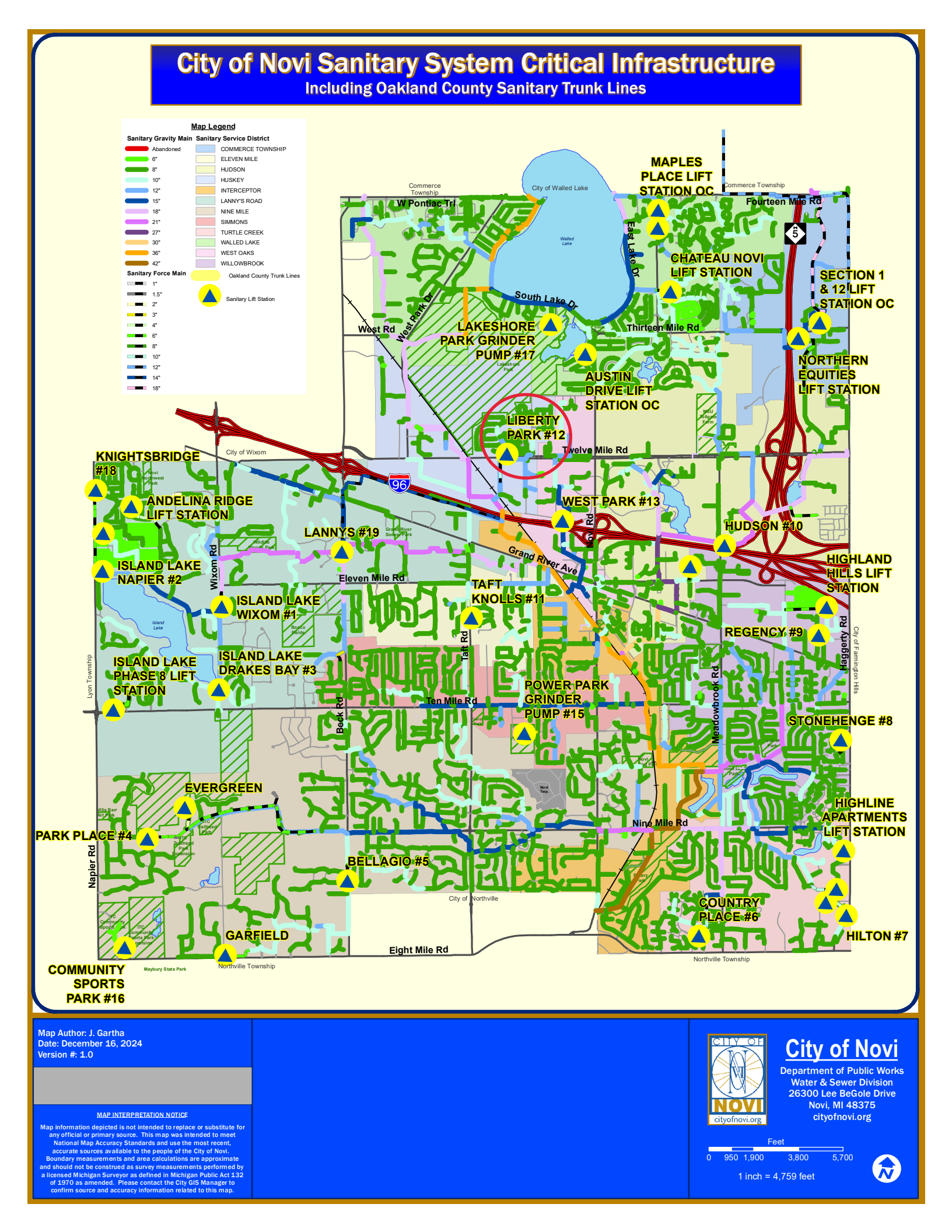
Kennedy Industries is the sole distributor of Flygt pumps in the region. The price quoted includes $31,575 for the replacement pump, plus $1,100 for testing and verification it is operating properly.

The lead time to acquire the pump is approximately six weeks. A rental pump will be used while waiting for the new pump to arrive.

RECOMMENDED ACTION: Approval to purchase a new replacement sewage pump for the Liberty Park Pump Station, in the amount of $32,675.

City of Novi Sanitary System Critical Infrastructure

Including Oakland County Sanitary Trunk Lines



Map Author: J. Gartha
Date: December 16, 2024
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
Department of Public Works
Water & Sewer Division
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org

Feet
0 950 1,900 3,800 5,700
1 inch = 4,759 feet

KENNEDY INDUSTRIES | PUMPING-REPAIR FLOW CONTROL PROCESS AUTOMATION

As Dedicated to Our Community as We Are to Our Customers and Employees

ISO 9001:2015 CERTIFIED

QUOTATION		
DATE	NUMBER	PAGE
7/7/2026	0071605	1 of 1

BILL TO
NOV200
CITY OF NOVI
INVOICES@CITYOFNOVI.ORG
, MI

Accepted By: _____

Date: _____

PO#: _____

Ship To: _____

_____

ATTENTION:
SCOTT ROSELLE 248-343-1303 sroselle@cityofnovi.org

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUSTOMER REF/PO#	JOB TITLE	SLP	SHIPPING TYPE
QUOTE	CITY OF NOVI, LIBERTY PARK STATION, FLYGT NP3153 PUMP, WASTE WATER	NRP/JBD	FREIGHT ALLOWED

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1.00	FLYGT, PUMP, SUBMERSIBLE FLYGT EXPLOSION PROOF, SUBMERSIBLE SEWAGE PUMP, MODEL NP3153.095 - 434 MT WITH HIGH CHROME IMPELLER AND INSERT RING. RATED FOR 20 HP, 3 PHASE, 460 VOLT WITH 6" DISCHARGE AND 65 FT. MOTOR AND SENSOR CABLES. PUMP EQUIPPED WITH SEAL FAIL/HIGH TEMP CABLES. PUMP INCLUDES FLYGT MINI-CAS SEAL FAIL/HIGH TEMP RELAY.	$31,575.00	$31,575.00
1.00	CITY OF NOVI FIELD SERVICE LABOR REQUIRED: ********** KENNEDY INDUSTRIES WILL PROVIDE (1) FIELD SERVICE TECHNICIAN ONSITE FOR THE INSTALL OF (1) NEW FLYGT NP 3153 PUMP AND (1) NEW FLYGT MINI-CAS. START UP, TEST RUN, AND VERIFY PROPER OPERATION. TOTAL FIELD SERVICE COST: $1,100.00 **********	$1,100.00	$1,100.00

PRICE AND LEAD TIMES ARE BASED OFF CURRENT MARKET PRICING AND AVAILABILITY AND ARE SUBJECT TO CHANGE. PLEASE NOTE QUOTE IS VALID FOR 30 DAYS. PRICE DOES NOT INCLUDE TAXES.

DELIVERY: APPROXIMATELY 14-16 WEEKS AFTER RECEIPT OF ORDER.

WE APPRECIATE THIS OPPORTUNITY TO QUOTE AND LOOK FORWARD TO BEING OF FUTURE SERVICE.

SINCERELY,

JADEN DEWOLF

This Quotation is subject to and incorporates by reference (i) the Master Terms and Conditions of Sale available at www.kennedyind.com/Master-TCs, and (ii) the Supplemental Seller T&Cs available at www.kennedyind.com/Supplemental-Seller-TCs.

QUOTE VALID FOR 30 DAYS. QUOTE DOES NOT INCLUDE ANY TARIFFS OR ESCALATION UNLESS NOTED ABOVE. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE. NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL. PAYMENT TERMS: NET 30

TOTAL: $32,675.00

KENNEDY INDUSTRIES | INNOVATE SOLVE MONITOR REPAIR

July 13, 2026

Mr. Scott Roselle
City of Novi
Liberty Park
44798 Twelve Mile Road
Novi, MI 48377

RE: Flygt 3152.091 Liberty Park Sewage Pump #1
Serial Number: S0320025
Customer Reference Order #: N/A
Kennedy Industries #: 133395

Mr. Faulker:

Attached are photos with descriptions of the parts in need of repair or replacement. If you have any questions, please do not hesitate to contact us.

Sincerely,

Cody Byers
KENNEDY INDUSTRIES, INC.

KENNEDY INDUSTRIES | INNOVATE SOLVE MONITOR REPAIR

PUMP



- Pump at disassembly.
- Pump does not rotate freely by hand.
- Pump is 23 years old.

PUMP

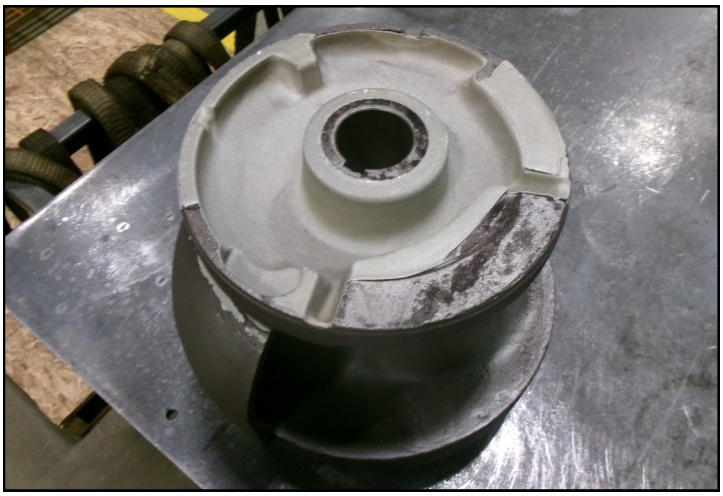


- Mechanical seal failure allowed water into the oil housing, eventually contaminating the internal pump components
- Mechanical seals, bearings, and O-ring would be replaced with new.

KENNEDY INDUSTRIES | INNOVATE SOLVE MONITOR REPAIR

IMPELLER





- Impeller ring is heavily grooved and would be replaced with new.
- Impeller is damaged and beyond repair.
- Impeller would be replaced with new.

VOLUTE



- Wear ring is worn and beyond repair.
- Wear ring would be replaced with new.
- Volute is in good condition and would be reused.

P.O. Box 930079 · 4925 Holtz Dr. · Wixom, MI 48393 · Phone (248) 684-1200 · Fax (248) 684-6011

KENNEDY INDUSTRIES | INNOVATE SOLVE MONITOR REPAIR

ROTOR



- Rotor was damaged at the bearing and mechanical seal fits and is beyond repair.
- Rotor would be replaced with new.

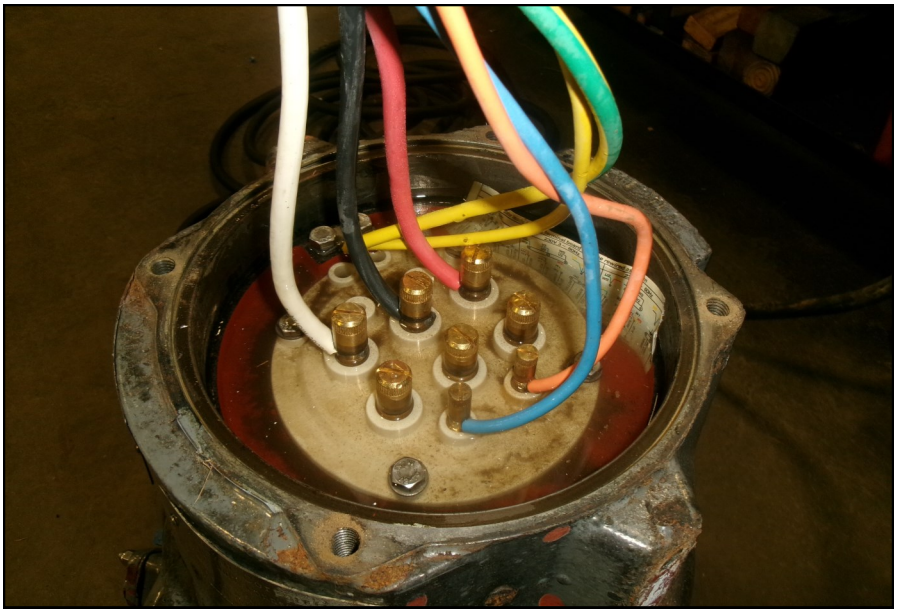
STATOR



- Stator failed all initial testing.
- After bake and test stator failed all electrical testing.
- Stator would be replaced with new.

KENNEDY INDUSTRIES | INNOVATE SOLVE MONITOR REPAIR

TERMINAL BOARD



- Terminal board is contaminated.
- Terminal board would be replaced with new.

LIFTING HANDLE

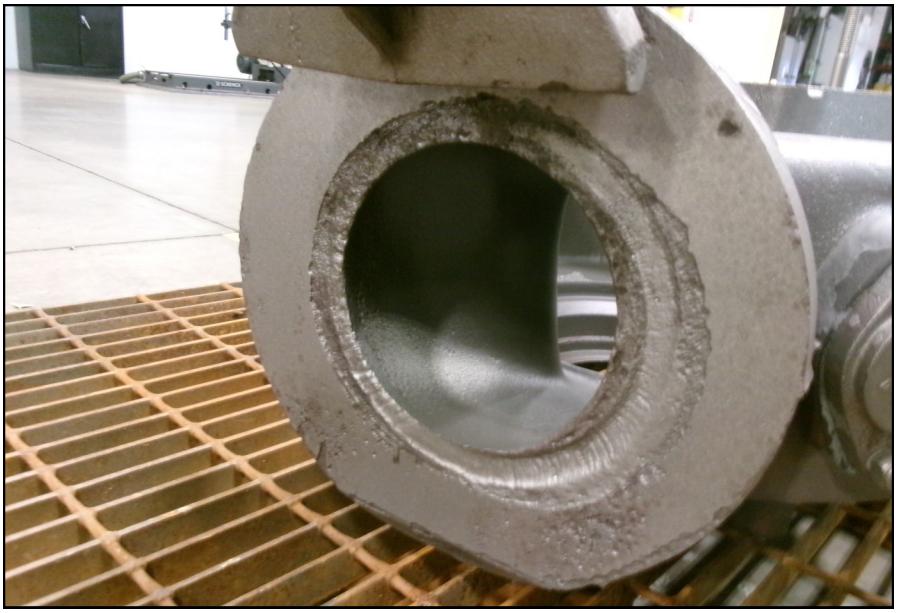


- Lifting handle is damaged.
- Lifting handle would be replaced with new.

P.O. Box 930079 · 4925 Holtz Dr. · Wixom, MI 48393 · Phone (248) 684-1200 · Fax (248) 684-6011

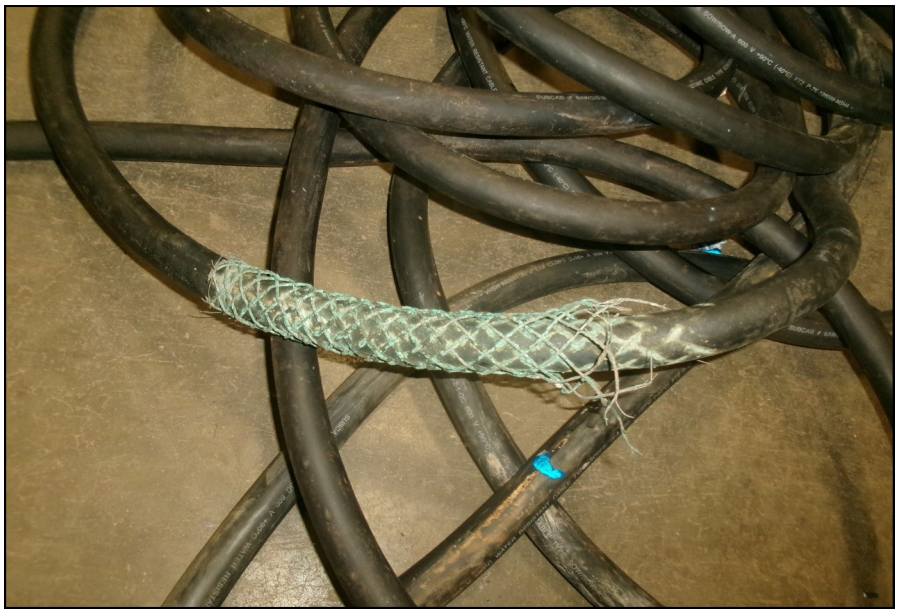
KENNEDY INDUSTRIES | INNOVATE SOLVE MONITOR REPAIR

DISCHARGE



- Volute discharge face is pitted and eroded.
- Polymer Steel would be applied and hand blended to restore flatness.

CABLE



- Cable failed electrical testing and was saturated with water.
- Cable would be replaced with new.

Xylem Water Solutions USA Inc.

David B. Gut
14125 South Bridge Circle
Charlotte, NC 28273
Tel: 704.504.3030

June 5, 2020

To whom it may concern:

Kennedy Industries, Inc. is Flygt's exclusive authorized sales, maintenance repair and service distributor in Lower Michigan for all Flygt products.

Contact information is as follows:

Kennedy Industries, Inc.
4925 Holtz Drive
Wixom, MI 48393

Phone: 248-684-1200
Fax: 248-684-6011

Email: info@kennedyind.com

Website: www.kennedyind.com

If you have any questions, please do not hesitate to contact me at 317-677-4852.

Best regards,

David B. Gut

David B. Gut
Mid-Central Regional Sales Manager, Americas Commercial Team
Dewatering, Distribution, and Water Utilities

CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Approval of Resolution Declaring Necessity and Tentative Intent to Proceed with Project and Setting Public Hearing for Main Street Area Streetlighting and Streetscape (Resolution No. 2)

SUBMITTING DEPARTMENT: City Manager's Office

BACKGROUND INFORMATION:

City Council is aware of the conversations that the City Administration has been having with three property owners in the Main Street area who have a contractual obligation to maintain the streetlighting, streetscape, and amenities within the Main Street public road right-of-way. Those conversations began in 2025 and arose from the City's concern about the condition of the Main Street corridor. The cost of the improvements is substantial (approximately $700K).

The discussions between the parties have included a concept under which the City would be paid back by the property owners through a Special Assessment District (SAD) over a period of 15 years with an anticipated interest rate of 4%. The City has discussed with the property owners the possibility of the City fronting the necessary funds (likely through the Corridor Improvement Authority) to replace the streetlighting and repair or rehabilitate the streetscape and amenities adjacent to the property owners' parcels as to which they bear the contractual obligation of maintenance.

A Special Assessment District takes five separate Resolutions to establish. On June 8, 2026, the Council adopted Resolution No. 1, by which the City directed that the preliminary plans be made more detailed and specific, with a more definitive cost estimate. That cost estimate information is attached. The Council is now being asked to consider adopting Resolution No. 2, in which—after reviewing the attached information—the Council tentatively indicates an intention to proceed and sets a public hearing for August 10, 2026.

If Resolution No. 2 is adopted, Resolution No. 3 would involve a determination whether to proceed with the project and have the City Assessor prepare a Special Assessment Roll. The City Council would then have a public hearing on the Special Assessment Roll, and if Council determined to proceed with the project, would approve the Roll in Resolution No. 4. The final Resolution (Resolution No. 5) would affirm the Special Assessment Roll.

It is the City's intention at the end of the process (contemporaneous with Resolution No. 5) to enter into a contract with the three property owners. That agreement would be recorded against the property to confirm the property owners' acceptance of the SAD.

RECOMMENDED ACTION: Approval of Resolution Declaring Necessity and Tentative Intent to Proceed with Project and Setting Public Hearing for Main Street Area Streetlighting and Streetscape (Resolution No. 2).

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF NOVI

MAIN STREET AREA STREETLIGHTING AND STREETSCAPE SPECIAL ASSESSMENT DISTRICT 186

RESOLUTION DECLARING NECESSITY AND TENTATIVE INTENT TO PROCEED WITH PROJECT AND SETTING PUBLIC HEARING

(Resolution No. 2)

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 _____, 2026, at ____o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

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

RECITALS

A. The City Council has received a Letter of Interest requesting construction of the proposed improvements described below and the establishment of a Special Assessment District (SAD) to defray the costs of such improvements by special assessment against the benefited properties; and

B. Plans, specifications, and cost estimates have been submitted to the City Council for construction of the Project, and the City is tentatively considering the establishment of an SAD to finance and defray the cost of the Project.

C. The proposed improvements (the "Project") are for the replacement of 109 Detroit Edison lights in the public road right-of-way of main Street in the area east of Novi Road and South of Grand River Avenue, along with the repair and/or replacement and/or rehabilitation of certain streetscape improvements and/or amenities also within the same public road right-of-way; and

D. The Project is designed and intended to especially benefit all the properties in the proposed SAD by assisting the property owners in the carrying out of their respective obligations to maintain the streetlighting, streetscape, and amenities as described in Resolution No. 1 approved by the Council on June 8, 2026. This includes but is not limited to replacement of DTE street

lighting and repairs to sidewalk/pavement areas, replacement of street trees, and addressing other code enforcement/contractual issues.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The City Council determines that the Project is necessary and that it tentatively intends to proceed with the Project, and to establish a Special Assessment District to defray the entire (100%) cost of the Project as relates to the properties within the SAD.

2. Both DTE (for the streetlighting) and a registered professional engineer (as to streetscape and amenity issues) have prepared plans describing the Project and a preliminary estimate of the cost of the Project in the amount of $700,000.00 for both the streetlighting and streetscape/amenities. Such plans and cost estimates have been filed with the City Clerk.

3. The City Council tentatively designates all the following properties as the Special Assessment District against which the cost of the Project is to be assessed, and which shall be identified as Special Assessment District No. 186 (the "**District**"):

- Parcel 22-23-176-030: Main Street Partnership, LLC, 710 E. Ogden Avenue, Suite 420, Naperville, IL 60563

- Parcels 22-23-176-011, 22-23-176-012, and 22-23-176-013: Luna Properties Novi, LLC, 42875 Grand River Avenue, Suite 201, Novi, MI 48375

- Parcel 22-23-176-033: Diversified Members Credit Union, 1480 E. Jefferson Avenue, Detroit, MI 48207

4. The Council recommends that the allocation of the costs of the Project, based upon special benefits, should be allocated on a frontage requirement along Main Street, in accordance with the Exchange Agreement originally entered into in 1995 and subsequently amended in 2012.

5. The City Clerk shall give notice in the manner provided below that the City Council shall conduct a public hearing on August 10, 2026, at 7:00 P.M. at the City Hall, 45175 Ten Mile Road, Novi, Michigan, for the purpose of hearing comments and objections to the proposed Project, and to the tentatively established District.

6. Notice of the public hearing shall be published once in a newspaper published or circulated in the City, and sent by certified mail, return receipt not requested, to the record owner or party in interest in whose name each property in the District is assessed as shown on the City's last preceding tax assessment roll for *ad valorem* tax purposes. The notice shall be published at least seven (7) full days prior to the date of the hearing and the notice of hearing shall be mailed at least ten (10) days before the date of the hearing. The notice shall specify that appearance and protest at the hearing is required in order to appeal the matters to be considered at the hearing to the State Tax Tribunal and that an owner or party in interest or his or her agent may appear in person at the hearing to protest, or he or she may appear by filing his or her appearance or protest by letter, which shall then not require his or her personal appearance. The notice shall further specify the preliminary cost estimate for the Project and include a card to be completed by the

owner or party interest and returned to the City Clerk's office, indicating whether the owner or party in interest supports or disapproves of the project and special assessment district.

7. The Clerk shall retain a copy of the file in the Clerk's office for examination.

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 _____ day of _____, 2026, 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

CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Approval of claims and warrants – Warrant 1206

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 #1206 comes before City council for approval.

RECOMMENDED ACTION: Approval of claims and warrants – Warrant 1206

CITY OF NOVI
Warrant 1206
Monday, July 27, 2026

Check	Vendor Name	Description	Amount
204687	PRIORITY WASTE LLC	RUBBISH	189,539.44
205122	COWBELL INSURANCE AGENCY LLC	PROPERTY & LIABILITY INSURANCE	39,396.60
205123	STANDARD & POOR'S	BOND COSTS	36,200.00
205124	CHADWICK, COREY	REIMBURSE TESTING FEES	88.00
205125	CHESTERFIELD TWP POLICE DEPARTMENT	COMET 25 - JANUARY	5,501.83
205126	GREEN, STEVEN	MARCH 2026 VEHICLE ALLOWANCE	500.00
205127	GREEN, STEVEN	REIMBURSEMENT CAR ALLOWANCE	1,500.00
205128	GREEN, STEVEN	JULY VEHICLE ALLOWANCE	500.00
205129	KRESSIEIN, JACOB	REIMBURSE TRAVEL EXPENSES	93.60
205130 - 205157	CONSUMERS ENERGY	HEAT	5,071.04
205158 - 205166	DTE ENERGY	ELECTRICITY	12,224.80
205167	21ST CENTURY MEDIA	PRINTING AND PUBLISHING	347.50
205168	A AND R PLUMBING LLC	WATER LINE MAINTENANCE	1,048.56
205169	ABSOLUTELY BAFFLING MAGIC	LIBRARY PROGRAMMING	475.00
205170	ACCUFORM PRINTING & GRAPHICS INC	OPERATING SUPPLIES	717.70
205171	ACCURATE PARKING LOT SERVCES, INC	GROUNDS MAINTENANCE	5,845.00
205172	ACE CUTTING EQUIPMENT INC	WATER LINE MAINTENANCE	145.60
205173	ADAMS ELECTRONICS COMPANY	OPERATING SUPPLIES	79.90
205174	AECOM GREAT LAKES, INC	PROFESSIONAL SERVICES	189,324.00
205175	AIRGAS USA, LLC	OPERATING SUPPLIES	1,084.23
205176	AIS CONSTRUCTION EQUIPMENT CORP	OPERATING SUPPLIES	69.99
205177	ALAM NAVEED, MUHAMMAD	REFUND PARKS	255.00
205178	ALLIE BROTHERS INC	SUPPLIES UNIFORMS	8,990.79
205179	ALLIED BUILDING SERVICE COMPANY	BUILDING MAINTENANCE	1,100.00
205180	AMAZON	LIBRARY BOOKS	1,204.48
205181	AMERICAN GENERATORS SALES AND	LIFT STATION MAINTENANCE	6,233.42
205182	ANAGO OF METRO DETROIT	BUILDING MAINTENANCE	440.00
205183	ANYWHERE LOMBARDO LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
205184	ANYWHERE LOMBARDO LLC	BLDG. BOND REFUND (ESCROW)	1,000.00
205185	ANYWHERE LOMBARDO LLC	BLDG. PAYMENT REFUND (ESCROW)	632.50
205186	ANYWHERE LOMBARDO LLC	BLDG. PAYMENT REFUND (ESCROW)	8.50
205187	APPLICANTPRO	PROFESSIONAL SERVICES	473.00
205188	APPLIED INNOVATION	EQUIPMENT RENTAL/LEASE	451.99
205189	AQUATIC SOURCE LLC	SPLASH PAD SUPPLIES	629.40
205190	ARAMARK REFRESHMENT SERVICES	OPERATING SUPPLIES	1,107.51
205191	ARK ELECTRICAL SOLUTIONS LLC	BUILDING MAINTENANCE	2,874.55
205192	ARMSTRONG, BRADLEY	BLDG. PAYMENT REFUND (ESCROW)	155.00
205193	BADGER METER INC	WATER LINE MAINTENANCE	193.16
205194	BARNHILL III, JOHN H.	ADULT SOFTBALL	75.00
205195	BENITO'S CAFE	WATER LINE MAINTENANCE	231.89
205196	BERTIN, KENNETH M.	ADULT SOFTBALL	324.00
205197	BEYER, TODD A.	TENNIS LESSONS	21,901.95
205198	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE INSURANCE	69,336.57
205199	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE INSURANCE	41,494.92
205200	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,195.60
205201	BRIEN'S SERVICES INC	GROUNDS MAINTENANCE	2,612.00
205202	BUDLONG, SUE	LIBRARY REFUND	139.00
205203	CANFIELD EQUIPMENT SERVICES INC.	FY 25-26 POLICE VEHICLE BUILDS 851, 853,	31,207.75
205204	CANON FINANCIAL SERVICES INC	PRINTING GRAPHIC DESIGN	2,227.74
205205	CARBYNE INC.	EMERGENCY COMMUNICATION SERVICE	52,741.35
205206	CATALIS PUBLIC WORKS & CITIZEN	INTERNAL TECHNOLOGY	14,281.45
205207	CDW GOVERNMENT LLC	INTERNAL TECHNOLOGY POLICE	16,496.27
205208	CHADHA, GIRISH	WITNESS	14.70
205209	CHRISTOPHER, ANGELA	REFUND PARKS	250.00
205210	CINTAS CORP	SUPPLIES UNIFORMS	722.53
205211	CONSTANTINE, TOM	TUITION REIMBURSEMENT	1,057.00

205212	CONVERSIGHT.AI INC.	COMPUTER SUPPLIES	3,399.00	
205213	CORRIGAN RECORD STORAGE LLC	RECORDS STORAGE	2,102.94	
205214	COSTAR REALTY INFORMATION INC	INTERNAL TECHNOLOGY	2,101.90	
205215	CRANDALL-WORTHINGTON INC	CUSTODIAL SUPPLIES	1,994.29	
205216	CSX TRANSPORTATION INC	SEWER LINE MAINTENANCE	367.40	
205217	D&D WATER & SEWER	WATER SERVICE INSTALLATIONS	19,050.00	
205218	DALTON COMMERCIAL CLEANING CORP	BUILDING MAINTENANCE	325.00	
205219	DIGICERT, INC	INTERNAL TECHNOLOGY	926.71	
205220	DORNBOS SIGN & SAFETY INC	TRAFFIC CONTROL SIGN REPLACEMENT	4,107.63	
205221	DRAGON UNDERGOUND LLC	WATER LINE MAINTENANCE	200.00	
205222	DRN & ASSOCIATES, ARCHITECTS, PC	PROFESSIONAL SERVICES	2,365.00	
205223	VOID		-	V
205224	DROPCOUNTR INC	AMI CSTMR ENGAGE SYSTM	26,231.31	
205225	EASTERN MICHIGAN UNIVERSITY	CONFERENCE	3,500.00	
205226	EGANIX, INC	FOG PREVENTION PROGRAM	7,592.82	
205227	EITAN WINSHTEIN	UB REFUND	2,528.50	
205228	EJ USA, INC.	WATER LINE MAINTENANCE	2,180.76	
205229	ELLSWORTH INDUSTRIES INC.	WATER LINE MAINTENANCE	23,169.85	
205230	ENVISIONWARE, INC	COMPUTER SUPPLIES	543.94	
205231	ERICKSON, CHELSEA	DANCE PROGRAMS	5,113.50	
205232	ETNA SUPPLY	WATER SERVICE INSTALLATIONS	4,837.00	
205233	EVERON LLC	CONTRACTUAL SERVICES	855.43	
205234	FARKAS, JULIE	PETTY CASH	72.36	
205235	FARKAS, JULIE	REIMBURSEMENT	30.98	
205236	FENDT BUILDERS SUPPLY, INC	STORM SEWER MAINTENANCE	1,146.63	
205237	FERGUSON WATERWORKS #3386	WATER METERS	28,481.56	
205238	FONSON COMPANY INC.	CONSTRUCT: VILLAGE WOOD RD (CRANDBROOKE	242,874.51	
205239	FOSTER, SWIFT, COLLINS & SMITH, P.C	LEGAL FEES	267.00	
205240	FRIENDS OF THE ROUGE	INVASIVE SPECIES REMOVAL	1,800.00	
205241	G2 CONSULTING GROUP, LLC.	MATERIAL TESTING: WEST PARK DRIVE REHAB	51,200.00	
205242	GARY'S CATERING INC	SUPPLIES PRISONER MEALS/LINEN	355.00	
205243	GDI SERVICES INC	JANITORIAL CONTRACTS	29,932.00	
205244	GFL ENVIRONMENTAL	LIFT STATION MAINTENANCE	1,132.32	
205245	GRAINGER INC, W W	OPERATING SUPPLIES	273.74	
205246	GREAT AMERICA FINANCIAL SERVICES	OPERATING SUPPLIES	76.00	
205247	GREAT LAKES ACE	OPERATING SUPPLIES	250.84	
205248	GREAT LAKES POWER & LIGHTING INC.	STREET LIGHTING MAINTENANCE	633.12	
205249	GREEN OAK TIRE INC.	VEHICLE MAINTENANCE	4,611.00	
205250	GROUND CONTROL PROPERTY MAINTENANCE	ROUTINE MAINTENANCE	30,838.00	
205251	VOID		-	V
205252	GUNNERS METERS & PARTS, INC.	WATER LINE MAINTENANCE	266.00	
205253	HADLEY'S TOWING LLC	CONTRACTUAL SERVICES	325.00	
205254	HART INTERCIVIC, INC	DATA PROCESSING ELECTIONS	19,506.00	
205255	HARTFORD, THE	EMPLOYEE INSURANCE	9,895.42	
205256	HARVEY, KEN	REFUND PARKS	150.00	
205257	HENRY FORD EMPLOYER SOLUTIONS	MEDICAL SERVICE	4,886.00	
205258	HESCO GROUP LLC	SEWER LINE MAINTENANCE	6,065.00	
205259	HOLBROOK'S ROOFING CO., INC.	BUILDING MAINTENANCE	820.00	
205260	HOME DEPOT	GROUNDS MAINTENANCE	341.89	
205261	HOME DEPOT CREDIT SERVICES	OPERATING SUPPLIES	1,468.58	
205262	I3-IMAGESOFT, LLC	INTERNAL TECHNOLOGY	64,380.90	
205263	IMAGE 360-SOUTHFIELD	OFFCIE SUPPLIES	62.00	
205264	IMAGING SPECTRUM INC	OPERATING SUPPLIES	293.59	
205265	IMS INFRASTRUCTURE MGMT SERVICES	ROAD CONDITION SURVEY	6,358.41	
205266	INTERNATIONAL CONTROLS	INDOOR GUN RANGE	915.00	
205267	JACK DOHENY COMPANIES INC	WATER LINE MAINTENANCE	262.18	
205268	JANWAY COMPANY USA INC	OPERATING SUPPLIES	5,401.00	
205269	JENKINSON, DAN	PER DIEM NEW CHIEFS SCHOOL	155.00	
205270	KANOPY INC	ELECTRONIC MEDIA	5,000.00	
205271	KBK LANDSCAPING, INC.	CEMETERY MAINTENANCE	26,670.00	
205272	KENNEDY INDUSTRIES INC	LIFT STATION MAINTENANCE	5,868.00	
205273	KIMBALL MIDWEST	WATER METERS	1,637.31	
205274	KNIGHT TECHNOLOGY GROUP, INC	COMPUTER SUPPLIES	700.00	
205275	LANGUAGE LINE SERVICES	EMERGENCY COMMUNICATION SERVICE	82.72	

205276	LIBRARY COMPUTER TUTOR	LIBRARY PROGRAMMING	400.00
205277	LIBRARY NETWORK, THE	TLN AUTOMATION SERVICES	4,267.25
205278	LILIENTHAL, DAVID	ADULT SOFTBALL	246.00
205279	LINKEDIN CORPORATION	ELECTRONIC RESOURCES	13,125.00
205280	LOOMIS	ARMORED CAR SERVICES	780.36
205281	LYON MECHANICAL CONTRACTORS, INC.	BUILDING MAINTENANCE	22,339.74
205282	MACNLOW ASSOCIATES	EDUCATION & TRAINING	275.00
205283	MACQUEEN EMERGENCY	UNIFORMS NEW RECRUITS	1,977.80
205284	MAJOR CONSTRUCTION GROUP, INC	WATER LINE MAINTENANCE	20,958.82
205285	MALINOWSKI, JUDITH M.	MEDICAL SERVICE	1,500.00
205286	MARK'S OUTDOOR POWER EQUIPMENT	LAWN MOWER MAINTENANCE	265.96
205287	MARTIN, JOHN	PER DIEM ASSOC FIRE CHIEF CONFERENCE	302.00
205288	MATTIOLI CEMENT CO., LLC	CONSTRUCT: 2025 NEIGHBORHOOD ROADS PROGR	3,843.00
205289	MAYBURY PARK ESTATES ASSOC	BLDG. BOND REFUND (ESCROW)	8,579.00
205290	MAYBURY PARK ESTATES ASSOC	BLDG. BOND REFUND (ESCROW)	500.00
205291	MCKENNA ASSOCIATES INC	HCD	2,220.00
205292	MEDLINE INDUSTRIES, LP	MEDICAL SUPPLIES	531.34
205293	MEDSTAR INC	OPERATING SUPPLIES	150.00
205294	MERJENT, INC	BALLANTYNE	6,000.00
205295	MICHIGAN AMMO CO INC	SUPPLIES AMMUNITION	12,455.00
205296	MICHIGAN AUTOMATIC SPRINKLER INC	GROUNDS MAINTENANCE	2,202.30
205297	MICHIGAN GRAPHICS & AWARDS	EMPLOYEE RECOGNITION	1,215.00
205298	MICHIGAN LIBRARY ASSOCIATION	MEMBERSHIPS	935.00
205299	MICHIGAN LINEN SERVICE, INC.	CONTRACTUAL SERVICES	1,818.25
205300	MICHIGAN RURAL WATER	CONFERENCE	1,575.00
205301	MIDWEST TAPE, LLC	ELECTRONIC MEDIA	25,000.00
205302	MISSION COMMUNICATIONS, LLC	LIFT STATION MAINTENANCE	4,367.40
205303	MPARKS	ADULT SOFTBALL LEAGUE	1,014.00
205304	MUNICIPAL WEB SERVICES, INC	COMMUNITY PROMOTION	1,307.00
205305	NATIONAL LADDER & SCAFFOLD CO INC	OPERATING SUPPLIES	365.36
205306	NATIONAL RECREATION & PARK ASSOC	MEMBERSHIP	945.00
205307	NICE, KIM	REIMBURSEMENT	90.88
205308	NORTHSTAR MAT SERVICE	BUILDING MAINTENANCE	144.64
205309	NORTHVILLE CHARTER TOWNSHIP	DOG PARK EXPENDITURES	1,125.00
205310	NORTHVILLE PARKS & RECREATION	TENNIS LESSONS	843.60
205311	NOVI CHAMBER OF COMMERCE	ACCOUNT 5232	30.00
205312	NOVI COMMMUNITY SCHOOLS	TENNIS LESSONS	206.00
205313	NOVI ROTARY CLUB	MEMBERSHIPS	924.00
205314	NOVI ROTARY CLUB	MEMBERSHIPS	180.00
205315	O'REILLY AUTO PARTS	OPERATING SUPPLIES	243.54
205316	OAKLAND COMMUNITY COLLEGE	RECRUITMENT POC/AUX	100.00
205317	OAKLAND COUNTY ASSOC OF ASSESSING	MEMBERSHIPS	15.00
205318	OAKLAND COUNTY MEDICAL CONTROL	MEMBERSHIPS	75.00
205319	OAKLAND COUNTY REGISTER OF DEEDS	FRESH SMART ROW WARRANTY DEED	35.00
205320	OAKLAND COUNTY REGISTER OF DEEDS	GREAT OAKS OFF SITE SSSE	30.00
205321	OAKLAND COUNTY REGISTER OF DEEDS	MI CAT LICENSE AGREEMENT FENCE	30.00
205322	OAKLAND COUNTY TREASURERS	PROFESSIONAL SERVICES	16,398.00
205323	OAKLAND COUNTY WATER RESOURCES	SEWAGE TREATMENT COSTS	690,426.48
205324	OCCUPATIONAL HEALTH CENTERS OF	MEDICAL SERVICE	240.00
205325	OOMA INC	TELEPHONE	219.40
205326	ORKIN	CONTRACTUAL SERVICES	449.33
205327	OVERDRIVE, INC.	ELECTRONIC MEDIA	3,917.54
205328	OWEN TREE SERVICE INC	FORESTRY MAINTENANCE	6,181.00
205329	PAHUJA, GEETIKA	REFUND PARKS	150.00
205330	PARK PLACE ESTATES INC	PAYBACK SAN SEW DIRECT	17,700.00
205331	PERFECT CLEANERS OF DETROIT, INC	2025-26 UNIFORM CLEANING	1,937.45
205332	PIONEER MANUFACTURING CO.	GROUNDS MAINTENANCE	3,130.90
205333	PK CONTRACTING INC.	ROUTINE MAINTENANCE	63,080.11
205334	POWER CLEANING SYSTEMS	EQUIPMENT MAINTENANCE	391.24
205335	PRECISE MRM LLC	INTERNAL TECHNOLOGY DPS	92.00
205336	PRINTING SYSTEMS	ELECTION SUPPLIES	682.65
205337	PRIORITY WASTE LLC	RUBBISH	285.00
205338	PROSCREENING, LLC	RECRUITMENT	122.00
205339	QUICK SILVER MARKETING SOLUTIONS	CRICKET	1,120.00

205340	QUILL CORPORATION	OFFICE SUPPLIES	63.00
205341	REASON CONSULTING CORPORATION	PERSONAL PROPERTY AUDITOR	3,333.00
205342	RED WING SHOE STORE	SUPPLIES UNIFORMS	796.71
205343	REGISTER, KENNETH	TUITION REIMBURSEMENT	205.77
205344	RESOURCE RECOVERY AND RECYCLING	RECYCLING CENTER	5,808.00
205345	RESOURCE RECOVERY AND RECYCLING	MEMBERSHIPS	137,094.88
205346	RHINO SEED & LANDSCAPE	WATER LINE MAINTENANCE	645.00
205347	RKA PETROLEUM COS., INC	GASOLINE AND OIL	25,052.42
205348	ROAD COMMISSION FOR OAKLAND COUNTY	TRAFFIC SERVICES	9,584.27
205349	ROGUE INDUSTRIAL SERVICES LLC	SEWER LINE MAINTENANCE	3,420.00
205350	ROSS, MICHAEL	ADULT SOFTBALL	65.00
205351	ROSSI, ANTHONY	REFUND PARKS	10.00
205352	ROYAL TRUCK & TRAILER SALES & SVC	VEHICLE MAINTENANCE	365.12
205353	ROYALTY PAVEMENT MARKINGS	ROUTINE MAINTENANCE	95,317.75
205354	SALOWICH, KEITH	REIMBURSE PARKING FEES	81.00
205355	SALTY JAKES LLC	VEHICLE MAINTENANCE	452.50
205356	SAM'S CLUB DIRECT	LIBRARY PROGRAMMING	217.04
205357	SCA OF MI, LLC	STORM SEWER MAINT	13,250.00
205358	SCODELLER CONSTRUCTION, INC.	ROUTINE MAINTENANCE	273,459.04
205359	SELCRA	TENNIS LESSONS	71.20
205360	SHIFMAN FOURNIER, PLC	LEGAL FEES	4,810.00
205361	SHOWCASES	OPERATING SUPPLIES	104.81
205362	SIGNAL RESTORATION SERVICES	BIO HAZARD CLEANING JAIL CELLS	1,047.20
205363	SITEONE LANDSCAPE SUPPLY, LLC	WATER LINE MAINTENANCE	2,267.57
205364	SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES	3,167.97
205365	SOUTH LYON AREA RECREATION	TENNIS LESSONS	787.80
205366	SPALDING DE DECKER	PROFESSIONAL SERVICES	46,474.68
205367	SPRINGSHARE LLC	COMPUTER SUPPLIES	11,376.40
205368	STALKER RADAR	POL VEHICLE NEW INSTALL	6,048.00
205369	STANDARD ELECTRIC COMPANY	OPERATING SUPPLIES	48.23
205370	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	128.22
205371	STATE OF MICHIGAN	SOR REGISTRATION	96.00
205372	SUBURBAN LANDSCAPE SUPPLY	WATER LINE MAINTENANCE	351.00
205373	SUPERIOR EXCAVATING	HYDRANT DEPOSIT REFUND SAKURA PP26-07	2,080.00
205374	SUPERIOR INVASIVE PLANTS SOLUTIONS	INVASIVE SPECIES REMOVAL	1,350.00
205375	SUPERIOR PIPELINE SERVICES	REFUND HYDRANT DEPOSIT EASY FIBRE	147.50
205376	SUTPHEN CORPORATION	2023 SUTPHEN CUSTOM PUMPER PA-17	990,422.85
205377	SZELAP, CHRISTINE E. HEFFERNAN	KARATE	2,346.75
205378	T & M ASPHALT PAVING INC	CONSTRUCT: POWER PARK PATHWAY RECON	24,277.85
205379	T-MOBILE USA, INC	TELEPHONE	1,552.67
205380	TEL SYSTEMS	COMPUTER SUPPLIES	3,497.48
205381	TELNET WORLDWIDE INC.	TELEPHONE	967.14
205382	THOMSON REUTERS - WEST	OUTSIDE DATA PROCESSING	1,495.60
205383	TOLL BROTHERS, INC.	PAYBACK MIDDLE ARM S	210.57
205384	TRAVELERS	INSURANCE DEDUCTIBLES	25,000.00
205385	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLE MAINTENANCE	1,929.10
205386	ULINE, INC.	OPERATING SUPPLIES	502.85
205387	ULLIANCE, INC.	EMPLOYEE ASSISTANCE PROGRAM	406.98
205388	USA BLUEBOOK	WATER LINE MAINTENANCE	3,240.74
205389	VARIPRO	PROFESSIONAL SERVICES	4,055.68
205390	VARSITY LINCOLN, INC	VEHICLE MAINTENANCE	3,297.83
205391	VELA, EDGAR	REFUND PARKS	20.00
205392	VENARDOS CIRCUS	REFUND HYDRANT PERMIT FOR CIRCUS	1,990.00
205393	VERIZON WIRELESS	TELEPHONE	508.24
205394	VESCO OIL CORPORATION	VEHICLE MAINTENANCE	720.75
205395	VOSS LIGHTING	BUILDING MAINTENANCE	402.44
205396	WINTER, MARY ANGELA	ELECTION COMMISSION MEETING 7/8/26	30.00
205397	WISE, MARLA	ELECTION COMMISSION MEETING 7/8/26	30.00
205398	WITMER PUBLIC SAFETY GROUP INC	SUPPLIES UNIFORMS	1,166.87
205399	WP COMPANY LLC	ELECTRONIC RESOURCES	2,036.00
205400	WROBEL, DEBBIE	REIMBURSEMENT	128.32
205401	ZURMUEHLEN, MARYANN	REIMBURSEMENT	98.17
205402	AMAZON.COM SERVICES LLC	INVOICE 271240873	92.37
205403	ARROW OFFICE SUPPLY CO	INVOICE 436885	192.67

205404	AT & T	ACCOUNT 343948601	241.21
205405	BAY AREA NARCOTICS ENFORCEMENT TEAM	FEBRUARY 2026 OVERTIME MSP OFFICERS	2,909.31
205406	CHESTERFIELD TWP POLICE DEPARTMENT	MARCH 2026 OVERTIME	2,126.34
205407	CITY OF ROSEVILLE	MARCH 2026 OVERTIME	515.58
205408	CITY OF ST CLAIR SHORES	MARCH 2026 OVERTIME	603.72
205409	CITY OF TAYLOR	MAY 2026	190.03
205410	COMCAST BUSINESS	ACCOUNT 8529 10 084 0122736	324.07
205411	FEDERAL EXPRESS CORP	ACCOUNT 2307-8105-2 INVOICE 9-361-87296	12.60
205412	GREEN, STEVEN	VEHICLE ALLOWANCE JUNE 2026	500.00
205413	MACOMB COUNTY SHERIFF'S OFFICE	MARCH 2026 OVERTIME	3,305.95
205414	PITNEY BOWES GLOBAL FINANCIAL SVCS	INVOICE 3322903696	65.97
205415	PITNEY BOWES RESERVE ACCOUNT, THE	RESERVE ACCT 33776287	100.00
205416	STATE OF MICHIGAN	INVOICE 551-678505	13,105.17
205417	TREASURER CITY OF DETROIT	INVOICE DPD061626	1,506.98
205418	WEST MICHIGAN ENFORCEMENT TEAM	TRAINING	1,553.60
205419	WEX BANK	INVOICE 113749892	85.00
205420	WEX BANK	INVOICE 113533115	211.07
EFT	FIFTH THIRD BANK P-CARD	JUNE PURCHASES	106,908.79
	FIFTH THIRD	FIN: misc	1,521.55
	AMAZON MKTPL VY6DH4C53	PD: Supplies	11.99
	CHET S RENT ALL - NOVI	W&S: operating supplies	17.92
	WWW.VOLGISTICS.COM	IS: MAN Volunteer Software	253.00
	TRACTOR SUPPLY #1500	PM: Veh Main	87.98
	NATIONAL FIRE PROTECTI	FD: NFPA Training	499.00
	NFPA NATL FIRE PROTECT	FD: NFPA Training	813.02
	TEXT.EMAIL	LIB: Computer Software licensing	20.00
	USPS.COM CLICKNSHIP	CLK: Postage	9.57
	AMAZON MARK LW8OE1MF3	OAS: LC Program Supplies	25.54
	CAPIO - CA ASSOCIATION	CR: webinar	45.00
	OPENAI CHATGPT SUBSCR	IS: Software	20.00
	OPENAI CHATGPT SUBSCR	IT: AI tool	20.00
	AMAZON MKTPL MA8IQ6OK3	TREAS: Office supples	58.00
	AMAZON.COM P53OL9EK3	ASSES: Office supplies	11.40
	INTERNATIONAL ASSOCIAT	FD: Conference & Workshops	1,165.00
	ATT CONS PHONE PMT	FACILITES - Utilities - Telephone	3,301.00
	AMAZON MARK XL58H3O83	FIN: supplies	90.98
	TRACTOR SUPPLY #1500	PM: Tractor parts	64.98
	DELTA	FD: Conference and Travel	957.79
	AMAZON.COM 7V76R22R3	FIN: City Office Supplies	45.42
	AMAZON MKTPL A31J925F3	FIN: City Office Supplies	82.58
	AMAZON MARK OW2D368N3	PD: Supplies	43.66
	ALL AMER FP	PM: American Flags	298.00
	SAMS CLUB.COM	HR: wellness & engagement	258.22
	AMAZON MARK 3V5FW37G3	PD: Supplies	65.20
	NFPA NATL FIRE PROTECT	FD: Membership	225.00
	AMAZON MARK SK7995H13	PD: Supplies	78.23
	AMAZON MKTPLACE PMTS	PRCS: sizzling summer supplies	(59.79)
	GIH GLOBALINDUSTRIALEQ	LIB: Operating Supplies	1,219.05
	AMAZON MKTPL WR1FQ1P83	FD: Training Program Book	136.64
	AMAZON MARK 528F41E21	FD: USAR Supplies	258.85
	AMAZON MKTPL WH0L36NP3	FD: USAR Supplies	1,158.00
	AMAZON.COM 6N2BW5LI3	PRCS: Program supplies	69.94
	BARNES & NOBLE #2648	LIB: Books	(1.08)
	CCI CONSTANT-CONTACT	CR: email marketing	524.00
	GROUPMAP TECHNOLOGY	IT: Software Subscription	8.00
	AMAZON.COM	DPW: trash can refund	(270.70)
	AMAZON MKTPL AE5R05WA3	FM: Operating Supplies	25.49
	BARNES & NOBLE #2648	LIB: Books	19.08
	BUSCH'S #1205	CR: Novi University	17.37
	CHICK-FIL-A #04367	CR: Novi University	204.25
	AMAZON MKTPL 7W8NK9PV3	FLT: repairs	431.98
	DETROITZOOLOGICAL SCTY	PRCS: Field Trip	2,256.00
	WWW.SAFETYSOURCEONLINE	PM: Training class	17.75
	KROGER #632	HR: Wellness & Engagement	50.00

KROGER #632	HR: Wellness & Engagement	20.00
WAL-MART #5893	HR: health & wellness	30.00
AMAZON MKTPL WY2NI80G3	FIN: supplies	18.41
IN SIGNATURE IMAGEWEA	ASSES: Supplies	585.31
AMAZON MARK X81421W73	PD: Supplies	61.26
IN SIGNATURE IMAGEWEA	HR: Wellness & Engagement	413.57
ADOBE	LIB: Computer Software	779.88
PY HISTORICAL SOCIETY	LIB: Historical Commission	24.95
CS DICKS GC	PRCS: League prizes	825.00
FIFTH THIRD	FIN: misc	29.00
STATE OF MI EMS	FD: Annual Renewal Fee	425.00
KROGER #632	CC: Food for Council Committee	40.75
AMAZON MKTPL 954VG7SB3	FM: Operating Supplies	28.99
COURSERA.ORG	ISDC: Services	59.00
FEDEX526100341	ASSES: FedEx	21.39
AMAZON MKTPL YI1016TH3	PM: Time clock ribbon	12.95
AMAZON MARK 4I6NF0F23	FD: Operating Supplies	293.71
APPLE.COM/BILL	CR: iCloud Storage	2.99
AMAZON MKTPL IP02N4DD3	PD: Supplies	59.96
AMAZON MARK AR0RI1Y53	PD: Supplies	35.98
AMAZON MKTPL NA44A42Z3	DPW: Operating Supplies	37.82
VISION GRAPHICS LLC	CR: Council/Board Commission Art Wall	3,190.00
AMAZON MKTPL CG1R431X3	DPW: Operating Supplies	20.89
AMAZON MKTPL 3B6C47B73	PRCS: sizzling summer supplies	31.98
AMAZON MARK SW6AC29O3	FLT: Lawn Mower Maintenance	15.19
AMAZON RETA 2A9NA49I3	CLK: Supplies	55.12
STAMPS.COM	LIB: Postage	20.99
AMAZON MKTPL DK6H17PQ3	DPW-Veh Main	47.49
AMAZON MKTPL CE1962363	DPW: Equip Main	9.99
AMAZON MARK OE8965XR3	PD: Supplies	217.28
FEDEX525827281	PD: FedEx	19.57
RADISSON	CLK: Conference	899.00
MUGG & BOPPS # 15	PD: Fuel	69.38
AMAZON MKTPL Z072O5533	PRCS: sizzling summer supplies	175.93
AMAZON.COM 1S2BJ9YB3	PRCS: Program supplies	73.47
AMAZON MARK OB98A6223	PD: Supplies	113.33
AMAZON MKTPL S65IU2C03	PRCS: sizzling summer supplies	131.21
AMAZON MKTPL MD8VK7UU3	DPW: Operating Supplies	87.98
CRUISERS INC	IS: Hardware	181.61
WHITLOCK BUSINESS SYST	TREAS: Print utility bill notices	704.89
FUELCLOUD	DPW: G&O	152.50
ANTHROPIC CLAUDE SUB	CM: internal tech	20.00
MOTORCRAFTSERVICE.COM	PD: Veh Main	188.90
WHITLOCK BUSINESS SYST	TREAS: Postage for utility bills	2,274.03
SPECTRUM	FACILITES - Utilities - Telephone	9,051.28
AMAZON MKTPL U25Q95OF3	DPW: Chairs	229.99
FBINAAMI	PD: Conference	75.00
AMAZON MKTPL 288365143	PM: Zevo insect traps	45.97
FBINAAMI	PD: Conference	340.00
GFS STORE #1985	CR: Employee Recognition/Picnic	214.46
AMAZON MKTPL OO08M6PR3	DPW: Operating Supplies	43.01
AMAZON.COM H95R170S3	DPW: G&O	812.10
AMAZON MKTPL QF31W62V3	DPW: Chairs	599.97
AMAZON MARK C14BF4NG3	CLK: supplies	220.94
AMAZON.COM VS7CQ4J23	TREAS: Office supplies	9.78
IN 2X SERVICES LLC	PD: Training	150.00
LLRMI	PD: Training	175.00
AMAZON.COM	PRCS: art supplies return	(11.32)
AMAZON MKTPL UE5P24HH3	PRCS: sizzling summer supplies	57.44
BIG TOMMYS PARTHENON	CR: CommunityFest	79.72
GFS STORE #1985	CR: Employee Recognition/Picnic	155.13
KROGER #363	CR: Employee Recognition/Picnic	19.47
AMAZON.COM 8082V2I03	CR: recognition	2,500.00
TECHSOUP	LIB: Computer Software	31.20

AMAZON RETA 1J9GK1M33	CD: Office Supplies	15.97
AMAZON.COM I13RK0LW3	IS: Supplies	219.99
AMAZON MKTPL AH83K3WE3	IS: Supplies	24.99
AMAZON.COM 3O9OJ06R3	TREAS: Office Supplies	34.95
AMAZON.COM CT6PF3LK3	FM: Operating Supplies	245.13
AMAZON MKTPL 7I17N3O73	DPW: Equip Main	857.28
AMAZON.COM QL5YG8H73	DPW: Operating Supplies	282.77
MICHIGAN STATE YSA	PRCS: Program Expenses	506.00
FSP SHANTY CREEK RESOR	PD: MACP Summer Conference	650.41
SPI DIRECTV SERVICE	PD: DirectTV	50.00
AMAZON MKTPL L38ST1F43	DPW: G&O	314.00
WAL-MART #5893	PRCS: Program Supplies	82.54
AMAZON MARK MM6L82ME3	PRCS: Program Supplies	65.94
EB MVCA SUMMER CRUISE	CD: MVCA Networking event	55.20
USPS.COM CLICKNSHIP	CLK: Postage	19.14
LAUNCH - NOVI (POS)	PRCS: Program Expense - Field Trip	2,794.50
USPS.COM CLICKNSHIP	CLK: Postage	19.14
AMAZON MARK 7K0EC7N83	PD: Supplies	538.92
AMAZON MKTPL A18277A33	PRCS: sizzling summer supplies	13.99
AMAZON MKTPL QQ5BX04Y3	FD: Vehicle Maintenance	229.30
AMAZON MARK R90A06Z23	PRCS: Program Supplies	126.59
TECHSOUP	LIB: Computer Software	93.60
IONOS	LIB: Computer Software & License	55.16
MIX TAPE MUSIC BINGO	HR: EWE Event	49.00
AMAZON.COM 5P2GS3IY3	PRCS: sizzling summer supplies	11.32
AMERICAN SOCIETY OF AP	ASSES: Prof. Membership renew	780.00
VZWRLSS APOCC VISB	FACILITES - Utilities - Telephone	11,390.57
AMAZON.COM 5H2PQ15M3	FIN: Office Supplies	227.20
PANERA BREAD #600667 O	HR: wellness & engagement	72.38
USPS.COM CLICKNSHIP	CLK: Postage	28.71
123.NET, INC.	FACILITES - Utilities - Telephone	4,145.65
GETAWAY TOURS & CHARTE	LIB: Adult Programming	1,745.85
MICHIGAN ASSOCIATION O	PD: Training	200.00
CARRIAGE CLEANERS	PRCS: Supplies	30.00
AMAZON MARK 3E6K18WM3	FD: Operating Supplies	38.39
CUSTOM MEDALS	CR: pins	440.96
AMAZON RETA D30BJ3L43	CD: Office Supplies	101.06
AMAZON MKTPL B54XZ5813	HIDTA	31.79
USPS.COM CLICKNSHIP	CLK: Postage	9.57
USPS.COM CLICKNSHIP	CLK: Postage	19.14
G2GCHARGE COM SERVICE	W&S: mandatory water testing	4.76
OAKLAND COUNTY MI	W&S: mandatory testing	136.00
AMAZON.COM W291N3JO3	CR: recognition	200.00
MEIJER STORE #054	PRCS: Program Expenses	85.00
AMAZON MKTPL ZM8Z82HJ3	FM: Operating Supplies	18.81
SQ OCAAO	ASSESS: Continuing education	65.00
HAMPTON INN HOTELS	DPW: Conferences/Workshops	(380.41)
AMAZON MKTPL Y40UB41E3	PD: Supplies	18.99
AMAZON MARK DI8JP7M13	FD: Sales Tax Refund	(9.58)
KEYCODE MEDIA INC	CC: Chamber Projector	3,088.09
ISCG	FM: Desks, Chairs	873.35
USPS.COM CLICKNSHIP	CLK: Postage	19.14
GETSLING.COM	PRCS: Scheduling Software	73.50
AMAZON MARK EO6YH2F53	FD: Sales Tax Refund	(6.43)
AMAZON MARK BF00E60L2	FD: Sales Tax Refund	(0.26)
AMAZON MARK DI8JP7M13	FD: Sales Tax Refund	(2.08)
AMAZON MARK DV2GN2EK3	FD: Sales Tax Refund	(1.45)
AMAZON MARK DI8JP7M13	FD: Sales Tax Refund	(0.96)
AMAZON MKTPL BJ4H780K3	CR: certificate boards	219.70
NRPA OPERATING	OAS: Recertification Fees	70.00
SHELL OIL 10012388020	PD: Fuel	39.00
AMAZON MARK JY1MJ80T3	CD: First Aid supplies	11.35
AMAZON MKTPL FX4IO55O3	FIN: supplies	18.41
AMAZON.COM CF1XE84Q3	ASSES: Office supplies	34.25

AMAZON MKTPL 3H8FY92P3	ASSES: Office supplies	13.42
AMAZON MKTPL LR8Q16O43	ASSES: Uniforms - shirts	64.98
EGLE DW TRAIN AND CERT	W&S: water line maintenance	95.00
AMAZON MKTPL 3O20E43Z3	FIN: supplies	32.82
AMAZON.COM	HIDTA	(34.39)
AMAZON MKTPL P55OM6R93	FM: Operating Supplies	37.95
AMAZON MARK KP0GC7XB3	OAS: program supplies	38.75
USPS.COM CLICKNSHIP	CLK: Postage	28.71
AMAZON MKTPL 8F1IF04J3	HIDTA	15.89
AMAZON MKTPL UK8918XF3	PRCS: Operating Supplies	912.00
AMAZON MKTPLACE PMTS	FD: Sales Tax Refund	(8.92)
AMAZON MARK B517V4OA3	PRCS: Program Supplies	195.29
OPENAI CHATGPT SUBSCR	IT: Software Subscription	20.00
AMAZON MKTPLACE PMTS	PRCS: Program supplies	(89.25)
CROWN AWARDS INC	PRCS: League awards	61.79
AFP MACEO	CD: Training	20.00
AFP MACEO	CD: Training	190.00
AFP MACEO	CD: Training	20.00
PROJECT MANAGEMENT INS	IS: Membership	179.00
AMAZON MKTPL WS3DL2ZZ3	ASSES: Office supplies	18.88
TOWNEPLACE SUITES	PD: SRT	1,245.84
CHICK-FIL-A #04367	CR: CommunityFest	74.67
BP#9737057CAPL IL00QPS	PD: Fuel	25.00
ORGANIMI	HR: Org chart subscription	154.99
FILTER KING	PD: Communciations	(7.06)
KALAHARI RESORT- OH	PD: SRT	651.55
MUSIC THEATRE INTL	PRCS: theatre license	3,185.00
HBR SUBSCRIPTION	MGR: Magazine Subscription	135.00
MAXWELL MEDALS AND AWA	PRCS: League awards	281.00
AMAZON.COM 5S0XE5NX3	PRCS: League supplies	49.98
WEB NETWORKSOLUTIONS	IS: Domain Renewals	558.48
AMAZON MKTPL SK2IB24I3	IS: Supplies	9.75
AMAZON MKTPL XY1ME7JG3	DPW: Boardwalk repair	514.23
INTERNATIONAL FACILITY	FM: Membership Dues	416.00
INTL FACILITY MGMT ASS	FM: Conference Registration	975.00
CENTURYLINK LUMEN	FACILITIES - Utilities - Cable	170.74
USPS.COM CLICKNSHIP	CLK: Postage	19.14
AMAZON MKTPL VG1GB8143	DPW: Oper Supplies	35.90
AMAZON MARK DB8DS36D3	PRCS: Program Supplies	25.36
AMAZON MARK TC1KU10H3	PRCS: Program Supplies	106.63
USPS.COM CLICKNSHIP	CLK: Postage	9.57
AMAZON.COM ZQ1DI6773	DPW: Operating Supplies	65.20
AMAZON MKTPL A07P05CL3	DPW: Admin	50.71
USPS.COM CLICKNSHIP	CLK: Postage	19.14
AMAZON MARK FC5OX5MA3	PRCS: Program Supplies	21.48
AMAZON MKTPL P745S3C73	PD: Communications	524.00
ICMA ONLINE	IS: Membership Renewal	200.00
AMAZON MKTPL 946051NW3	FM: Operating Supplies	44.61
USPS.COM CLICKNSHIP	CLK: Postage	19.14
KODEX, INC.	PD: Postage	25.00
DOLAN CONSULTING GROUP	PD: Training Class	125.00
UB CFM ACORN (R)	FACILITES - Utilities - Telephone	610.75
SQ SQUARE HARDWARE	LIB: Computer Supplies	1,260.34
WP NOVI-ABWA.ORG	LIB: Memberships	5.00
DITCH WITCH SALES OF M	PM: Veh Maint	865.81
IN WASHTENAW AREA MUT	FD: Training Course	20.00
AMAZON MKTPL AQ59N9LC3	DPW: Phone Case	9.99
GAMETIME	PRCS: park bench	1,102.13
AMAZON.COM 4A27C20D3	HIDTA	64.65
GUERNSEY FARM RESTAURA	OAS: program supplies	120.00
WM SUPERCENTER #5048	OAS: program supplies	20.44
MEMORYLANETH O #43846	LIB: Program	39.84
AMAZON MKTPL ZP0CX31O3	FIN: Office Supplies	41.19
STK SHUTTERSTOCK	CR: subscription	979.00

SAMS CLUB #6657	CR: catering	38.94
MILITARYBESTCOM	PD: Supplies	24.56
AMAZON MARK 6N1136K93	FD: Operating Supplies	199.47
ALDI 67094	OAS: program supplies	76.75
LITTLE CAESARS #0057	CR: catering	159.04
DD/BR #304009	PD: Community	607.62
AMAZON MKTPL 3X9Y26HB3	FM: Operating Supplies	51.30
AMAZON MKTPL V14AI5K53	FLT: Maintenance parts	287.09
AMAZON MARK VQ3MI14D3	CLK: supplies	89.90
D J WSJ	MGR: Wall Street Journal	44.99
AMAZON MKTPL ZQ65J2NZ3	FIN: Office Supplies	55.98
USPS.COM CLICKNSHIP	CLK: Postage	9.57
STAMPS.COM	LIB: Postage	100.00
AMAZON WEB SERVICES	IS: Hosting Fee	0.16
USPS.COM CLICKNSHIP	CLK: Postage	19.14
AMAZON.COM OX0SI7VP3	FM: Office Supplies	12.66
AMAZON MKTPLACE PMTS	ASSES: Supplies	(19.98)
CCI CONSTANT-CONTACT	CLK: Elections	180.00
AMAZON MARK 9B5ZA26O3	PD: Community	274.17
SQ RETRO-TAKU VIDEOGA	LIB: Programming	398.40
XERCES SOCIETY, INC	MGR: Bee City USA dues	400.00
USATODAY CO DIGITAL	MGR: Newspaper Subscription	19.99
I-80 CITGO	PD: Fuel	51.01
AMAZON MARK QC15D8103	DPW: Boardwalk supplies	406.34
AMAZON MARK OL23R3W13	DPW: Operating Supplies	31.99
EZCATER POTBELLY SANDW	CC: Food for Committee Meeting	191.33
PAYPAL 3CMA	CR: 3cma	210.00
IN BLUE STEEL RANGES	HIDTA	3,600.00
BLICK ART MATERIALS	PRCS: sizzling summer supplies	146.81
AMAZON MARK EO6YH2F53	FD: Equipment Maintenance	113.61
NATIONAL ACADEMY OF TE	CR: NATAS membership	75.00
NATIONAL ACADEMY OF TE	CR: NATAS Emmys	1,175.00
AMAZON MKTPL 183605GY3	W&S: Tools	146.39
BOX LUNCH #4682	LIB: Programming	10.00
TEXT.EMAIL	LIB: Computer Software	20.00
MINISO TWELVE OAKS MAL	LIB: Program	10.00
UEP ONEZO CAFE	LIB: Programs	10.00
SQ BOOKOFF NOVI	LIB: Programming	15.00
SQ KLAWSOME	LIB: Program	10.00
ADOBE ADOBE	LIB: Computer Software license	779.88
KIESLER	PD: SRT	2,431.20
WWW.VOLGISTICS.COM	IS: MAN - Volunteer Software	253.00
USPS.COM CLICKNSHIP	CLK: Postage	19.14
NOVI ROTARY CLUB	PD: Dues	55.00
WHITLOCK BUSINESS SYST	TREAS: Print utility bills	741.75
WHITLOCK BUSINESS SYST	TREAS: Postage for Utility bills	1,837.02
AMAZON MKTPL WX9UT5CM3	PM: PTO Forms	39.19
AMAZON MARK 0W6T18KC3	PD: Supplies	222.80
AMAZON MARK 4C80I4PR3	PD: Supplies	19.92
AMAZON MARK 2R8W29LC3	PD: Community	33.24
SAMSCLUB #6657	PRCS: Program Expenses	(109.62)
	GRAND TOTAL	**$ 4,252,308.58**

GENERAL FUND	101	581,664.24
MAJOR STREET FUND	202	374,082.61
LOCAL STREET FUND	203	347,488.20
MUNICIPAL STREET FUND	204	94,927.70
PARKS, REC & CULTURAL SVCS FUND	208	93,881.01
DRAIN FUND	211	160,849.45
TREE FUND	213	7,289.11
CLEMIS-Crash & Citation Revenue Sharing	218	52,741.35

RUBBISH COLLECTION FUND	226	326,634.32
LIBRARY FUND	271	127,948.41
LIBRARY CONTRIBUTION FUND	272	480.25
COMMUNITY DVLPMNT BLOCK GRANT FUND	274	2,220.00
CAPITAL IMPROVMENT PRGRM (CIP) FUND	401	990,422.85
PEG CABLE - CAPITAL FUND	463	3,088.09
PUBLIC SAFETY BUILDING	464	64,700.00
SENIOR HOUSING FUND	574	39,848.59
WATER AND SEWER FUND	592	906,532.46
AGENCY FUND	701	37,947.93
MI HIDTA	725	39,562.01
	GRAND TOTAL	**$ 4,252,308.58**