



CITY COUNCIL AGENDA

CITY OF NOVI
Regular City Council Meeting
September 25, 2023 | 7:00 PM
Council Chambers | Novi Civic Center | 45175 Ten Mile Road
(248) 347-0460

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

PUBLIC HEARINGS

PRESENTATIONS

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. Approval of resolution to authorize Budget Amendment #2024-1.
2. Consideration of approval to award engineering design services to AECOM for the 2024 and 2025 Neighborhood Road Program (NRP) in the amount of \$398,062.50.
3. Consideration of approval to award engineering design services to OHM Advisors for the design of streambank stabilization and restoration measures along the Middle Branch of the Rouge River north of Chattman Road and between 10 Mile Road and Novi Road in the amount of \$268,220.

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

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

MAYOR AND COUNCIL ISSUES

COMMUNICATIONS

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

- A. Approve Minutes of:
September 11, 2023 - Regular Meeting
- B. Consideration of Equalization Division Assistance Services Agreement with Oakland County, for Real and Personal Property Assessment Administration Services through June 30, 2024.
- C. Approval of amendment to the contract for the City Clerk as prepared and approved as to form by the City Attorney.
- D. Approval of Agreement for Election Services between Oakland County, Township of Novi, City of Northville, and City of Novi for the purpose of operating an early voting site, subject to final review of the form of agreement by the City Manager's office and City Attorney.
- E. Acceptance of a Conservation Easement being offered as a part of JSP 22-37 Catholic Central North Campus, for property in Section 18, located west of Wixom Road, and south of Grand River Avenue.
- F. Acceptance of an Off-Site Conservation Easement from Singh Development, LLC being offered as a part of JSP 20-35, Townes at Main Street for property in Section 23 along Main Street. The easement is located north of I-96, west of Meadowbrook Road, along the south side of Twelve Oaks Lake in Section 14.
- G. Acceptance of an Open Space Preservation Easement from Toll Brothers being offered as a part of JSP 21-47 Parc Vista RUD, for property in Section 31, west of Garfield Road and north of Eight Mile Road.
- H. Acceptance of Conservation Easement from Sakura Novi, LLC being offered as a part of JSP 22-09 Sakura Novi, for property located in Section 23, north of Grand River Avenue, south of Eleven Mile Road, and east of Town Center Drive.

- I. Approval of a Storm Drainage Facility Maintenance Easement Agreement from BC Novaplex LLC LLC for Innova Apartments located north of Twelve Mile Road and west of Haggerty Road (parcel 50-22-12-400-066).
- J. Approval of claims and warrants – Warrant 1140

ADJOURNMENT

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

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



CITY OF NOVI CITY COUNCIL
SEPTEMBER 25, 2023

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

SUBMITTING DEPARTMENT: Finance

BACKGROUND INFORMATION:

The City's annual budget is adopted by the third Monday in May each year and is effective July 1st each year. Quarterly budget amendments, along with rollover budget amendments, are approved by the City Council throughout the fiscal year.

Rollover budget amendments consist of projects or contracts that were budgeted for in the prior fiscal year and not completed by fiscal year-end. The balance of the incomplete contracts and projects as of June 30, 2023, will be expended in fiscal year (FY) 2023/2024, so it is necessary to amend the adopted FY 2023-24 budget so these commitments can be completed. Final year-end closeout numbers for FY 2022-23 have become available, so the rollover budget amendment represents the projects/commitments that are in progress and not completed by June 30, 2023.

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

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment# 2024-1 is authorized:

	INCREASE (DECREASE)
GENERAL FUND	
APPROPRIATIONS	
City Manager	
Other Services and Charges	49,435
City Clerk	
Other Services and Charges	33,700
Integrated Solutions - Technology	
Other Services and Charges	83,122
Capital Outlay	20,822
Integrated Solutions - Facility Management	
Other Services and Charges	221,000
Capital Outlay	589,219
Integrated Solutions - FM: Parks Maintenance	
Capital Outlay	71,473
Police Department	
Other Services and Charges	4,820
Capital Outlay	1,215,028
Fire Department	
Other Services and Charges	20,862
Capital Outlay	12,000
Community Development - Building	
Other Services and Charges	60,220
Capital Outlay	63,175
Department of Public Works - Engineering	
Other Services and Charges	9,300
Department of Public Works - Field Operations	
Capital Outlay	218,000
Department of Public Works - Fleet Asset	
Capital Outlay	312,271

	INCREASE (DECREASE)
Community Development - Planning	
Other Services and Charges	150,037
TOTAL APPROPRIATIONS	\$ 3,134,485
Net Increase (Decrease) to Fund Balance	\$ (3,134,485)

Ending Fund Balance	\$11,419,782
Fund Balance as a % of total annual expenditures	25%

MAJOR STREET FUND	
REVENUES	
Transfers In	900,000
TOTAL REVENUES	\$ 900,000
APPROPRIATIONS	
Capital Outlay	4,521,140
TOTAL APPROPRIATIONS	\$ 4,521,140
Net Increase (Decrease) to Fund Balance	\$ (3,621,140)

Ending Fund Balance	\$1,170,346
Fund Balance as a % of total annual expenditures	10%

LOCAL STREET FUND	
REVENUES	
Transfers In	800,000
TOTAL REVENUES	\$ 800,000
APPROPRIATIONS	
Maintenance	16,750
Capital Outlay	698,530
TOTAL APPROPRIATIONS	\$ 715,280
Net Increase (Decrease) to Fund Balance	\$ 84,720

Ending Fund Balance	\$755,170
Fund Balance as a % of total annual expenditures	10%

**INCREASE
(DECREASE)**

MUNICIPAL STREET FUND

APPROPRIATIONS

Capital Outlay	1,071,400
Transfers Out	1,700,000
TOTAL APPROPRIATIONS	\$ 2,771,400

Net Increase (Decrease) to Fund Balance	<u><u>\$ (2,771,400)</u></u>
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Ending Fund Balance	\$3,277,686
Fund Balance as a % of total annual expenditures	40%

PARKS, RECREATION, & CULTURAL SERVICES FUND
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APPROPRIATIONS

752 Supplies	8,000
752 Capital Outlay	127,350
757 Capital Outlay	86,910
757 Older Adult Program Expenditures	18,250
TOTAL APPROPRIATIONS	\$ 240,510

Net Increase (Decrease) to Fund Balance	<u><u>\$ (240,510)</u></u>
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Ending Fund Balance	\$932,726
Fund Balance as a % of total annual expenditures	20%

DRAIN FUND

REVENUES

Transfers In	2,410,767
TOTAL REVENUES	\$ 2,410,767

APPROPRIATIONS

Capital Outlay	2,940,570
TOTAL APPROPRIATIONS	\$ 2,940,570

Net Increase (Decrease) to Fund Balance	<u><u>\$ (529,803)</u></u>
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**INCREASE
(DECREASE)**

DRAIN PERPETUAL MAINTENANCE FUND

APPROPRIATIONS

Transfers Out	2,410,767	
TOTAL APPROPRIATIONS	\$ 2,410,767	

Net Increase (Decrease) to Fund Balance	\$ (2,410,767)	
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TREE FUND

APPROPRIATIONS

Capital Outlay	20,000	
TOTAL APPROPRIATIONS	\$ 20,000	

Net Increase (Decrease) to Fund Balance	\$ (20,000)	
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FORFEITURE FUND

APPROPRIATIONS

Capital Outlay	90,167	
TOTAL APPROPRIATIONS	\$ 90,167	

Net Increase (Decrease) to Fund Balance	\$ (90,167)	
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CAPITAL IMPROVEMENT PROGRAM (CIP) FUND

APPROPRIATIONS

Capital Outlay	3,505,780	
TOTAL APPROPRIATIONS	\$ 3,505,780	

Net Increase (Decrease) to Fund Balance	\$ (3,505,780)	
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ICE ARENA FUND

APPROPRIATIONS

Other Charges and Services	50,000	
Capital Outlay	315,810	
TOTAL APPROPRIATIONS	\$ 365,810	

Net Increase (Decrease) to Fund Balance	\$ (365,810)	
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**INCREASE
(DECREASE)**

SENIOR HOUSING FUND

APPROPRIATIONS

Capital Outlay	289,600
TOTAL APPROPRIATIONS	\$ 289,600

Net Increase (Decrease) to Fund Balance	\$ (289,600)
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WATER & SEWER FUND

APPROPRIATIONS

Other Charges and Services	1,218,421
Capital Outlay	11,601,199
TOTAL APPROPRIATIONS	\$ 12,819,620

Net Increase (Decrease) to Fund Balance	\$ (12,819,620)
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I hereby certify that the foregoing is a true and complete copy of a
resolution adopted by the City Council of the City of Novi
at a regular meeting held on September 25, 2023

Cortney Hanson
City Clerk

<u>GL #</u>	<u>Project/Item Description</u>	<u>Budget Category</u>	<u>Amount</u>
GENERAL FUND			
Expenditures			
101-172.00-816.002	Entryway Signage Grant Prgrm Residential	Other services and charges	49,435
101-215.00-816.062	SIP053 Recodification - City Clerk	Other services and charges	33,700
101-228.00-850.004	WiFi Access Point Replacements (16)	Other services and charges	8,997
101-228.00-850.999	Internal Technology - citywide (OnBase ELA subscription conversion)	Other services and charges	16,500
101-228.00-850.999	Internal Technology - citywide (Software)	Other services and charges	57,625
101-228.00-986.031	IFT005 Virtual Desktop (VDI) Server Repl	Capital Outlay	13,742
101-228.00-986.039	COR012 Domain Server Replace - Police	Capital Outlay	7,080
101-265.00-816.086	Public Safety Facility Needs Study	Other services and charges	79,000
101-265.00-816.087	Trailer Rental - Fire Station #1	Other services and charges	142,000
101-265.00-976.083	FAC016 Roof Replace - FS#4	Capital Outlay	284,882
101-265.00-976.126	FAC038 Bldg Genrtr&Tech incl cnrcte- PD	Capital Outlay	178,265
101-265.00-976.135	FAC037 Elevator Mechanicals - Police	Capital Outlay	126,072
101-265.10-983.067	LDV014 LDV w/plow replace 697 DPW FO	Capital Outlay	18,810
101-265.10-983.071	LDV013 LDV w/Plow replace 641 IS PM	Capital Outlay	17,603
101-265.10-983.072	LDV015 LDV w/ Plow replace 651- DPW FO	Capital Outlay	18,810
101-265.10-983.090	SIP017 Vehicle (NEW POSITION) dept265.10	Capital Outlay	16,250
101-301.00-850.015	SIP024 Firewall Replace -Police Vehicles	Other services and charges	4,820
101-301.00-980.000	Communications equipment (911 phone system upgrade)	Capital Outlay	74,410
101-301.00-980.006	POL023 InCar Cameras & Body Cameras	Capital Outlay	801,373
101-301.00-983.000	Vehicles	Capital Outlay	300,000
101-301.00-983.100	Vehicle-new install	Capital Outlay	39,245
101-336.00-850.000	Internal Technology (5 toughbooks-Fire dept)	Other services and charges	20,862
101-336.00-982.075	COR023 Paging Talk Groups (10) - Fire	Capital Outlay	12,000
101-371.00-850.008	CDB002 CD Tech Upgr Ph2 - EPR & M Sftwre	Other services and charges	60,220
101-371.00-983.089	SIP005 Vehicle (NEW POSITION) dept371.00	Capital Outlay	39,080
101-371.00-986.030	CDB001 CD Tech Upgrades Ph1-BSA PZE	Capital Outlay	24,095
101-441.10-805.000	Engineer consulting (Traffic Study - Civic Center / Novi High School)	Other services and charges	9,300
101-441.20-975.021	ENG068 NSP 2021 (FY 2021-22)	Capital Outlay	193,000
101-441.20-982.057	COR001 Entryway Sign Replace	Capital Outlay	25,000
101-441.30-983.050	LDV011 LDV w/Plow replace 693 DPW FO	Capital Outlay	17,603
101-441.30-984.037	FLT010 RDS Body Truck (replace 619)	Capital Outlay	294,668
101-701.00-816.003	SIP025 Active Mobility Study (formerly: Nonmotorized Master Plan)	Other services and charges	44,294
101-701.00-816.033	Zoning districts/City West & Pav Shor Vil	Other services and charges	3,260
101-701.00-816.051	SIP004 Master Plan-Land Use & Throughfare	Other services and charges	102,483
			<u>\$ 3,134,485</u>
Net Increase (decrease) to fund balance			\$ (3,134,485)

Ending Fund Balance	\$11,419,782
Fund Balance as a % of total annual expenditures	25%

MAJOR STREET FUND			
Revenues			
203-000.00-699.204	Transfer from Municipal Street Fund	Transfers In	900,000
			<u>\$ 900,000</u>
Expenditures			
202-449.20-975.214	ENG058 Wixom Rd& Lft Trn Ln (10Mi-CL)	Capital Outlay	18,138
202-449.20-975.226	162-07 Beck Rd Widen(11Mi-Prov Dr/CP Bv)	Capital Outlay	465,351
202-449.20-975.248	ENG079 Industrial Bus Parks Rd Rehab	Capital Outlay	950,576
202-449.20-975.271	ENG073 Taft Rd(Sth CL-10 Mile)&R@9MiRd	Capital Outlay	1,621,100
202-449.20-976.089	ENG067a/b GLWA 14 Mi WM Trans Red Route	Capital Outlay	1,465,975
			<u>\$ 4,521,140</u>
Net Increase (decrease) to fund balance			\$ (3,621,140)

Ending Fund Balance	\$1,170,346
Fund Balance as a % of total annual expenditures	10%

<u>GL #</u>	<u>Project/Item Description</u>	<u>Budget Category</u>	<u>Amount</u>
LOCAL STREET FUND			
Revenues			
203-000.00-699.204	Transfer from Municipal Street Fund	Transfers In	800,000
			<u>\$ 800,000</u>
Expenditures			
203-449.30-973.024	Capital Prevent Maint 2023 (FY 2023-24)	Maintenance	16,750
203-449.30-974.231	102-01 NRP 2022 - Concrete (FY 2022-23)	Capital Outlay	14,162
203-449.30-974.233	102-01 NRP 2022 - Asphalt (FY 2022-23)	Capital Outlay	9,225
203-449.30-974.241	102-01 NRP 2023 - Concrete (FY 2023-24)	Capital Outlay	381,539
203-449.30-974.243	102-01 NRP 2023 - Asphalt (FY 2023-24)	Capital Outlay	192,438
203-449.30-975.170	ENG038 Flint St - Ph2; SW Ring Rd	Capital Outlay	80,454
203-449.30-975.230	ENG077 12 Mile Rd Recon(Medina-Cty Lmts)	Capital Outlay	20,712
			<u>\$ 715,280</u>
Net Increase (decrease) to fund balance			\$ 84,720

Ending Fund Balance	\$755,170
Fund Balance as a % of total annual expenditures	10%

MUNICIPAL STREET FUND			
Expenditures			
204-000.00-995.203	Transfer to Local Street Fund	Transfers Out	800,000
204-000.00-995.202	Transfer to Major Street Fund	Transfers Out	900,000
204-446.00-974.480	ENG047 Safe Route to Schools ImprovMDOT	Capital Outlay	15,330
204-446.00-975.020	CONTRA ENG068 NSP - Alloc 101	Capital Outlay	(193,000)
204-446.00-975.021	ENG068 NSP 2021 (FY 2021-22)	Capital Outlay	363,397
204-446.00-975.034	162-01 12 Mile Rd Widen (Beck - Cabaret)	Capital Outlay	556,168
204-446.00-975.187	ENG060 10 Mile Rd & Oper Enhance RCOC	Capital Outlay	228,295
204-446.00-975.221	ENG057 Novi Rd (9 Mile - 10 Mile) RCOC	Capital Outlay	33,690
204-446.00-978.108	Intersection Impr -13 Mile/Haggerty RCOC	Capital Outlay	67,520
			<u>\$ 2,771,400</u>
Net Increase (decrease) to fund balance			\$ (2,771,400)

Ending Fund Balance	\$3,277,686
Fund Balance as a % of total annual expenditures	40%

PARKS, RECREATION, AND CULTURAL SERVICES FUND			
Expenditures			
208-752.00-740.205	Villa Barr Property Operating Costs	Supplies	3,000
208-752.00-740.601	Operating Supplies - Park Amenities	Supplies	5,000
208-752.00-977.033	PRC028b Northwest Park const (playground)	Capital Outlay	16,000
208-752.00-977.090	ENG052a Cemetery Enhance - dirt pathway	Capital Outlay	80,000
208-752.00-977.111	PRC028d Trails incld plygrnd clring - NW Park	Capital Outlay	31,350
208-757.00-960.570	Older Adults - SOS (Fitness Equipment install-Rotary Park)	Older Adult Program Expenditures	18,250
208-757.00-983.045	LDV016 Transit Van 139 - PRCS OAS	Capital Outlay	86,910
			<u>\$ 240,510</u>
Net Increase (decrease) to fund balance			\$ (240,510)

Ending Fund Balance	\$932,726
Fund Balance as a % of total annual expenditures	20%

<u>GL #</u>	<u>Project/Item Description</u>	<u>Budget Category</u>	<u>Amount</u>
DRAIN FUND			
Revenues			
211-000.00-699.152	Transfer from Drain Perpetual	Transfers In	2,410,767
			<u>\$ 2,410,767</u>
Expenditures			
211-445.00-975.146	133-08 Strmbnk Stb -Mid Rouge Rvr nr ML	Capital Outlay	2,637,508
211-445.00-975.157	Storm Sewer Improvements - Heathergreene Crt	Capital Outlay	122,519
211-445.00-975.170	ENG038 Flint St - Ph2; SW Ring Rd	Capital Outlay	82,329
211-445.00-977.038	ENG084 Ped Tunnel Replace-Lake Shore Park	Capital Outlay	15,250
211-445.00-982.079	Mini Excavator (new)	Capital Outlay	72,553
211-445.00-984.022	FLD018 Truck Mounted Cmb Sewer Clnr(repl #614)	Capital Outlay	10,411
			<u>\$ 2,940,570</u>
Net Increase (decrease) to fund balance			\$ (529,803)
DRAIN PERPETUAL MAINTENANCE FUND			
Expenditures			
152-000.00-995.211	Transfer to Drain Fund	Transfers Out	2,410,767
			<u>\$ 2,410,767</u>
Net Increase (decrease) to fund balance			\$ (2,410,767)
TREE FUND			
Expenditures			
213-752.00-977.038	ENG084 Ped Tunnel Replace-Lake Shore Park	Capital Outlay	20,000
			<u>\$ 20,000</u>
Net Increase (decrease) to fund balance			\$ (20,000)
FORFEITURE FUND			
Expenditures			
262-302.00-983.000	Vehicles-Federal Forfeitures	Capital Outlay	90,167
			<u>\$ 90,167</u>
Net Increase (decrease) to fund balance			\$ (90,167)
CAPITAL IMPROVEMENT PROGRAM (CIP) FUND			
Expenditures			
401-336.00-979.005	FIR024 Engine (replace #313)	Capital Outlay	990,423
401-752.00-977.037	PRC043 City Splash Pad	Capital Outlay	2,425,528
401-752.00-977.038	ENG084 PedTunnel Replace -LakeShore Prk	Capital Outlay	82,554
401-752.00-977.039	SIP057 ParkUpdate Plan -ITC Com Sprt Prk	Capital Outlay	7,275
			<u>\$ 3,505,780</u>
Net Increase (decrease) to fund balance			\$ (3,505,780)
ICE ARENA FUND			
Expenditures			
570-000.00-934.023	External Painting incl roof	Other Services and Charges	50,000
570-000.00-976.149	ICE004 Dehumidification Unit	Capital Outlay	205,330
570-000.00-976.162	COR003 Smke/Fire Detection Replace	Capital Outlay	12,670
570-000.00-976.175	ICE022 Roof Restoration - Ice Arena	Capital Outlay	97,810
			<u>\$ 365,810</u>
Net Increase (decrease) to fund balance			\$ (365,810)

<u>GL #</u>	<u>Project/Item Description</u>	<u>Budget Category</u>	<u>Amount</u>
SENIOR HOUSING FUND			
Expenditures			
574-000.00-976.178	SNR015a Window Replace - MC Main Bldg	Capital Outlay	71,330
574-000.00-976.179	SNR015b Window Replace - MC Ranches	Capital Outlay	121,370
574-000.00-976.204	Outdoor Fitness Area Flooring	Capital Outlay	18,900
574-000.00-977.110	ENG092 Pickleball Crts (4)	Capital Outlay	78,000
			<u>\$ 289,600</u>
Net Increase (decrease) to fund balance			\$ (289,600)

WATER AND SEWER FUND			
Expenditures			
592-536.00-816.056	SIP043 Comp Dist Systm Mat Inv -EGLE req	Other Services and Charges	375,000
592-536.00-816.057	SIP044 PRV Cathodic Protection Analysis	Other Services and Charges	12,100
592-536.00-850.009	AMI Cstmr Engage Systm Sftwr(web-based)	Other Services and Charges	28,305
592-536.00-936.040	Water Main Valve Maint Program	Other Services and Charges	790,358
592-536.00-936.501	SCADA maintenance	Other Services and Charges	12,658
592-536.00-976.005	WTS036 Asb-Cement (AC) Wtr Main Rep-PH2	Capital Outlay	179,530
592-536.00-976.009	SAD 170(Ph 3B) Pump Station aka Garfield	Capital Outlay	133,465
592-536.00-976.071	WTS035 I96 SS Cross Proj & W Oak PS Aban	Capital Outlay	57,200
592-536.00-976.072	WTS026 SS ForceMain Replace-HiltonStation	Capital Outlay	306,070
592-536.00-976.076	WTS030 WaterMainReplace-Westminister Sub	Capital Outlay	852,200
592-536.00-976.082	WTS036 Asb-Cement (AC) Wtr Main Rep-PH1	Capital Outlay	1,302,983
592-536.00-976.089	ENG067a/b GLWA 14 Mi WM Trans Red Route	Capital Outlay	96,630
592-536.00-976.099	Howell's Walled Lake Sub-WM Rd SS	Capital Outlay	120,745
592-536.00-976.110	SS CapUpgrd Lanny's InfInt&Drakes Bay Ef	Capital Outlay	6,186,988
592-536.00-976.111	WTS040 Asb-Cement WM repl 10Mi(mdw-hag)	Capital Outlay	244,407
592-536.00-976.112	WTS039 PCCP Water Main Repairs	Capital Outlay	1,475,380
592-536.00-976.116	Water Main Install Flint/Bond Ph 2	Capital Outlay	7,795
592-536.00-976.124	WTS042 Water Main Replace -Roethel Drive	Capital Outlay	10,695
592-536.00-976.139	West Park Booster Station Improvements	Capital Outlay	100,934
592-536.00-977.037	PRC043 City Splash Pad	Capital Outlay	7,228
592-536.00-983.074	LDV 012 LDV w/ Plow 733 - DPW WS	Capital Outlay	18,398
592-536.00-983.087	SIP048 Vehicle (NEW POSITION) dept 592	Capital Outlay	18,398
592-536.00-984.038	FLT013 Sewer Vacuum Truck (replace 726)	Capital Outlay	482,153
			<u>\$ 12,819,620</u>
Net Increase (decrease) to fund balance			\$ (12,819,620)



CITY OF NOVI CITY COUNCIL
SEPTEMBER 25, 2023

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

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 197,312.50 NRP Design 2024 <u>\$ 200,750.00 NRP Design 2025</u> \$ 398,062.50 Total
AMOUNT BUDGETED	\$ 250,000.00 NRP Design 2024 <u>\$ 250,000.00 NRP Design 2025</u> \$ 500,000.00 Total
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	203-449.30-974.250 NRP Design 2024 203-449.30-974.260 NRP Design 2025

BACKGROUND INFORMATION:

Every two years, the City works with one of its consultants to evaluate and prioritize residential streets for the annual Neighborhood Road Program (NRP). Based on staff field observations, resident feedback, and surface ratings (PASER), residential streets are selected for reconstruction or rehabilitation. Engineering consultant, AECOM, will be assisting City staff to develop engineering design plans for the 2024 and 2025 Neighborhood Road Program.

Similar to previous years' NRP, the plans will be bid as a two-year contract to help reduce overall costs by broadening the project scope. A two-year contract also lowers the overall effort of engineering services needed and allows for selection and prioritization of streets over multiple years. Specific streets and repair methods will be determined during the design phase, and the program will be split into concrete and asphalt categories.

The design award is based on construction estimates of \$3,587,500 and \$3,650,000 for 2024 and 2025, respectively. These construction estimates would keep costs within the City's total budgeted amount for the NRP of \$4,650,000 in fiscal year 2024-25 and \$4,575,000 in fiscal year 2025-26. The proposed work is a mix of reconstruction and rehabilitation, so a median fee percentage of 5.5% was selected from the fixed fee schedule established in the Agreement for Professional Engineering Services for Public Projects.

A public information meeting will be scheduled in the spring of 2024 to inform residents of the program. The attached Scope of Design Services prepared by AECOM provides more details on the scope of services.

Also included with this award are the services of the City's geotechnical consultant, G2, to collect data on the existing pavement and subsurface to aid in the road design. Using the fee percentage from the Geotechnical Engineering Services for Public Projects based on the estimated total construction costs, the geotechnical design fees will be \$32,287.50 and \$32,850 for 2024 and 2025, respectively.

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



September 18, 2023

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

Reference: Scope and Fee Letter for
2024 Neighborhood Road Program

Dear Ms. Runkel,

AECOM is pleased to submit this proposal for the above referenced project. The Neighborhood Roads Program is anticipated to include two contracts, one for concrete roadways and one for asphalt roadways, as has been done in previous years. The Neighborhood Roads Program includes both reconstruction of roadways, including the aggregate base, and potentially rehabilitation work (typically milling and overlay of asphalt roadways). Each roadway is inspected to determine the appropriate repair work.

The following tasks will be completed for the projects:

Initial Meeting and Scope Verification

The intent of this task is to meet with the City and verify the limits and scope of work for the project. The city will provide a lists of roads that are under consideration for work. AECOM will then perform analysis of each of the roads, their given condition, proposed scope of fix, and a rough estimate of cost. This will help to maximize the amount of work to be completed within the available budget. AECOM will also establish a list of roads and locations for G2 to collect pavement cores and soil borings.

Survey and Base Plans

The intent of this task is to provide topographic survey and base mapping as needed for the proposed design work. We anticipate that a full topographic survey will be required for areas planned for complete reconstruction. For areas where rehabilitation is planned (mill and overlay or pavement repair), base drawings will be created using a combination of survey data, aerial photos, and a detailed field review of the site.

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

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

Preliminary Plans

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



Ms. Rebecca Runkel
September, 2023
Page 2

Final Plans and Proposal

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

Advertising and Award

We will respond to any final comments received from the City and submit the Advertisements for Bids to the City for publication. Contract Documents will be made available to bidders by AECOM for each contract. AECOM will respond to bidder inquiries during the advertising period and prepare addenda as required. Following the bid opening, AECOM will submit the Bid Tabulation and a letter with recommendations regarding contract award for each contract.

Construction

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

Schedule

AECOM will have assessed all streets, selected streets based on condition and limits, prepared estimates, and prepared base plans by January of 2024 in preparation for a public meeting. AECOM will proceed with the remainder of the design steps and prepare to release the plans for bid in February of 2024 for a March 2024 bid opening.

Estimated Fees:

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

We understand that the out-the-door cost for the 2024 Neighborhood Roads Program is \$4,650,000. The scope of work will be tailored to meet the proposed budget.

2024 Neighborhood Roads Program Design Fee: $\$3,650,000.00 \text{ (Construction Cost)} \times 5.5\% = \$200,750.00$

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

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

Sincerely,

AECOM Great Lakes, Inc.

A handwritten signature in blue ink, appearing to read "Sean Kelsch".

Sean Kelsch, PE
Vice-President



September 18, 2023

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

Reference: Scope and Fee Letter for
2025 Neighborhood Road Program

Dear Ms. Runkel,

AECOM is pleased to submit this proposal for the above referenced project. The Neighborhood Roads Program is anticipated to include two contracts, one for concrete roadways and one for asphalt roadways, as has been done in previous years. The Neighborhood Roads Program includes both reconstruction of roadways, including the aggregate base, and potentially rehabilitation work (typically milling and overlay of asphalt roadways). Each roadway is inspected to determine the appropriate repair work.

The following tasks will be completed for the projects:

Initial Meeting and Scope Verification

The intent of this task is to meet with the City and verify the limits and scope of work for the project. The city will provide a list of roads that are under consideration for work. AECOM will then perform analysis of each of the roads, their given condition, proposed scope of fix, and a rough estimate of cost. This will help to maximize the amount of work to be completed within the available budget. AECOM will also establish a list of roads and locations for G2 to collect pavement cores and soil borings.

Survey and Base Plans

The intent of this task is to provide topographic survey and base mapping as needed for the proposed design work. We anticipate that a full topographic survey will be required for areas planned for complete reconstruction. For areas where rehabilitation is planned (mill and overlay or pavement repair), base drawings will be created using a combination of survey data, aerial photos, and a detailed field review of the site.

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

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Ms. Rebecca Runkel
September, 2023
Page 2

Final Plans and Proposal

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Construction

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

Schedule

AECOM will have assessed all streets, selected streets based on condition and limits, prepared estimates, and prepared base plans by January of 2024 in preparation for a public meeting. AECOM will proceed with the remainder of the design steps and prepare to release the plans for bid in February of 2024 for a March 2024 bid opening.

Estimated Fees:

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

We understand that the out-the-door cost for the 2024 Neighborhood Roads Program is \$4,575,000. The scope of work will be tailored to meet the proposed budget.

2025 Neighborhood Roads Program Design Fee: $\$3,587,500.00$ (Construction Cost) $\times 5.5\% = \$197,312.50$

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

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

Sincerely,

AECOM Great Lakes, Inc.

A handwritten signature in blue ink, appearing to read "Sean Kelsch".

Sean Kelsch, PE
Vice-President



CITY OF NOVI CITY COUNCIL
SEPTEMBER 25, 2023

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

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 268,220
AMOUNT BUDGETED	\$ 902,460
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	211-445.00-975.158

BACKGROUND INFORMATION:

The 2014 Stormwater Master Plan Update identified four priority sites of concern in the Walled Lake Branch of the Middle Rouge River between 10 Mile Road and Novi Road. Priority sites were selected based on a Bank Erosion Hazard Index (BEHI), proximity to infrastructure or private property, and length. This section of the Middle Rouge River is of particular concern because it runs parallel to and crosses under a railroad track. Also included in the design scope is a portion of the Middle Rouge River north of Chattman Road. Initially, this area was partially designed with the Meadowbrook Lake dredging project but was removed from that project scope due to permitting delays with the state. The stabilization measures aim to reduce sediment loading and transport upstream of Meadowbrook Lake, correct bank erosion and channel incision, and improve water quality in the watershed.

The City's engineering consultant, OHM Advisors, performed an environmental assessment of the project area last year to satisfy the state's permitting requirements and provide additional data. The attached engineering design services proposal expands on the data already collected during the assessment and provides more details on the scope of services. The fee for design of both locations will be \$268,200, which is based on the engineering fee table.

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

Middle Rouge River Streambank Stabilization and Restoration North of Chattman Rd and North of 10 Mile Rd Location Map



Map Author: Rebecca Runkel
Date: 9/13/22
Project: Middle Rouge, Chattman to Novi
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

-  Project Area
-  Railroad
-  Stream or Drain



City of Novi

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

Feet
0 175 350 700 1,050
1 inch = 868 feet





September 7, 2023

Ms. Rebecca Runkel
Project Engineer
City of Novi, Department of Public Works
26300 Lee BeGole Drive
Novi, MI 48375

RE: Scope of Design Services
Middle Rouge Streambank Stabilization – North of Chattman Drive and North of 10 Mile Road

Ms. Runkel,

We are submitting this scope of services as a follow up to our prior discussions and the City of Novi's (city) desire to prepare design documents for construction of the Middle Rouge stream restoration north of Chattman Drive and north of 10 Mile Road. The following outlines our Project Understanding, Scope of Work, Schedule, and Fee for the design and construction phase of this project.

PROJECT UNDERSTANDING

We understand this project to resume engineering and design of stream restoration measures north of Chattman Drive. Engineering and design is resuming following the onsite meeting held on May 4, 2023 with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) regarding Joint Permit Application (JPA) permitting and the use of channel spanning woody structures (CSWS). We also understand this project to include the engineering and design of streambank stabilization measures north of 10 Mile Road for approximately 5,000 feet of the Middle Rouge River between 10 Mile Road and Novi Road.

The stabilization priorities within the Middle Rouge River are:

- Reduced sediment loading and transport resulting from bank erosion, bank failure, channel incision, and upstream sediment loading.
- Demonstration of a functional lift within the Michigan Stream Quantification Tool (MISQIT) framework and compliance with Natural Channel Design parameters.

SCOPE OF SERVICES

The scope of work for this project will be consistent with our Agreement for Civil Engineering Consulting Services between the city and OHM Advisors. This includes items related to the design and permitting phases of work for the project areas north of Chattman Drive and north of 10 Mile Road. The following outlines our work plan to accomplish the scope of services for this project related to streambank stabilization noted above:

Task 1 – Data Gathering (Site Inventory, Assessment, and Stream Survey)

Task 1 has been completed north of Chattman Drive. However, if EGLE allows the use of CSWS at this project location, CSWS will need to be installed further upstream than the previously identified project area north of Chattman Drive for stream rerouting. Specific work efforts for the additional project area north of Chattman Drive would include:

1. Contact utility companies to confirm that conflicts do not exist.
2. Perform a field inventory of the site, collecting any additional data related to current channel conditions (degree of incision, bankfull depth, bank slope, percent of vegetative cover, existence of obstructions, man-made features, access potential, hydraulic controls, riffle/pool locations, substrate, etc.) not identified



- during the feasibility analysis study, and confirm initial recommended treatment.
3. Obtain topographic survey information required for the additional upstream area north of Chattman Drive. It is anticipated that topographic survey will be collected for the stream corridor along the entire length of the additional upstream area.
 4. Process topographic survey for development of base plans. The surveyed data will be collected and presented on 24" x 36" drawings, with appropriate scales, using AutoCAD software. Survey plans will include plan (1"=40'), profile (1"=5' vertical) and cross sections (1"-10' vertical).
 5. Tree survey work in the additional proposed restoration project limits to supplement topographical survey data.

For the project area north of 10 Mile Road, we will build upon the previous site inventory and conceptual design presented in the feasibility study. OHM Advisors will walk the river again to carefully identify and document problem areas, indicators of underlying process dysfunction, and intervention opportunities (to include photographs and GPS coordinates, as needed). This effort will supplement the site parameterization work completed as part of the feasibility study analysis. Specific work efforts include:

1. Attend an initial kick-off meeting with city staff to discuss the project scope and schedule.
2. Attend one onsite follow up meeting with EGLE regarding use of CSWS.
3. Contact utility companies to confirm that conflicts do not exist.
4. Perform a field inventory of the proposed restoration site, collecting any additional data related to current channel conditions (degree of incision, bankfull depth, bank slope, percent of vegetative cover, existence of obstructions, man-made features, access potential, hydraulic controls, riffle/pool locations, substrate, etc.) not identified during the feasibility analysis study, and confirm initial recommended treatment.
5. Obtain topographic survey information required for the project area north of 10 Mile Road. It is anticipated that topographic survey will be collected for the stream corridor along the entire length of the proposed project.
6. Process topographic survey for development of base plans. The surveyed data will be collected and presented on 24" x 36" drawings, with appropriate scales, using AutoCAD software. Survey plans will include plan (1"=40'), profile (1"=5' vertical) and cross sections (1"-10' vertical).
7. Create an access plan depicting area that can be used by the Construction Contractor (Contractor) for access to the site and for storing of construction materials and equipment.
8. Tree survey work within the proposed restoration project limits to supplement topographical survey data.

Deliverables:

- Minutes of kickoff meeting and EGLE meeting, available upon request
- Site inventory portion of Design Basis (to be submitted as part of Task 3)
- Base plan drawings

Task 2 – Hydrology and Hydraulics

Task 2 has been completed for the project area north of Chattman Drive.

For the project area north of 10 Mile Road, OHM Advisors will update the existing and proposed conditions HEC-RAS models by integrating the Federal Emergency Management Agency (FEMA) model and as-built information. The revised hydraulic model along with physical stream measurements, will be used to confirm the geometry and planform of an appropriate channel and floodplain, and stabilization measures developed during the concept design phase. Specific work efforts are as follows:

1. Integrate Effective FEMA Flood Insurance Study (FIS) hydraulic model of the project area from the FEMA Engineering Library with existing and proposed conditions models. It is our understanding that the project area falls within an FIS floodplain, and therefore the degree and extents of any



- increases to flood stage during design storm events up to and including the 100-year storm must be identified and addressed in the hydraulics report.
2. Use HEC-RAS to calculate channel flow velocities, channel shear stresses and stage-flow hydrograph response to proposed stabilization interventions.
 3. Prepare an updated backwater analysis using HEC-RAS for the existing and proposed conditions to obtain final open channel hydraulic parameters. The revised data will be tabulated in an open channel summary that identifies, in locations of significance, the channel cross section location, cross section area, and channel grade along with hydraulic parameters at each cross section.
 4. Perform bankfull dimensionless shear stress computations in HEC-RAS and check with hand computations using core sample and cross section data. These computations will aid in determination of the stable channel/bank condition. It should be noted that to maintain stability, a stream must be able to transport the largest size of sediment and have the capacity to transport the load on an annual basis. These computations will be performed as per methods outlined in the NRCS NEH Part 64 Stream Stabilization Guide.
 5. Perform scour computations to determine bury depth of proposed toe/in-stream stabilization measures.
 6. Prepare the hydraulic portion of the design basis outlining hydraulic findings.

If EGLE allows the use of CSWS north of Chattman Drive, the hydrology and hydraulics will be updated under this task.

Deliverable:

- Hydraulic portion of Design Basis (to be submitted as part of Task 3)

Task 3 – Design Basis Report

Under this task, OHM Advisors will compile data from the previous tasks and develop conceptual alternatives and preliminary cost estimates into a design basis report for the project limits north of Chattman Drive and north of 10 Mile Road. Specific work efforts include:

1. Prepare final conceptual sketches for stabilization measures at the site based on the updated proposed condition hydraulic results. Conceptual plan views will be developed with GIS aerial backgrounds to provide a preliminary indication of access area and associated impacts.
2. Quantify sedimentation prevention benefit (load). Bank Erosion Hazard Index ratings and Near Bank Stress ratings will be used to estimate streambank erosion load in tons per year for both the existing and proposed (stable) conditions. The difference between the existing and proposed condition sediment loads will be used to quantify the sediment prevention benefit. Potential for in-channel storage of sediment will also be quantified.
3. Input stream data into the MISQT.
4. Prepare design basis report and submit to the city for review.
5. Assist with one (1) public meeting.
6. Meet with the city and modify the design basis report in response to stakeholder feedback from the public meeting and city comments. This report will be used for the EGLE JPA submittal.
7. Upon finalization of the design basis report, initiate detailed design.

Deliverables:

- Design basis report
- Public meeting presentation materials

Task 4 – Construction Plan and Specification Development and Permitting

Under this task, OHM Advisors will prepare the EGLE JPA and construction plans and contract documents for the project limits north of Chattman Drive and north of 10 Mile Road. Construction plans and contract documents for both project areas will be combined into one set of bid documents. Specific work efforts include:



1. Prepare full size 50-percent design plans including an access plan, existing conditions plan, tree clearing limits, site stabilization plan, and a soil erosion and sedimentation control (SESC) plan.
2. Compute volumes of cut and fill for EGLE permitting purposes.
3. Provide the city with the anticipated construction impacts to local properties for right-of-way (ROW) and easement acquisition. It is assumed that OHM Advisors will prepare easement documents and the city will acquire any temporary or permanent easements needed for construction.
4. Prepare preliminary schedule for proposed work including construction start, substantial completion, and final completion dates.
5. Review the geotechnical investigation by others. Incorporate the recommendations in the report into the plans and specifications as confirmed by the city.
6. Based on agreed upon conceptual treatment measures, submit 50% plans and specifications including construction quantities, technical specifications, and opinion of construction cost.
7. Prepare SESC plan sheets for soil erosion review by the city.
8. Complete and submit an Inland Lakes and Streams and Floodplain permit application to EGLE. It should be noted that the city will be responsible for EGLE permit fees.
9. Prepare an EGLE JPA for NREPA Part 301 (Inland Lakes and Streams) and Part 31 (Floodplain Regulatory Authority) impacts and submit to EGLE to obtain a permit to construct the project.
10. Submit 50% design plans for review by the city and EGLE.
11. Incorporate stakeholder input on 50% plans and prepare 100% plans for bidding. This will include development of a final engineering cost estimate.
12. Prepare final technical specifications and method of payment entailing materials, equipment, and labor necessary to perform the work.

Deliverables:

- 50% and 100% construction plans and specifications
- SESC permit application including SESC plan sheet
- Engineer's opinion of probable cost (at 50% and 100% design)

Task 5 – Bidding and Award

OHM Advisors will assist the city in bidding and award efforts for the project limits north of Chattman Drive and north of 10 Mile Road. Specific work efforts include:

1. Attend one meeting with the city to review the draft bid plans and specifications and address requested revisions.
2. Prepare final bid set documents for the project.
3. Assist the city with advertising and soliciting bids, printing and distributing bidding documents to interested bidders, tabulate and review the bids, check contractor references and provide a recommendation of award of the project construction to a qualified contractor.
4. Check references for the three lowest bidding contractors.

Deliverables:

- Minutes from bid plan review meeting
- Bid tabulation and recommendation of award

Schedule

Based on past communication with the city, the following is the anticipated schedule for this project and is based upon authorization to proceed given by September 11, 2023:

- Design Basis Report – December 2023
- 50% plans – March 2024
- 100% plans – July 2024
- Prepare Bid Recommendation for Council Award – August 2024



- North of Chattman Drive and North of 10 Mile Road Construction Start – August 2024

CLARIFICATIONS

The following services are not anticipated to be required for this project and/or have not been included in our scope and fee:

1. Permit or application fees – to be paid by the city or as an additional reimbursable expense to OHM Advisors.
2. Coordination or design for private utility relocations or repairs.
3. ROW and/or easement acquisitions – to be acquired by the city.
4. Remediation or removal of contaminated or hazardous soils or materials.
5. Existing culvert assessment and sizing or pavement evaluation.
6. Sediment transport analysis is not included.

In the event any of these or other design related services are required by OHM Advisors, an addendum to the supplemental engineering agreement will be submitted for your approval prior to performing said services.

EEE

A design fee of \$15,112 was previously authorized for north of Chattman Drive. An additional design fee is needed due to a scope change. The additional design fee proposed for north of Chattman Drive is 7.75% of the anticipated construction cost less the design fee previously authorized, or \$23,196. Due to the complexity and iterative nature of riparian stabilization parameterization, permitting and design, the proposed engineering design fee for north of 10 Mile Road is 7.75% of the anticipated construction cost, or \$245,024. Total construction cost for the project areas north of Chattman Drive and north of 10 Mile Road is \$3,655,900 (see Table 1).

Table 1. Design Fees

Segment	Design Fee & Construction Cost (% of construction)		Design Fee
Streambank Restoration North of Chattman Drive	7.75%	\$494,300	\$38,308 - \$15,112 = \$23,196
Streambank Stabilization North of 10 Mile Road	7.75%	\$3,161,600	\$245,024
Total		\$3,655,900	\$268,220

Thank you for the opportunity to be of service. If you have any questions or require additional information, please contact me at (734) 466-4567. We look forward to working with you on this project.

Sincerely,
OHM Advisors

Valerie Novaes, P.E.
Principal & Sr. Project Manager

Authorization to Proceed

Signature

Date

Printed Name

Title

Encl: Cost Estimate

cc: Ben Croy, P.E., City Engineer
Tim Juidici, P.E., OHM Advisors
Steven Siklich, P.E., OHM Advisors

CITY OF NOVI
Middle Rouge Streambank Stabilization - North of Chattman Drive
Probable Opinion of Cost
9/7/2023
Streambank Stabilization

Item No.	Item Description	Unit	Quantity	Unit Price (\$)	Item Cost (\$)
Streambank Stabilization North of Chattman Drive					
1	Mobilization, Max 5%	Lsum	1	\$ 23,600.00	\$ 23,600.00
2	Audio-Video Route Survey	Lsum	1	\$ 2,000.00	\$ 2,000.00
3	Traffic Maintenance and Control	Lsum	1	\$ 2,000.00	\$ 2,000.00
4	Earth, Excavation, Handling and Placement	Cyd	13831	\$ 10.00	\$ 138,310.00
5	Erosion Control	Lsum	1.00	\$ 29,000.00	\$ 29,000.00
7	Detail A, Streambank Stabilization	Ft	1928	\$ 70.00	\$ 134,960.00
8	Detail B, Streambank Stabilization	Syd	2777	\$ 15.00	\$ 41,655.00
9	Detail C, Streambank Stabilization	Syd	4737	\$ 20.00	\$ 94,740.00
10	Partial Tree, Furn and Install	Ea	39	\$ 600.00	\$ 23,400.00
11	Channel Pool	Ea	11	\$ 420.00	\$ 4,620.00
	Construction Subtotal				\$ 494,300.00
	Contingency (5%)				\$ 24,715.00
	Construction Total				\$ 520,000.00
	Design Engineering Revised Scope	% Fee	7.75		\$38,308.25
	Design Engineering Previously Authorized				\$15,112.00
	Design Engineering				\$23,196.25
	Geotechnical Investigation and Testing	Lsum	1	\$ 20,000.00	\$20,000.00
	Inspection (Crew Days)	CD	120	\$800.00	\$96,000.00
	Contract Administration	% Fee	6.75		\$33,365.25
	Materials Testing	Lsum	1	\$ 20,000.00	\$20,000.00
	Permitting Allowance	Lsum	1	\$ 2,500.00	\$2,500.00
	Total Estimated Cost				\$731,000.00

Estimate Assumptions:

Detail A - coir fiber toe protection

Detail B - bankfull shelf creation

Detail C - bank stabilization

CITY OF NOVI
Middle Rouge Streambank Stabilization - North of 10 Mile Road
Probable Opinion of Cost
9/1/2023
Streambank Stabilization

Item No.	Item Description	Unit	Quantity	Unit Price (\$)	Item Cost (\$)
Streambank Stabilization North of 10 Mile Road					
1	Mobilization, Max 5%	Lsum	1	\$ 150,600.00	\$ 150,600.00
2	Audio-Video Route Survey	Lsum	1	\$ 5,000.00	\$ 5,000.00
3	Traffic Maintenance and Control	Lsum	1	\$ 10,000.00	\$ 10,000.00
4	Soil Erosion and Sedimentation Control	Lsum	1	\$ 10,000.00	\$ 10,000.00
5	Clearing	Acre	2.00	\$ 20,000.00	\$ 40,000.00
7	Soil Lifts with Live Stakes, 2 Ft Bank Height	Ft	5000	\$ 160.00	\$ 800,000.00
8	Whole Tree	Ea	120	\$ 1,300.00	\$ 156,000.00
9	Log Sill	Ea	25	\$ 1,200.00	\$ 30,000.00
10	Bankfull Shelf Construction	Cyd	5800	\$ 325.00	\$ 1,885,000.00
11	Restoration	Lsum	1	\$ 75,000.00	\$ 75,000.00
	Construction Subtotal				\$ 3,161,600.00
	Contingency (15%)				\$ 474,240.00
	Construction Total				\$ 3,636,000.00
	Design Engineering	% Fee	7.75		\$245,024.00
	Geotechnical Investigation and Testing	Lsum	1	\$ 50,000.00	\$50,000.00
	Inspection (Crew Days)	CD	80	\$800.00	\$64,000.00
	Contract Administration	% Fee	4.5		\$142,272.00
	Materials Testing	Lsum	1	\$ 20,000.00	\$20,000.00
	Easement Acquisition	Lsum	1	\$ 4,000.00	\$4,000.00
	Permitting Allowance	Lsum	1	\$ 2,500.00	\$2,500.00
	Total Estimated Cost				\$4,164,000.00

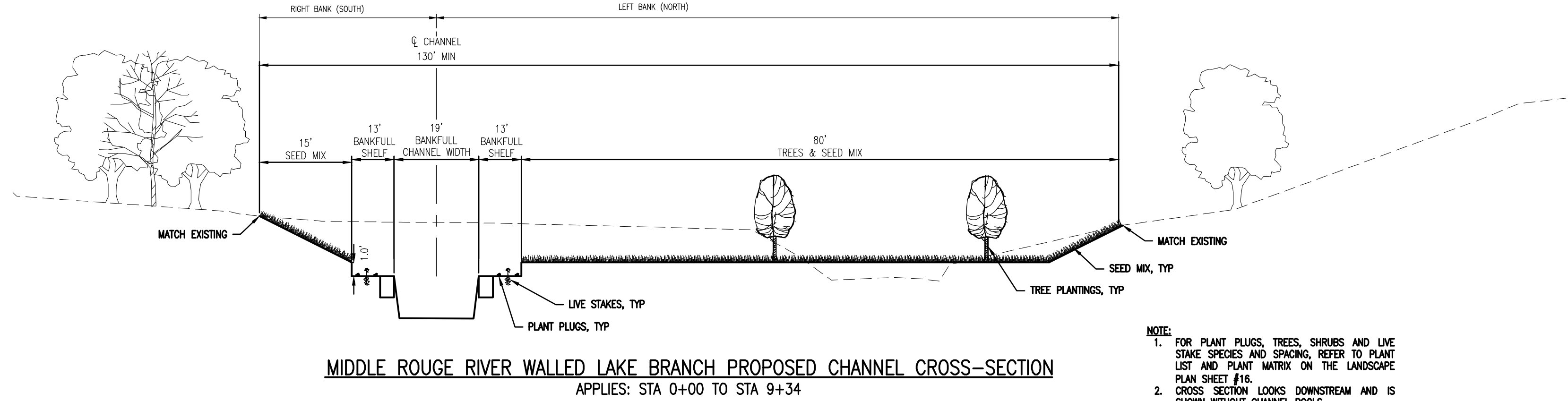
Estimate Assumptions:

2H:1V slope, 12" soil lift height, 2' soil lift width, 8" agg base depth, 18" o.c. live stake spacing, 24" o.c. hardwood stake spacing

24 log jam locations, 5 ea trees at each location

3' mean depth of excavation, 1300' length, 40' shelf width

DRAWING PATH: P:\0126_01650\63210010_Middle Rouge_Streambank\Drawings\Civil\Misc\210010_SCTYP.dwg Aug 25, 2022 - 12:35pm





ARCHITECTS ENGINEERS PLANNERS

34000 Plymouth Road
Livonia, MI 48150
P (734) 522-6711 | F (734) 522-6427

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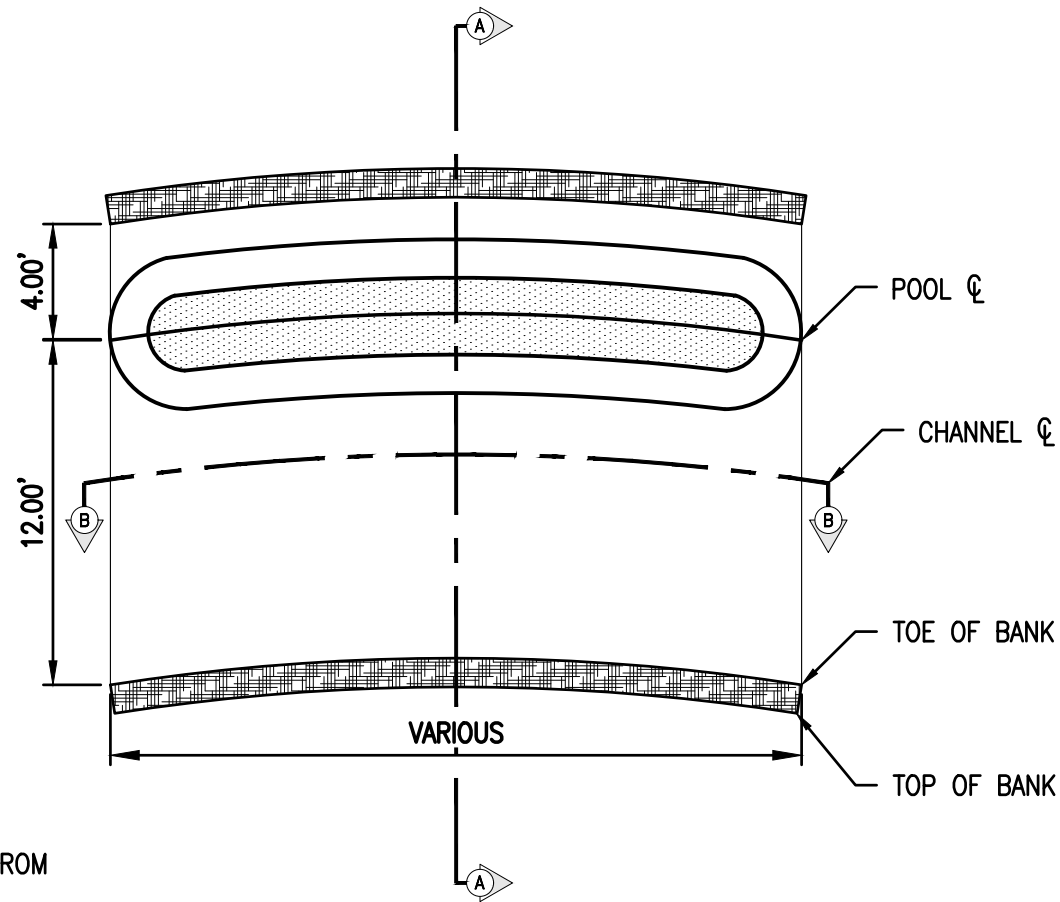
REVISIONS:	

DATE	PROJ NUMBER	ENG	PROJ MGR	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
###	016521-0010	AKS	VAN	PR	OAKLAND	NOVI	H: 1"=40' V: 1"=40'	NADES	NADES
CITY OF NOVI									
MIDDLE ROUGE STREAMBANK RESTORATION - PHASE 1 AND PHASE 2									
LANDSCAPE TYPICALS									

DRAWING PATH: P:\0126\016501632\01010_Middle Rouge Streambank\Drawings\Civil\Details\210101DET.dwg Aug 25, 2022 - 12:28pm

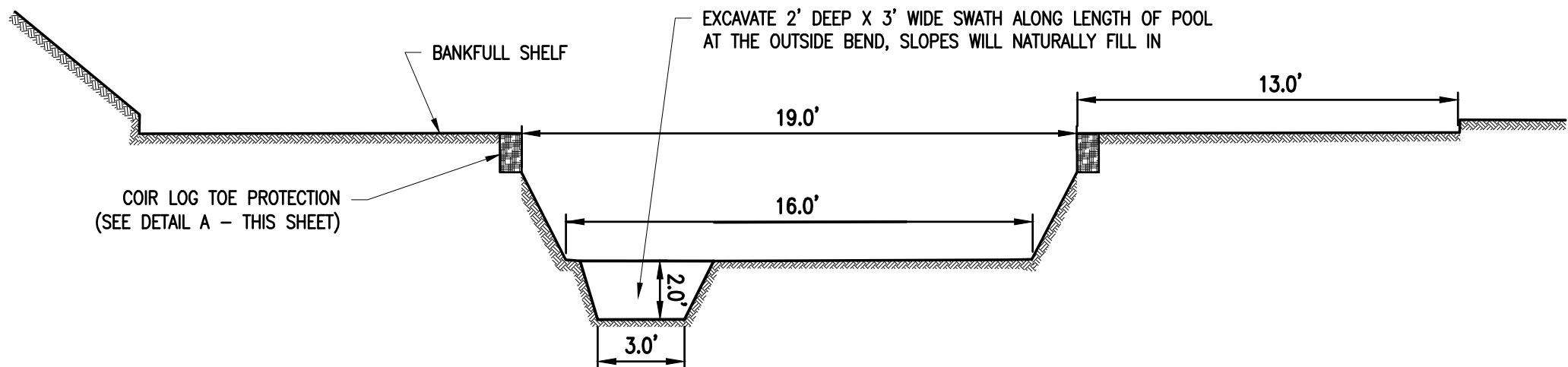
Start Station	Length (ft)
1+25	44
1+91	40
2+56	21
3+31	23
3+88	33
4+50	27
5+23	37
6+71	26
7+40	23
7+74	21
8+90	23

- NOTE:
1. STATIONING AS MEASURED FROM THE CENTERLINE OF POOL.
 2. ALL WORK DEPICTED IN THIS DETAIL AND REFERENCED CROSS SECTIONS IS INCLUDED IN THE COST OF "CHANNEL POOL"

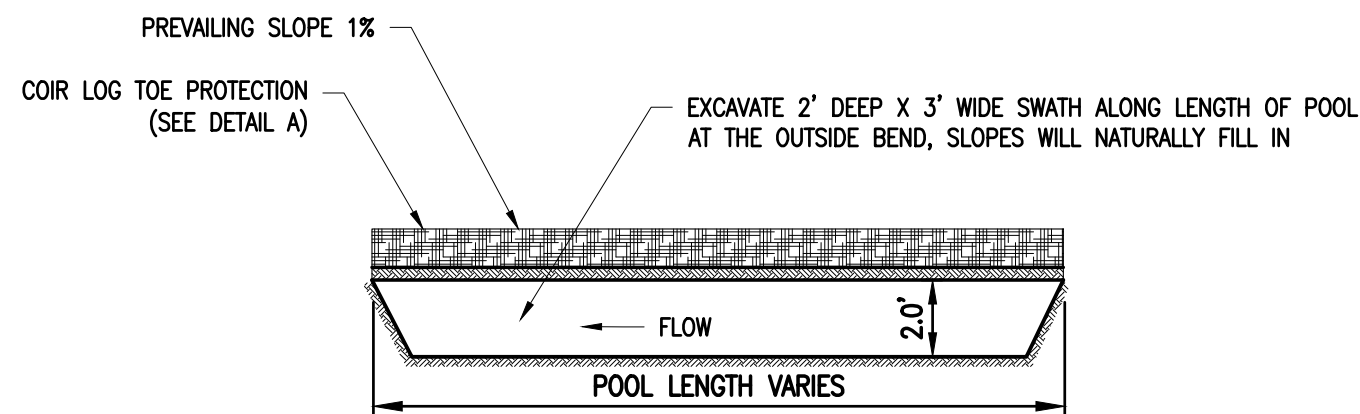


CHANNEL POOL DETAIL

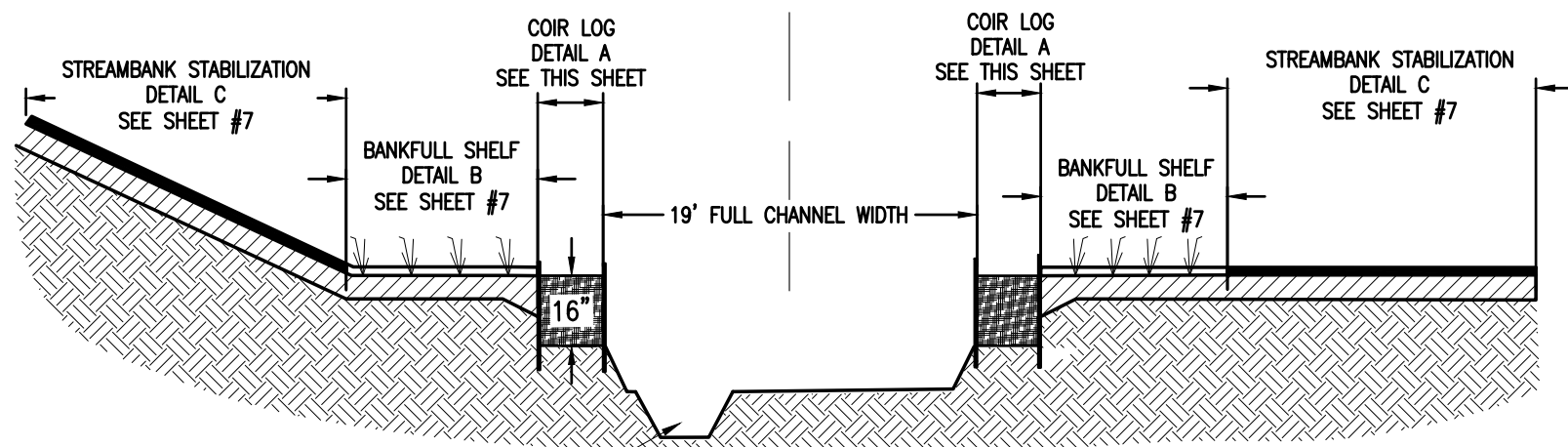
NOT TO SCALE



SECTION A-A



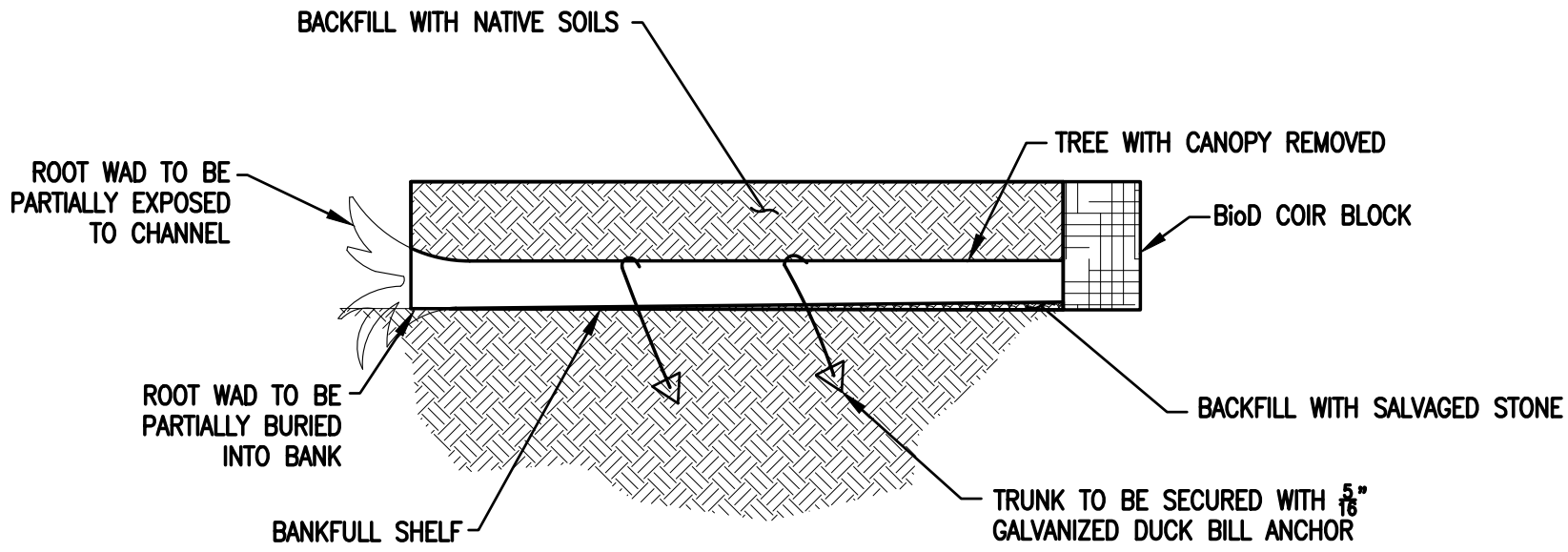
SECTION B-B



PILOT CHANNEL

NOT TO SCALE

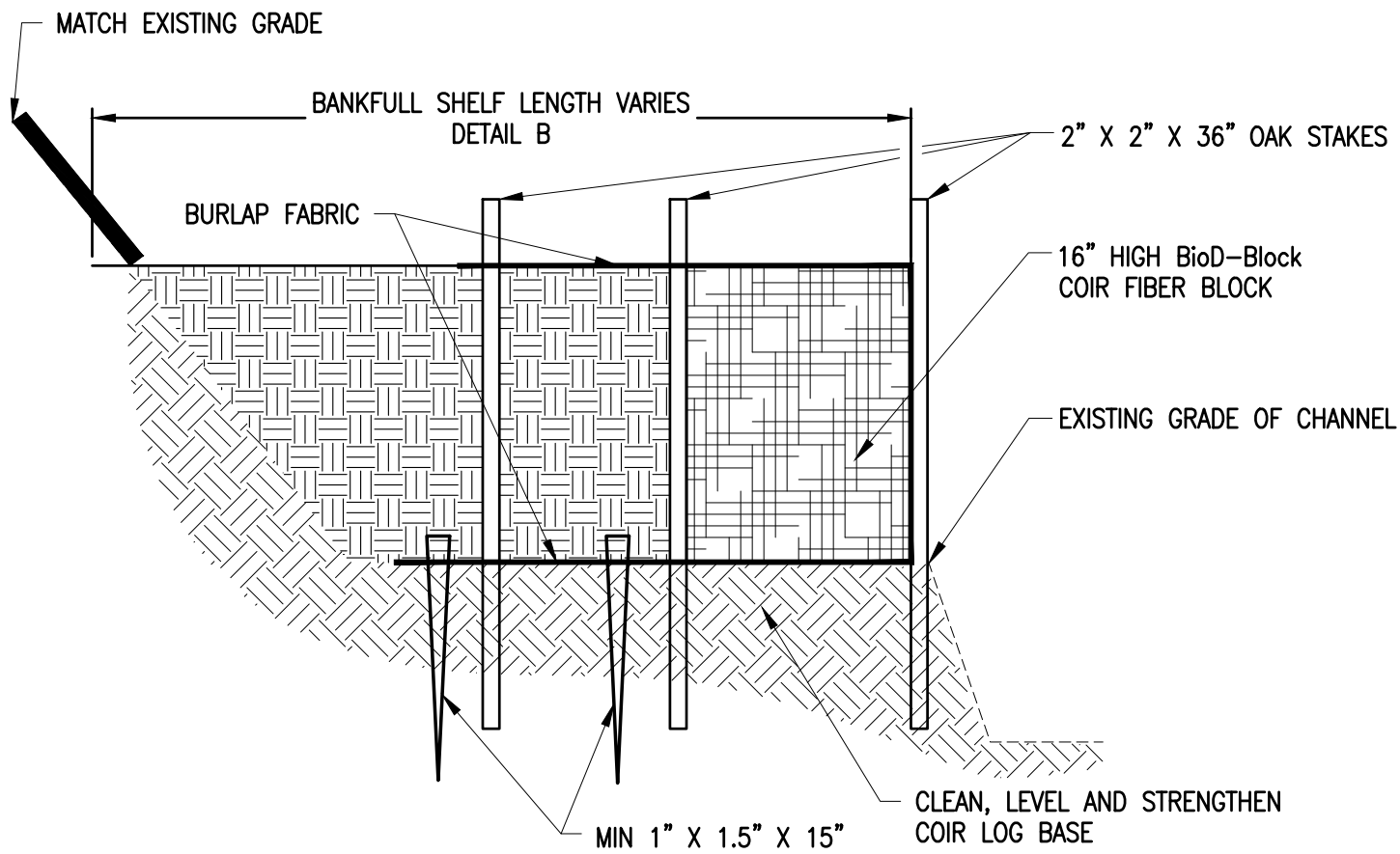
NOTE: CROSS SECTION LOOKS DOWNSTREAM.



PARTIAL TREE INSTALLATION HORIZONTAL PLACEMENT

NTS

- NOTE:
1. LOCATIONS OF PARTIAL TREE INSTALLATION SHALL BE DETERMINED BY THE ENGINEER. THE TREES SHALL BE SALVAGED FROM THE PROJECT SITE AS IDENTIFIED (SEE SHEET #4).
 2. ALL WORK DEPICTED IN THIS DETAIL TO BE PAID FOR AS LINE ITEM 'PARTIAL TREE'.



DETAIL A - COIR FIBER TOE PROTECTION

NOT TO SCALE

- NOTE:
1. INSTALL COIR LOG DURING PERIODS OF DRY CHANNEL CONDITIONS OR ISOLATE INSTALL AREA.
 2. SECURE LOG WITH WOODEN OR LIVE STAKES WOVEN THROUGH COIR LOG MESH AND DRIVEN INTO EARTH. STAKE LOG INTO PLACE.
 3. COMPACT SOIL AROUND LOGS. SECURE THE UPSTREAM AND DOWNSTREAM ENDS BY POSITIONING COIR LOGS SO THEY TRANSITION SMOOTHLY TO STABILIZED BANK.

REVISIONS:

DATE

PROJ NUMBER

ENG

ANS

PROJ MGR

VIN

CADD

PR

COUNTY

OAKLAND

CITY/VILLAGE/TOWNSHIP

NOVI

H

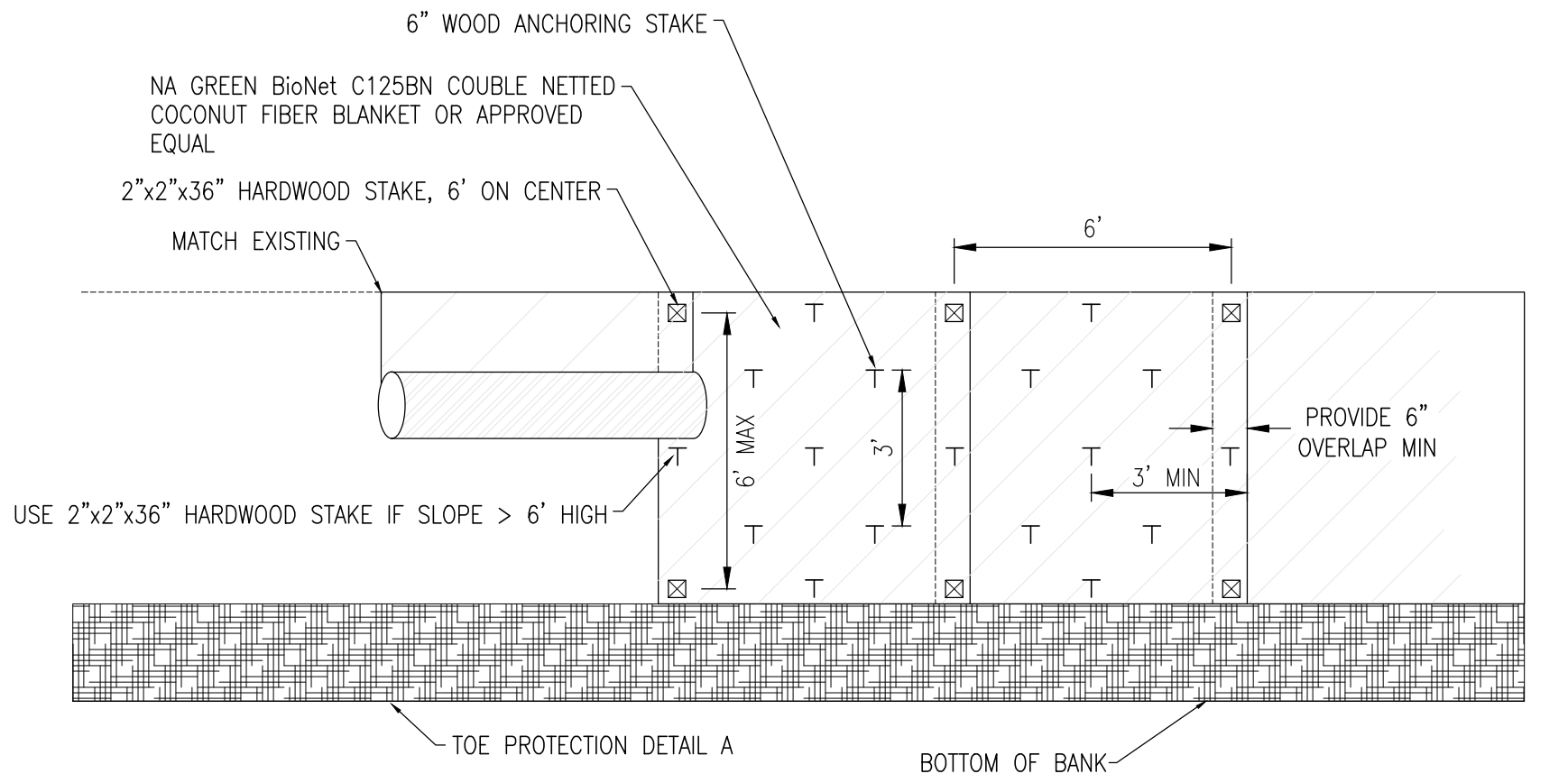
SCALE

V

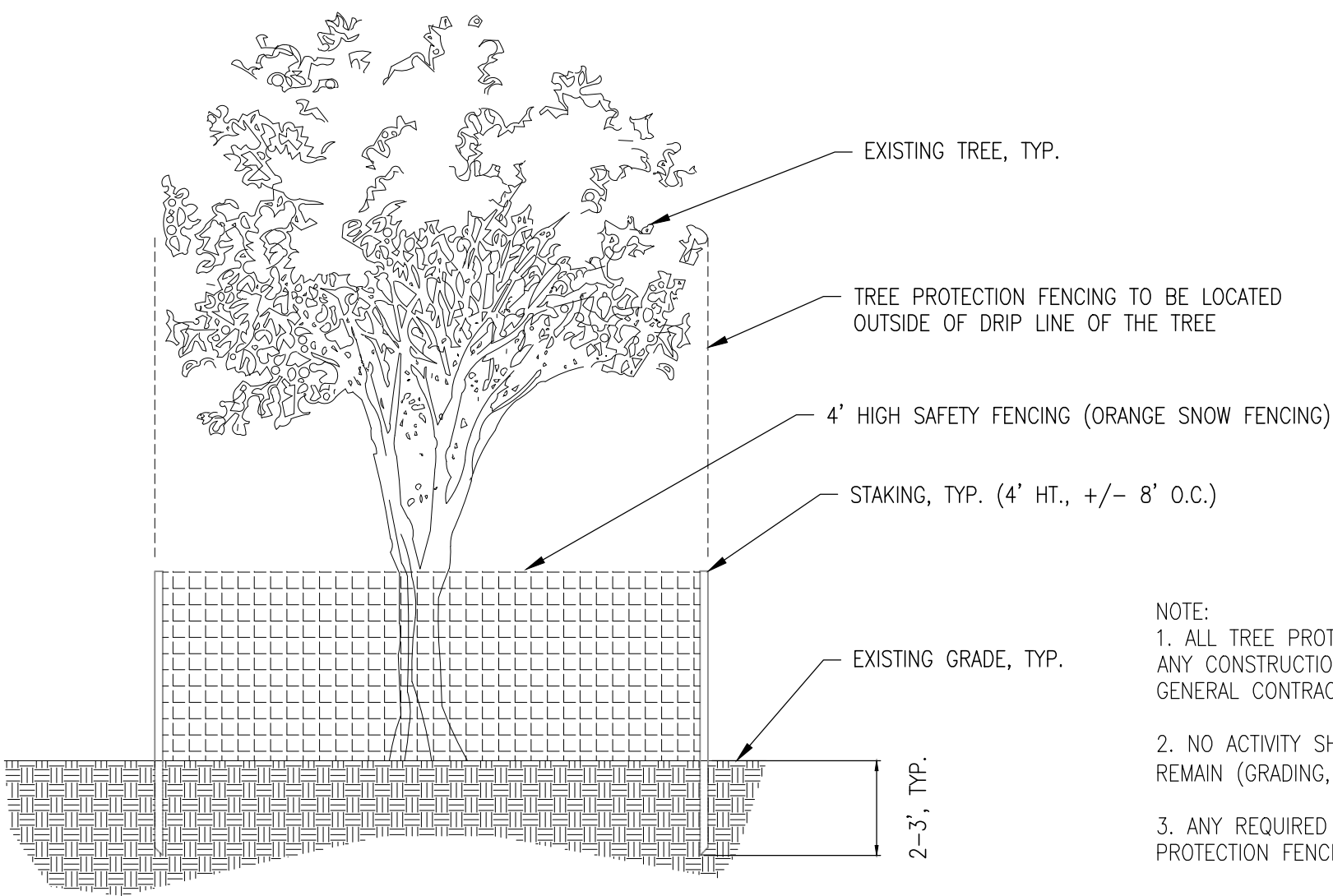
HORIZ DATUM

VERT DATUM

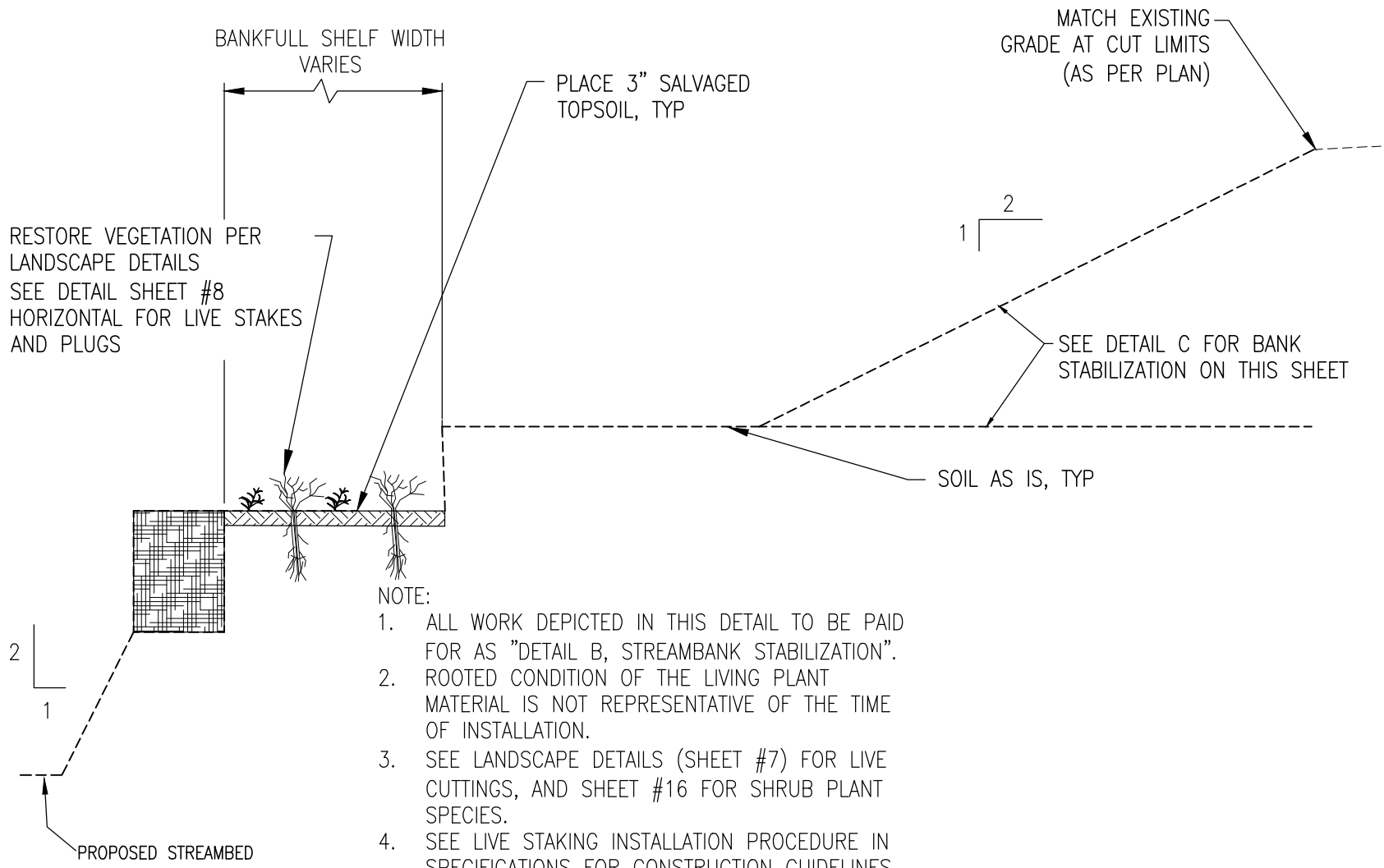
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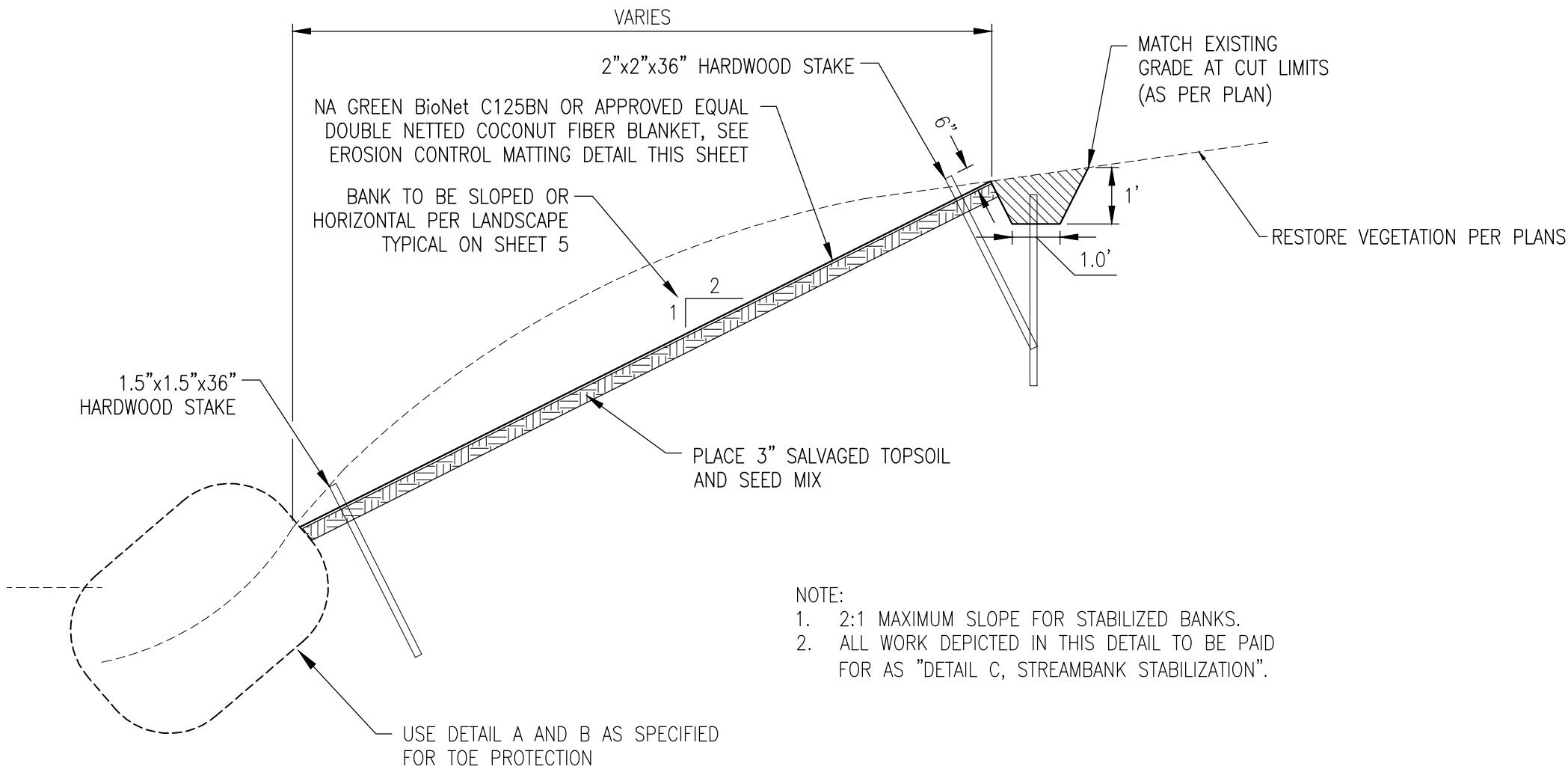
EROSION CONTROL MATTING
NOT TO SCALE



TREE PROTECTION FENCING ELEVATION DETAIL
NOT TO SCALE



DETAIL B - BANKFULL SHELF DETAIL
NOT TO SCALE



DETAIL C - BANK STABILIZATION DETAIL
NOT TO SCALE

REVISIONS

VERT DATUM

SCALE

HORIZ DATUM

CITY/VILAGE/TOWNSHIP

COUNTY

CADD

PROJUGR

ENG

PROJ NUMBER

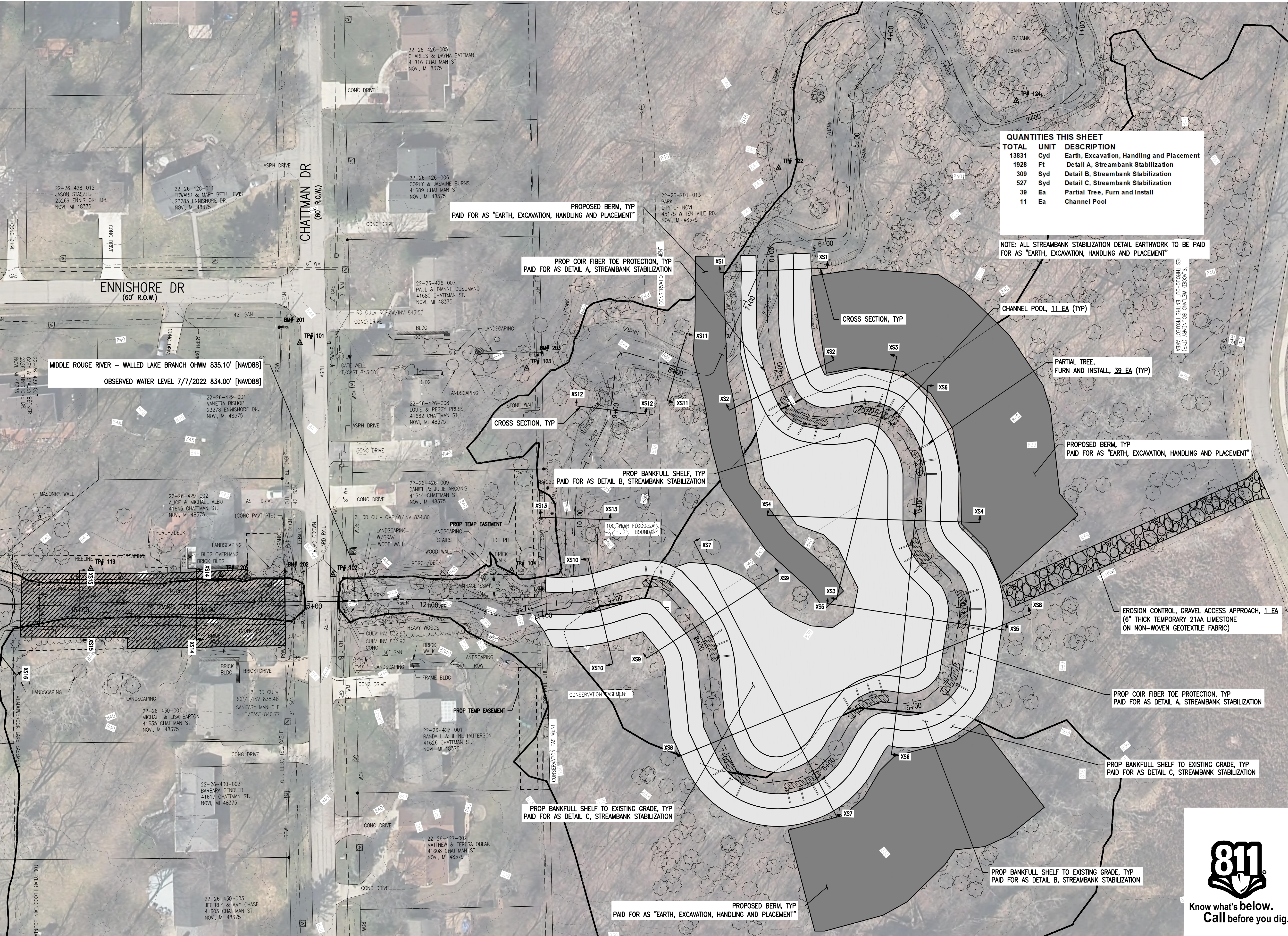
DATE

SHEET

CITY OF NOVI
MIDDLE ROUGE STREAMBANK RESTORATION - PHASE 1 AND PHASE 2
STREAM RESTORATION DETAILS

DRAWING PATH: P:\0126\016501632\01010_Middle_Rouge_Streambank\Drawings\Civil\Plans_Cons\210010CON.dwg Aug 31, 2023 - 11:45am

JOB BENCHMARK #200 SET GEAR ON N SIDE POWER POLE W/TRANSFORMER BETWEEN HSE #23260 & #23242 ELEV 845.08
JOB BENCHMARK #201 SET GEAR SPIKE ON N FACE POWER POLE @ SE QUAD OF CHATTMAN & ENNISHORE ELEV 843.89
JOB BENCHMARK #202 SET GEAR SPIKE ON N FACE OF POWER POLE W/TRANSFORM, S SIDE CHATTMAN, E SIDE OF #41645 ELEV 842.31
JOB BENCHMARK #203 SET GEAR IN E FACE OF POWER POLE REAR OF #41662 CHATTMAN DR ELEV 843.97
JOB BENCHMARK #204 SET GEAR SPIKE IN S FACE OF POWER POLE REAR YARD OF 41644 CHATTMAN DR ELEV 838.22
TRAVERSE POINT #100 N 350622.77 E 13368303.83 ELEV 844.74
TRAVERSE POINT #101 N 350915.16 E 13368344.52 ELEV 843.38
TRAVERSE POINT #102 N 350950.39 E 13368542.56 ELEV 841.62
TRAVERSE POINT #103 N 351110.46 E 13368359.68 ELEV 841.96
TRAVERSE POINT #104 N 351103.57 E 13368533.38 ELEV 838.04
TRAVERSE POINT #105 N 350576.04 E 13368547.45 ELEV 836.50
TRAVERSE POINT #119 N 350742.63 E 13368544.59 ELEV 841.71
TRAVERSE POINT #120 N 350854.77 E 13368545.69 ELEV 842.13



QUANTITIES THIS SHEET		
TOTAL	UNIT	DESCRIPTION
13831	Cyd	Earth, Excavation, Handling and Placement
1928	Ft	Detail A, Streambank Stabilization
309	Syd	Detail B, Streambank Stabilization
527	Syd	Detail C, Streambank Stabilization
39	Ea	Partial Tree, Furn and Install
11	Ea	Channel Pool

NOTE: ALL STREAMBANK STABILIZATION DETAIL EARTHWORK TO BE PAID FOR AS "EARTH, EXCAVATION, HANDLING AND PLACEMENT"

EXCISED WITHIN BOUNDARY (TYP) ES PHOTOGRAPHIC ENTIRE PROJECT AREA



Know what's below.
Call before you dig.

ARCHITECTS ENGINEERS PLANNERS

34000 Plymouth Road
Livonia, MI 48150
P (734) 522-6711 | F (734) 522-6427

OHM-ADVISORS.COM

REVISIONS:

NO.	DATE	DESCRIPTION
1	08/31/2023	ISSUED FOR PERMIT

HORIZ DATUM: NAVD88

VERT DATUM: NAVD88

SCALE: 1"=40'

CITY/TOWNSHIP: NOVI

COUNTY: OAKLAND

CAD: PR

PROJ NO: 016501632-010

ENG: AAS

DATE: 8/31/23

SHEET: 1

CITY OF NOVI

MIDDLE ROUGE STREAM STABILIZATION AND MEADOWBROOK LAKE DREDGING

MEADOWBROOK LAKE CONSTRUCTION PLAN

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CITY OF NOVI CITY COUNCIL
SEPTEMBER 25, 2023

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

SUBMITTING DEPARTMENT: Department of Public Works – Engineering Division

EXPENDITURE REQUIRED	\$ 186,315.56
AMOUNT BUDGETED	\$ 1,746,788.00
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	592-536.00-976.124

BACKGROUND INFORMATION:

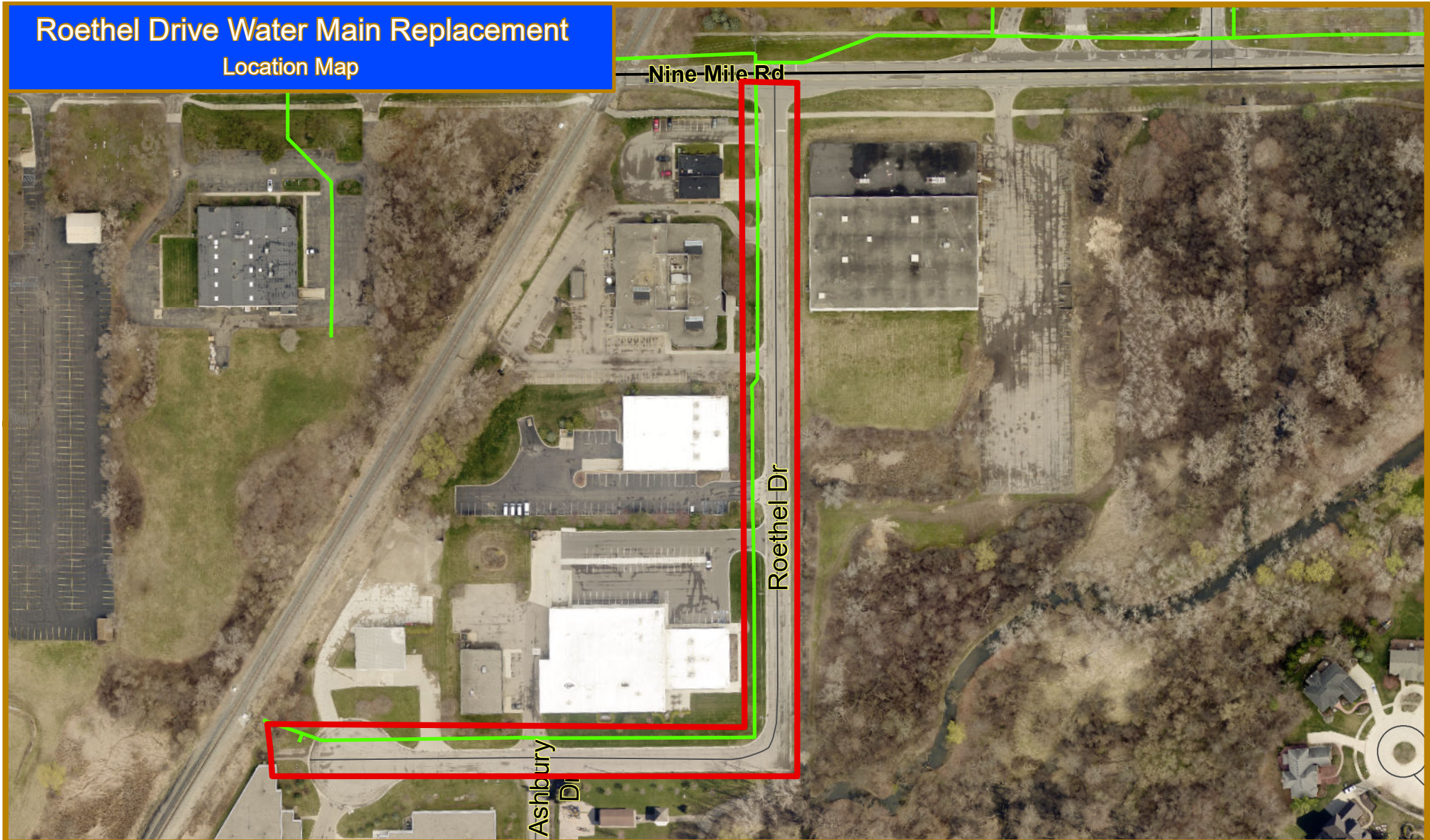
City Council recently approved a change order to the 2022 Water Main Replacement program for the replacement of ductile iron water main along Roethel Drive (July 31, 2023). The City's engineering consultant, Spalding DeDecker, brought to staff's attention that much of the curb along Roethel Drive has extensive cracking and patching. The water main replacement plans require the removal and replacement of pavement on Roethel Drive since the water main will be constructed under the pavement due to limited right-of-way space. Currently, the plans call for replacement of segments of curb where water service connections and utility crossings occur. However, given the poor condition of the remaining curb, it would be prudent to replace the damaged curb as part of the restoration work.

The contract administration and geotechnical engineering services related to this project addition will be added to the existing purchase orders using the fee percentages in the Agreements for Professional Engineering Services and Geotechnical Engineering Services for Public Projects. Construction for Roethel Drive water main replacement started on September 18, 2023.

Spalding DeDecker		
Contract Administration	5% of the Change Order value (\$186,315.56 x .05)	\$ 9,315.78
Crew Days	\$800 daily inspection fee x 10 days	\$ 8,000
G2 Consulting Group, Inc. (G2)		
Material testing services	1.9% of the Change Order value (\$186,315.56 X 0.019)	\$ 3,540

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

Roethel Drive Water Main Replacement Location Map



Map Author: Rebecca Runkel
Date: 9-13-23
Project: WM Replacement
Version #: 1.0

MAP INTERPRETATION NOTICE

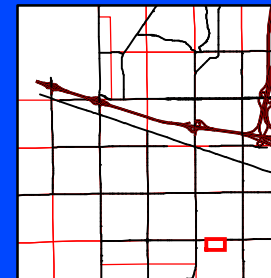
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate 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

Water Main
Online

12"

Project Area



City of Novi

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

0 55 110 220 330
Feet
1 inch = 197 feet



WORK CHANGE DIRECTIVE & CHANGE ORDER No. 7

PURCHASE ORDER NO.
97093

NOVI NO.: 22-1102
CIP NO.: N/A

Project:	2022 A/C WATER MAIN REPLACEMENT PROGRAM
-----------------	--

Owner:	City of Novi 26300 Lee BeGole Dr. Novi, Michigan 48375 (248) 735-5632
---------------	--

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

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

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

Drafted Date:	September 13, 2023
----------------------	---------------------------

Reasoning: Roethel Curb

EXISTING CONTRACT ITEMS

[illegible]

NEW CONTRACT ITEMS

[illegible]

Increase/Decrease in Contract Price	\$186,315.56
Original Contract Amount	\$6,532,828.15
Sum of Previous Approved Change Orders	-\$584,376.34
Revised Contract Amount	\$6,134,767.37

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

10

Accepted By: _____
Pamar Enterprises, Inc.

Pamar Enterprises, Inc

Prepared By: _____
Spalding DeDecker & Associates

Spalding DeDecker & Associates

Reviewed By: _____
Aaron J. Staup, Construction Engineer

Aaron J. Staup, Construction Engineer

Approved By: _____
Tracey Marzonie, Purchasing Manager

Tracey Marzonie, Purchasing Manager

**REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, SEPTEMBER 11, 2023 AT 7:00 P.M.**

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

PLEDGE OF ALLEGIANCE

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

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

APPROVAL OF AGENDA:

CM 23-09-112 Moved by Crawford, seconded by Fischer; CARRIED UNANIMOUSLY

To approve the Agenda as presented.

Roll call vote on CM 23-09-112	Yeas: Staudt, Casey, Crawford, Fischer, Smith, Thomas, Gatt Nays: None
---------------------------------------	---

PUBLIC HEARINGS: None

PRESENTATIONS: None

MANAGER/STAFF REPORT: None

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

Sevag Vartanian said he lives in Island Lake. He commented on a trend he has seen lately at some various high schools around the state where he and his wife go to watch a soccer game and they go to pay their admission fee and they are not accepting cash. He wanted to point out that this is unlawful and any entity that does not accept the US Dollar for payment is violating the law. He said if this is taking place in Novi, it needs to end, and you know permits not be given to those types of entities to conduct their business or sporting events or whatever this is. He thought this is a real problem trying to force everyone into or gently move everyone toward a cashless society. He did not know if it was going on here in Novi or not, but he wanted to make everyone aware that it is illegal not to accept the US dollar as payment for any debt public or private. It is written right on there.

CONSENT AGENDA REMOVALS AND APPROVALS:

Member Thomas removed Consent Agenda Item B for further discussion.

CM 23-09-113 Moved by Fischer, seconded by Casey; CARRIED UNANIMOUSLY

To approve the Consent Agenda as amended.

- A. Approve Minutes of:
August 28, 2023 - Regular Meeting
- B. Consideration of Recommendation from Council Rules Committee to amend Council Organization and Order of Business. **REMOVED/LATER APPROVED**
- C. Approval to purchase twelve (12) sets of protective turnout gear for the Novi Fire Department from Phoenix Safety Outfitters, an authorized dealer for LION, who holds the National Purchasing Partners (NPP) cooperative purchase agreement for \$42,446.64.
- D. Consideration of approval to purchase (2) 2023 BMW R 1250 RT-P Motorcycles for the Novi Police Department through BMW Motorcycles of SE Michigan as a sole source provider in the amount of \$61,119.20.
- E. Approval of a Resolution to Amend Community Development Department Review and Permitting Fees per attached schedule effective for permits invoiced 30 days from date of approval.
- F. Enter Executive Session immediately following the regular meeting of September 11, 2023, in the Council Annex for confidential written communication from legal counsel and settlement related to Novi v Malles, Labor Negotiations, and discussing the City Clerk's performance evaluation.
- G. Approval of claims and warrants – Warrant 1139

Roll call vote on CM 23-09-113

**Yeas: Casey, Crawford, Fischer, Smith, Thomas,
Gatt, Staudt
Nays: None**

MATTERS FOR COUNCIL ACTION:

1. **Consideration of approval of Change Order No. 6 to Springline Excavating LLC for construction of walking trails and play structure clearing and grading at Northwest Park in the amount of \$240,341.**

CM 23-09-114

Moved by Smith, seconded by Casey: CARRIE UNANIMOUSLY

Approval of Change Order No. 6 to Springline Excavating LLC for construction of walking trails and play structure clearing and grading at Northwest Park in the amount of \$240,341.

Roll call vote on CM 23-09-114

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

Nays: None

- 2. Consideration of approval of the final payment to D & D Water & Sewer, Inc. for the Hilton Sanitary Sewer Force Main Replacement project, in the amount of \$176,191.25, plus interest earned on retainage.**

CM 23-09-115 Moved by Crawford, seconded by Casey; CARRIED UNANIMOUSLY

Approval of the final payment to D & D Water & Sewer, Inc., for the Hilton Sanitary Sewer Force Main Replacement project, in the amount of \$176,191.25, plus interest earned on retainage.

Roll call vote on CM 23-09-115

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

Nays: None

- 3. Consideration of approval to award the construction contract to M-K Construction Co., Inc., the sole bidder, for the Middle Rouge Streambank Stabilization and Meadowbrook Lake Dredging project, in the amount of \$1,999,454.13.**

City Manager Cardenas explained this is a very important project because Meadowbrook Lake is part of one of the older subdivisions. He said the project is coming under budget and our Engineering staff and DPW team will be monitoring to make sure it gets done correctly. He said right now, all signs are pointing in a good direction, and we are looking forward to getting this done.

Member Fischer asked Mr. Cardenas if he had any information on why we only had one bidder. He wondered how many showed any interest. He asked for a little context there from your staff. Mr. Cardenas said DPW Director Herczeg was in the room, but he noted that we reached out to our normal contractors looking for some additional bidders, unfortunately, everyone else was already tied up. He said they made sure and vetted this bidder extensively, to check all the references checked with our engineers. He said all signs are pointing in the right direction, we are confident with what we are proposing to Council at this time. Member Fischer noted that between staff and the consulting firm, he assumed that we are comfortable with the cost, and it has not driven up because there is only one bidder.

CM 23-09-116 Moved by Fischer, seconded by Casey; CARRIED UNANIMOUSLY

Approval to award the construction contract to M-K Construction Co., Inc., the sole bidder, for the Middle Rouge Streambank Stabilization and Meadowbrook Lake Dredging project, in the amount of \$1,999,454.13.

Roll call vote on CM 23-09-116

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

Nays: None

- 4. Consideration of approval of the final payment to L. D'Agostini & Sons, Inc. for the West Oaks Lift Station Abandonment and I-96 Sanitary Sewer Crossing project, in the amount of \$148,396.62, plus interest earned on retainage.**

CM 23-09-117 Moved by Casey, seconded by Thomas; CARRIED UNANIMOUSLY

Approval of the final payment to L. D'Agostini & Sons, Inc., for the West Oaks Lift Station Abandonment and I-96 Sanitary Sewer Crossing project, in the amount of \$148,396.62, plus interest earned on retainage.

Roll call vote on CM 23-09-117

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

Nays: None

- 5. Consideration to approve Purchase Agreement for four vacant properties on Eleven Mile Road, adjacent to Lee BeGole Drive, approximately 14.70 acres total, Parcel I.D. Nos. 22-14-451-012 and -013, and 22-14-451-015 and -017, for \$3,500,000, and to amend the budget accordingly.**

City Manager Cardenas said this has been part of the Public Safety Building Needs Committee, we have identified some different parcels around the city for a potential new location for a Fire Station No. 1 and Public Safety Headquarters, this is a potential location for that facility. He stated it is right across from our DPW yard with respect to our fuel island being there, and our maintenance garage. He said we have talked about this in the past with the City Council and believe this is a good opportunity, and it also helps us connect Crescent Boulevard and Lee Begole Drive. He said this is something that kills two birds with one stone with respect to needs for building and for a movability for our roadways and that motorized abilities as well in that area of town.

Mayor Gatt said he was going to say he fully supported this endeavor. He said it is something that is sorely needed for our residents, for our business owner, for our visitors. He said the Novi Police Department, the building is antiquated, no longer fits the need of the community, it no longer fits the need of the Police Department. He stated the new building, if it ever comes to fruition, this location is a perfect spot for it, it is right across the street from other city facilities, it is easy to get to , it is also part of this building will be Fire Station No. 1 and it will have a clearer path to either Grand River or around the new ring road to Novi Road which will better serve our citizens, our residents. He said it is something that is not easy to find, as far as you do not get a location for a building such as this. He thought this was a perfect spot and a perfect piece of property in his opinion. He said he would fully support the purchase.

Mayor Pro Tem Staudt asked DPW Director Herczeg to step down to the podium for questions. He said several years ago, you came to the City Council, and you asked for the Crescent Boulevard extension to be built, and at that point, we were not able to do it. He asked if he could give us a little bit of an overview of what the value is, and why you proposed that then and why it is a good deal now. Mr. Herczeg explained the connection to the proximity of I-96 and Novi Road, through the Rin Road, the connection to the Ring Road versus the Town Center connection, which runs adjacent to the Walmart, development in the back three, provides a better mobility from the east side from Meadowbrook towards the west. He noted it also provides DPW an alternate route out of their facility, their facility currently dead ends at the end of Lee Begole Drive. He said we did have a power pole a few years ago fall and eliminated access from them to get out to serve the public. He stated that was one of the reasons that was redundant connection for us, and then future development. He believed we also some time ago, long before he came on, there was some conversation about an additional connection to Grand River, south from 11 mile. Mayor Pro Tem Staudt said he remembered at the time we discussed this, that acquisition of that property was a bit of a little bit of trouble. He said this resolved that issue, does it not. Mr. Herczeg replied that it does, we were trying to get the right-of-way at that time, it was not working out, but this purchase will resolve all our problems.

Mayor Pro Tem Staudt asked if he saw any potential use across the street from the DPW for this property if, you know we use a portion of it for Public Safety. He asked if there are other things that he thought are a value to that property that could be used for the DPW. Mr. Herczeg said yes, our campus is a little tight we were always looking for more storage. He said the recycling facility is in a weird spot on our grounds, it would be nice to reconfigure that. He said they have areas for our spoils, for projects that are either happening, that we are contracting out, our own projects we are in, we really do not have a lot of room for that. He thought any expansion, any additional property if there is some leftover, but beyond the Public Safety Facility would be a win for them as well. Mayor Pro Tem Staudt said great, thank you very much. He said he would support this for several reasons. One is the potential of moving the Police Station and/or Fire Station No. 1 to that facility. Secondly, it provides us with a lot of additional space that could be used for other purposes. Third, it allows us to do the additional Ring Road there. He said this isn't solely for the purpose of building a Public Safety Facility, because that is probably going to be an issue that is going to be up to the voters. He said at some point, it is going to be a multi- million-dollar facility, but land is extremely difficult to acquire. He said this land being across the street from our DPW yard makes it extremely valuable. He said he would support this.

Member Thomas agreed that the completion of the road is important and one of the sections of the property will allow that to continue. She stated as far as the ability to put a Public Safety Facility there, she thought was problematic. She did not know that we had necessarily done all the necessary homework to determine that is the appropriate place to put Public Safety, and you cannot travel north, there are no homes there, it takes the police out of the community. She did not know if we had other tracts of land to put it on. She liked the idea, but she was not in line with the idea that this is the perfect

spot to be able to put that facility. She said she would like to see more homework done. She said obviously, we are not making those decisions now, this is just to purchase the land. She did not know if there are any bad land purchases in our community, the prices do tend to go up, we do need that section of land. She commented that being the perfect spot for Public Safety, she disagreed for many reasons. She thought taking the police out of the community, you cannot travel north there are a lot of small roads that you have to navigate to be able to get to any main roads to be able to service our community. She said there are no homes nearby, you would be there to service until a development coming in that will have some housing down the road, but she disagreed at this point. She believed that there was more homework to be done to say that this is a perfect place for a public service facility.

Member Fischer asked City Manager Cardenas if there was any interest shown by the seller of the property to just sell us the north portion for the road. Mr. Cardenas said that the conversation took place a long time ago in terms of inquiring about a right-of-way for that, and that was quickly shot down. He said there have been times in the past where we have expressed interest in trying to approach and we did not get anywhere with that. Member Fischer agreed that this piece of property provides us with a lot of different flexibility, whether it be DPW, as you mentioned, hopefully some sort of Public Safety building, again, probably up to the voters eventually because of the cost of something like that. He said for the ring road purposes, for the economic development that will continue by completing that road, as well as the traffic considerations. He thought there is just so much opportunity in purchasing this. He said correct him if he was wrong, City Attorney Schultz, if everything falls apart, and we want to sell this, we are just like any other entity, we can put it on the market and sell it, hopefully at cost or a profit or whatever else. He said there are no restrictions from the City selling a piece of property. Mr. Schultz replied, no.

CM 23-09-118 Moved by Fischer, seconded by Casey; CARRIED UNANIMOUSLY

Approval of Purchase Agreement for four vacant properties on Eleven Mile Road, adjacent to Lee BeGole Drive, approximately 14.70 acres total, Parcel I.D. Nos. 22-14-451-012 and -013, and 22-14-451-015 and -017, for \$3,500,000, and to amend the budget accordingly.

City Attorney Schultz said his apologies for these, one is just to confirm that the version of the agreement you are approving is the one he sent this afternoon which had some slightly different terms about earnest deposit and some other things. He said if we could just have the language that the final form to be approved by the City Manager and City Attorney's office and we are directed to take such actions to close.

AMENDED

CM 23-09-118 Moved by Fischer, seconded by Casey; CARRIED UNANIMOUSLY

Approval of Purchase Agreement stating the earnest deposit of

\$100,000 for four vacant properties on Eleven Mile Road, adjacent to Lee BeGole Drive, approximately 14.70 acres total, Parcel I.D. Nos. 22-14-451-012 and -013, and 22-14-451-015 and -017, for \$3,500,000, subject to review by the City Manager and City Attorney's office as to the final form and to amend the budget accordingly.

Roll call vote on CM 23-09-118

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

Nays: None

- 6. Consideration of approval of the Purchase Agreement for two vacant properties on Novi Road, north of 12 Mile Road, approximately 2.54 acres and 0.28 acres in area, respectively, Parcel I.D. Nos. 22-11-107-002 and 22-11-127-015, for \$135,000 plus closing and other related costs, to amend the budget accordingly, and to direct the City Manager and City Attorney to take such action as is required to close on such purchase.**

City Manager Cardenas stated the property is on the west side of Novi Road between Old Novi Road and 13 Mile Road. It has been a cause of consternation by the neighbors in years past and there has been quite a lot of clamoring for us to just lock it up and make it a preservation for woodland and wetlands, so that is why we discussed it previously. He said the price was right and that is why we are recommending it for the City Council's final approval.

Member Fischer thanked City staff for their efforts in bringing some of these forwards, between some properties on Beck Road and over on Meadowbrook Road he thought in the past year or two we have up to 15 or 16 acres of green space woodlands and wetlands that we have gone ahead and preserved. He liked what City Council was doing here with the strategic nature of it. He said oftentimes, these parcels as the City Manager mentioned previously could cause consternation, they are kind of right in the backyard of some established homes. He thought it was incumbent to mention that this Council and City staff are making such an effort to preserve these using the funds that we have in a strategic manner. He said that he was happy to make a motion to approve.

Mayor Pro Tem Staudt had one quick question, he wondered if the money if coming from the Tree Fund. Mr. Cardenas said yes, it is. Mayor Pro Tem Staudt said it was a perfect use of Tree Fund.

CM 23-09-119

Moved by Fischer, seconded by Casey; CARRIED UNANIMOUSLY

Approval of Purchase Agreement for two vacant properties on Novi Road, north of 12 Mile Road, approximately 2.54 acres and 0.28 acres in area, respectively, Parcel I.D. Nos. 22-11-107-002 and 22-11-127-015, for \$135,000 plus closing and other related costs, to amend the budget accordingly, and to direct the City Manager and City Attorney to take such action as is required to close on such

purchase.

Roll call vote on CM 23-09-119

**Yeas: Staudt, Casey, Crawford, Fischer, Smith,
Thomas, Gatt
Nays: None**

CONSENT AGENDA REMOVALS FOR COUNCIL ACTION:

Member Thomas said she removed Consent Agenda Item B for a couple of reasons. One, when she received the packet, she was not sure what the changes were, there was not a redline version, she did not have that available. She said she knew yesterday; it was sent out. She could not view that on her tablet. She stated Mr. Cardenas showed it to her just moments before the meeting, she would have preferred to have more time to be able to view the redline version. She said that we have an election coming in less than two months, so to change the Council Organization and Order of Business, she thought is seemed more appropriate to be left for whomever is elected in the new election to determine any changes that they want to make to the rules. She said she would not support this at this time.

Member Fischer asked City Attorney Schultz if these rules can be amended at any time. He thought the new City Council could amend it at their first meeting. Mr. Schultz said yes, relatively quickly, yes, they could do it at their next meeting.

Mayor Pro Tem Staudt said he sits on the Rules Committee and they have been talking about these rules for several months, probably going back to June or sooner than that. He said if some future Council wants to review the rules and go through the same extended and intense process that they went through, they are more than welcome to change whatever they want. He said we did not change anything.

B. Consideration of Recommendation from Council Rules Committee to amend Council Organization and Order of Business.

CM 23-09-120 Moved by Staudt, seconded by Gatt; MOTION CARRIED: 5-2

To approve of Recommendation from Council Rules Committee to amend Council Organization and Order of Business.

Member Crawford said he also sat on the Rules Committee, and he commented who better to know on what type of rules and what ought to be changed and people that have been on Council already for four years rather than somebody just coming in.

Member Smith said he would not be supporting this. He said his main problem with it is the blanket denial of any sort of proclamation. He said this came up during the June meeting with Wear Orange, he would like to see a process where the Council has a little time to review things that the residents are interested in bringing to us. He did not think we should be blanket denying their ability to ask us for those. Thank you.

Member Casey had a couple of things she wanted to touch on. She stated unfortunately, we did get our redline version a little late and when she looked at the memo for what was changed, there is a mention of the topic of presentations as has been previously talked about. She said there is also mention of some changes in consistency and wording of how members of various Boards and Commissions are appointed, but there were no red lines. She said the only red line is in the section that relates to proclamations. She was seeking to understand what other copy changes might have been made.

City Attorney Schultz explained that there are a handful of places, he thought three or four where there were different phrases used for an appointment by the mayor with approval of Council. He thought there was an attempt to sometimes take the language out of the resolution or out of the state statute. He said a comment was made at the Rules Committee, it is all the same things. He said it is confusing to see different ways of having that stated, so it really has been changed in each of those locations, to just the simplest way to say, appointment by the mayor with approval of Council. He said it is not a substantive change. He said it is literally changing the words, they mean the same thing. Member Casey thanked Mr. Schultz for that clarification.

Member Casey as it relates to the language that is the presentation section, what is the intent of making the changes to letter F, she did not know who was best to answer her questions. She stated it said letter F is that we are not going to be doing any proclamations as the city of any kind, she was seeking to understand a little more about why this is now a change that is in front of them. Mr. Schultz said there were a handful of occasions where proclamations were made or presentations made by folks who we, as a city did not have a full understanding of who they were, what they stood for, it sounded good, so they made their way onto the agenda. He said they had the conversation with Council and he believed they wrote a confidential letter on it, he believed is that the picking and choosing who you want to put in front of you not only can be difficult to do in a informed way, but opens you up a little bit to concerns about why, why we are picking and choosing who gets to go on there. He said the language was written, basically to get the Council out of the proclamation and third-party presentation business, which is not that unusual in other communities. He said they left a little bit of leeway at the end of the language, you can see that if there is something that seems like the right thing to do, but otherwise, it would be presentations literally, by the City staff and your consultants and things like that. He stated otherwise people have all the time that they are allowed to in the two-audience participation provision where they can ask for what they would like. Member Casey thanked Mr. Schultz for that explanation.

Member Casey was glad this was pulled so that we could talk about what the changes are because there are members of our Rules Committee who are well versed, but this was the first time that the City Council had a chance to see what was being proposed. She was glad we had the chance to talk about it and to understand what the changes are. She struggled a bit because she regretted that we are not leaving the door open for proclamations that the city normally does for its own activities if she was interpreting this correctly, such as Arbor Day, National Library Weeks, she could rattle off a couple more

that are not coming to her mind. She regretted an opportunity that we are shutting the door on. She understood that this had been something that had been hanging out there and has been requested. She said getting the guidance from Council has been requested to, you know, have a position on proclamations, she was going to reluctantly approve it that evening. She said understanding also, as was brought up at the table earlier, that there will be a new Council in a couple of months and three meetings and maybe that this solves a challenge now by putting this proclamation ban or let her say that differently, by us not enabling proclamations to be presented at City Council meetings. She thought perhaps it give the opportunity for future to look at how there might be a way for us to do it for city specific proclamations to support the request to have such a thing and she looked forward to hopefully the future Council looking with the City Attorney and through the Rules Committee, seeing if there is a way to open the door back up for city proclamations.

Member Fischer said he would be supporting the rules that evening. He thought sometimes we et a little caught up here in our own rules and what a proclamation means and whatnot. He encouraged the City Manager and City staff to continue to find ways to celebrate Arbor Day, he thought we can do that, we have a wonderful event of planting trees. He said we have a lot of different events in the city, and we celebrate them and just a piece of paper from the Mayor or a piece of paper from the Council did not make or break that event. He thought it more so opens us up as the City Attorney said to some of the situations that we encountered when some of these were not vetted. He said he will go ahead and prove this for that reason. He thought we could move forward celebrating these fun events without having the Council's blessing on a piece of paper.

Mayor Gatt said he would put his comments on the record. He said he was on the Rules Committee also. He said as the mayor, he was getting an average of about five requests a meeting for proclamations, from this organization, that organization from the west, from the east, from the south, from the north, from all different kinds of political endeavors. He stated that is not what we do up here. He said we should not take a political position on anything other than our roads, sewers, and public safety, and the things that we deal with here. He said the Rules Committee decided that it would be much better and after discussion with our City Attorney who is learned and certainly represents many other different municipalities, he learned that many cities are doing exactly what hopefully we will vote to do today, and maybe a new Council will continue. He said that is to get out of the business of doing proclamations, it means mothering anyway, it just gets some people angry, as we saw, when we failed to do a proclamation for some genocide. He said that is something that we should not be discussing up here in his humble opinion. He said all committees meet, they make recommendations, and that is what it was tonight, a recommendation on the Agenda, nothing was trying to be passed by without anybody's discussion. He said everybody got this Agenda the same time he did, and they had every opportunity to call the City Manager or City Attorney or whoever they wanted to call to clarify matters. He did not understand that part of it. He said that was the intent of getting out of the proclamation business, getting out of the political business is probably a more appropriate way of putting it, we should not be doing political

proclamations. He said as far as Arbor Day and things that the city does, the City Manager can talk about that on a whim, and certainly a member of the staff can do the same. He said we are certainly not going to stop celebrating our city and the things that we do here that we have been doing here and will continue to do here. He commented that hopefully we are going to do is get out of the political business.

Roll call vote on CM 23-09-120

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

AUDIENCE COMMENT: None

COMMITTEE REPORTS: None

MAYOR AND COUNCIL ISSUES: None

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 7:33 P.M.

Cortney Hanson, City Clerk

Robert J. Gatt, Mayor

Transcribed by Deborah S. Aubry

Date approved: September 25, 2023



CITY OF NOVI CITY COUNCIL
SEPTEMBER 25, 2023

SUBJECT: Consideration of Equalization Division Assistance Services Agreement with Oakland County, for Real and Personal Property Assessment Administration Services through June 30, 2024.

SUBMITTING DEPARTMENT: City Manager's office

EXPENDITURE REQUIRED	\$ 78,000.00
AMOUNT BUDGETED	\$ 78,000.00
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	101-257.00-816.000

BACKGROUND INFORMATION:

Attached is a proposed agreement between the City and Oakland County for real and personal property assessment administration services to be provided by Oakland County through June 30, 2024. The agreement is typical of services agreements that the City and County have entered into over the years. The timeframe will assist the City through all relevant dates for the 2024 assessment year.

RECOMMENDED ACTION: Approval of Equalization Division Assistance Services Agreement with Oakland County, for Real and Personal Property Assessment Administration Services through June 30, 2024, subject to final review and approval and any minor non-substantive modifications by the City Manager and City Attorney's Office.

**Equalization Division
Leadership Team**

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August 24, 2023

Victor Cardenas, City Manager
City of Novi
45175 Ten Mile Road, Novi, MI, 48375

RE: Assessment Contract 2023-2024

Dear Mr. Cardenas,

I hope this letter finds you well. As you are aware, our existing Contract between the Oakland County Equalization Division and the City of Novi expired on June 30, 2023. As previously communicated, this delay was the result of a comprehensive review to ensure that our Contract is as transparent as possible regarding our respective responsibilities. Enclosed with this letter you will find the updated Assessing Services Contract, which outlines the terms and conditions of our partnership.

The Contract's main components remain unchanged in substance. The cost has been adjusted by a 4% increase to \$78,000 beginning July 1, 2023 to June 30, 2024. See Contract attached, Sections 10.2. This adjustment reflects a modest inflationary increase in the County's cost of providing services from our last year's Contract prices.

We have taken utmost care to ensure that all aspects of our engagement are thoroughly covered within the contract. It is designed to provide clarity on the objectives, responsibilities, timelines, and other relevant details that will guide our work together.

To proceed with the contract, we kindly request that you review the document at your earliest convenience. If you find the terms acceptable, we ask that you present it to your duly elected officials for approval and then sign the signature page enclosed with the contract and have it witnessed.

We require four (4) copies returned, including ORIGINAL signed Signature pages, to our office with the voted RESOLUTIONS from your local meeting approving the Contract. This will facilitate the necessary processing and

documentation on our end to County Board of Commissioner Chair David T. Woodward for his signature and ensuring a seamless implementation of the contract.

Should you have any questions, or if you would like to discuss any specific points within the Contract, please do not hesitate to reach out to me. I am also available to arrange a video meeting to discuss the Contract and address any concerns, or if you prefer, we can meet face-to-face.

Please feel free to contact me at 248.858.0760 or by email at lohmeierm@oakgov.com to coordinate any further steps or to schedule a meeting.

Thank you for your attention to this matter. We value the opportunity to work alongside your community and are eager to move forward with continuing our partnership.

Sincerely,

A handwritten signature in blue ink, reading "Micheal R. Lohmeier".

Micheal R. Lohmeier, MMAO, PPE, MAI, SRA, FASA, RES
Equalization Officer

Oakland County Equalization Division
250 Elizabeth Lake Road, Suite 1000W
Pontiac, MI 48341-0431
Phone: 248.858.0760
Email: lohmeierm@oakgov.com

**CONTRACT FOR OAKLAND COUNTY
EQUALIZATION DIVISION ASSISTANCE
FOR
REAL AND PERSONAL PROPERTY ASSESSMENT
ADMINISTRATION SERVICES
WITH THE CITY OF NOVI**

This CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE FOR REAL AND PERSONAL PROPERTY ASSESSMENT ADMINISTRATION SERVICES (hereafter, this "Contract") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter, the "County"), and WITH the City of Novi, a Michigan Constitutional and Statutory Municipal Corporation whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

INTRODUCTORY STATEMENTS

1. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act ("GPTA") (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
2. The Parties acknowledge that absent an agreement such as this, and in accordance with MCL 211.10(f)(1), if the Municipality does not have an assessment roll that has been certified by a qualified certified assessing officer, or if a certified assessor is not in substantial compliance with the provisions this of Act, the State Tax Commission (Commission) shall assume jurisdiction over the assessment roll and provide for the preparation of a certified roll. The Commission may order the County to prepare the roll; may provide for the use of State employees to prepare the roll; or may order the Municipality to contract with a commercial appraisal firm to conduct an appraisal of the property in the Municipality under the supervision of the County and Commission.
3. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division, may furnish assistance to local assessing officers in the performance of certain responsibilities, including the discovery, listing, and valuation of properties for tax purposes, as well as the development and use of uniform valuation standards and techniques for the assessment of property.
4. The Municipality has requested the County's Equalization Division's Assistance in performing the "Real and Personal Property Assessment Administration Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.
5. The County has determined that it has sufficient "Assessment Division Personnel", possessing the requisite knowledge and expertise and is agreeable to assisting the

Municipality by providing the requested "Real and Personal Property Assessment Administration Services" under the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality mutually agree as follows:

§1. DEFINED TERMS. In addition to the above defined terms (i.e., "Contract", "County", "Municipality", "Party" and "Parties", and "State"), the Parties agree that the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

- 1.1 "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.
- 1.2 "Equalization Division Personnel" as used in this Contract shall be defined as a subset of, and included as part of the larger group of, County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County, for the express purposes of provided equalization services, and its related activities, in adherence with MCL 211.34.
 - 1.2.1 Any reference in this Contract to Equalization Division Personnel shall not include any County Agent employed by the County in any other function, capacity or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.
- 1.3 "Assessment Division Personnel" as used in this Contract shall be defined as a subset of, and are included, as part of the larger group of County Agents as defined above. They are defined as County Agents specifically employed and assigned by the County Equalization Division, for the express purposes of providing Assessment Services, in adherence with MCL 211.10d. These activities include preparing the Municipalities annual assessment roll.
 - 1.3.1 Any reference in this Contract to Assessment Division Personnel shall not include any County Agent employed by the County in any other function, capacity, or organizational unit of the County other than the Equalization

Division of the Department of Management and Budget.

- 1.4 “Real and Personal Property Assessment Administration Services” identified in this Contract as “Assessment Services,” and by MCL 211.10d, are defined as those services provided by the County’s Assessment Division Personnel. These services do not pertain to those provided by Equalization Division Personnel, or activities as provided by, or related as, County Equalization Services, MCL 211.34.
- 1.5 “Municipality Agent” or “Municipality Agents” shall be defined to include, but not limited to, any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons’ successors or predecessors, agents, employees, attorneys, or auditors, whether such persons act or acted in their personal, representative, or official capacities, and/or any and all persons acting by, through, under, or in concert with any of them. No County Agent shall be deemed a Municipality Agent, and conversely, no Municipality Agent shall be deemed a County Agent. “Municipality Agent” shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.6 “Claim(s)” shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County’s and/or any County Agent’s participation in this Contract.
- 1.7 “Municipality Taxpayer” shall be defined as any and all residents, property owners, persons, or entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
- 1.8 “State” shall be defined as the “State of Michigan,” a sovereign governmental entity of the United States, and shall also include within its definition any, and all, departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury, unless used in this Contract to provide specific context

otherwise, and will do so as:

- 1.8.1 "Treasury" shall be defined as the "Department of Treasury," of the State of Michigan.
- 1.8.2 "Commission" shall be defined as the "State Tax Commission," of the Department of Treasury, of the State of Michigan.
- 1.8.3 "Tribunal" shall be defined as the "Michigan Tax Tribunal," of the Department of Licensing and Labor Affairs, of the State of Michigan.

§2. PURPOSE OF COUNTY ASSESSMENT SERVICES. The Parties agree that the purpose of any and all "Equalization Division Assistance Services" is to provide Assessment Services to be performed under this Contract and shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

§3. ASSESSMENT SERVICES. The Parties agree the full and complete scope of any, and all, Assessment Services shall be as described and limited in the following subsections.

- 3.1 Assessment Division Personnel will co-inspect, measure, list, and evaluate depreciation of random samples of commercial and industrial parcels of real property as necessary. Assessment Division Personnel will review the work involving non-commercial and non-industrial parcels of real property. Other activities conducted by Assessment Division Personnel pertaining to real property include, but are not limited to, accounting for new construction, newly modified existing real property improvements, demolition permits, reported fire damaged properties, and will adhere to State requirements. Assessment Division Personnel will supervise personal property auditors' progress and performance in its canvass, audits, processing of statements, use of appropriate assessment methods, personal property multipliers, and adhering to state requirements. Assessment Division Personnel will review the Municipality's existing assessing staff's work activities as it relates to the commercial and industrial inspections and assessed and taxable value related work, and the supervisory responsibilities relating to non-commercial and non-industrial real property and personal property activities. Commercial and industrial real property progress report will be reviewed monthly.
- 3.2 Municipality agrees to provide the County with a summary of all commercial and industrial building permits, any fire reports relating to construction activity, any site plans, architectural plans, blueprints, as requested and needed for new construction, additions, demolitions, and other activities related to assessment administration practices. Municipality will provide this summary to the County at least monthly.
- 3.3 Assessment Division Personnel will be provided with access to City of Novi's data via an acceptable Computer Assisted Mass Appraisal (CAMA) software program, tested for data accessibility and quality integrity incorporating the State Tax Commission

Assessors Manual (i.e., BS&A software). Assessment Division Personnel will review the Municipality's existing assessing staff's work activities as it relates to monthly entry of data inspected, including but not limited to Principal Residence Exemptions, Transfer of Ownership Affidavits, and other documents that need to be entered on a monthly and necessary basis for the preparation of related assessed and taxable values, including any additions, losses, or taxable value uncapping of any property following transfer of ownership. All updating of transfers of ownership will be made into an industry accepted CAMA software program by the Municipality's existing assessing staff.

- 3.4 Assessment Division Personnel will annually determine assessed, capped, and taxable value for each commercial and industrial property while providing direct supervision over development of the assessed, capped, and taxable values for all other property classifications.
- 3.5 Assessment Division Personnel will oversee the process and review all new exemption applications to determine compliance with statutory requirements, prior to approving, and/or making recommendations to local authority.
 - 3.5.1 Assessment Division Personnel will oversee the city's annual audit process and determine existing exemption eligibility continuance.
 - 3.5.2 The Municipality agrees to cooperate with County and provide any and all applications, affidavits, and other documents which are provided to Municipality in a timely and organized manner in order for County to process.
- 3.6 Assessment Division Personnel will analyze sales data to uniformly and equitably generate accurate assessments and create the commercial and industrial real property land and Economic Condition Factor (ECF) studies. Assessment Division Personnel will review the non-commercial and industrial real property land and ECF studies.
- 3.7 Assessment Division Personnel will evaluate the commercial and industrial related mass appraisal acceptable statistical measurements for annual assessment-to-sale ratio studies and review the acceptable statistical measurements for annual assessment-to-sale ratio studies for all other property classifications.
- 3.8 Assessment Division Personnel will oversee the Municipality's existing staff in the preparation and maintenance of its ad valorem assessment roll, including property classifications, property descriptions, any special act-related roll(s) (e.g., IFT, CRA). Municipality agrees to cooperate with Assessment Division Personnel in with the oversight when and where needed.
- 3.9 Assessment Division Personnel will sign all necessary pre-Board of Review assessment roll certifications, and Municipality assessment staff shall attend and assist Board of Review meetings, as per State requirements and charter of Municipality. Municipality assessment staff will assist the Assessment Division Personnel by presenting its certified assessment roll before the Board of Review, as per State requirements. Municipality agrees to have its Board of Review membership filled and provide necessary support for all Board of Review functions in compliance

with State requirements. Municipality will mail all Notices of Assessments to its respective taxpayers, and at its own cost.

- 3.10 Upon request, Assessment Division Personnel agree to attend meetings with Municipality officials and meetings with the public, when reasonable notice of the meeting is given in advance to County.
- 3.11 Assessment Division Personnel will have the required certifications for Municipality and will maintain certifications, and all support staff will be trained to adequately assist Municipality leadership, staff, community residents and property owners.
- 3.12 Parties agree that during the process of developing assessments, it is in each Party's legitimate interest to promote full cooperation with each other, and for Assessment Division Personnel to provide the best possible Public Relations efforts with residents and business owners.
- 3.13 Assessment Division Personnel agree to respond to the general public's inquiries regarding its assessment records, and the inquiries for assessment and tax records under the Freedom of Information Act. Assessment records identified in MCL 211.10a will be made accessible and available for inspection and copying by the public regardless of its location. Access to and inspection of public records is available on the Municipality's website, and in-person as indicated on signage located at the reception area of Municipality's main office, as required by MCL 211.10a.
- 3.14 Assessment Division Personnel will assist the Municipality in its own internal practices with providing calculations of estimations of cost only for commercial and/or industrial real property for special act project cost benefit analysis; provided that the necessary construction cost detail, and any other application related information, is made available. Assessment Division Personnel will not prepare estimates for speculative commercial and/or industrial developments that are requested by private individuals, developers, other private parties, or for individual residential properties.
- 3.15 Assessment Division Personnel shall make the assessments within the Municipality pursuant to MCL 211.10d and MCL 211.10e, and as of December 31, the State's statutory "Tax Day", unless court or statute requires otherwise (e.g., exemptions, bankruptcy orders, etc.). The Parties agree and based on the Contract Term as set forth in Section 10 of this Contract, the Assessment Division Personnel will develop the assessment roll as of December 31, 2023, for the 2024 tax year.
- 3.16 Assessment Division Personnel will not provide any services which would preclude them from maintaining their duties in accordance with MCL 211.10d and MCL 211.10e, which includes serving in any capacity within the Municipality which could be considered a conflict of interest.
- 3.17 The County agrees to review Municipality approved splits and combinations prior to providing it with parcel identification numbers (PIN) and will update tax descriptions as they change over time to ensure accuracy of available parcel information.

§4. MICHIGAN TAX TRIBUNAL. Assessment Division Personnel agree to assist the Municipality in its defense relating to its appealed assessments involving the “Michigan Tax Tribunal” and “Tribunal”.

- 4.1 Michigan Tax Tribunal, “Entire Tribunal Division” and “Entire Tribunal”. Both Parties agree Entire Tribunal cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. The Parties agree to work together throughout the appeal process for a fair resolution, however, Assessment Division Personnel shall be the final decision-maker of all Entire Tribunal appeals.
 - 4.1.1 Municipality agrees its attorney will file its answer to each petition filed within the Entire Tribunal. Assessment Division Personnel agree to assist Municipality’s attorney with any and all assessment records for its timely filing. The Parties agree Municipality attorney is responsible for all legal filings, including discovery, with the Tribunal.
 - 4.1.2 The Parties agree Assessment Division Personnel and Municipality attorney will work together throughout appeal duration, with Assessment Division Personnel sharing assessment and market related information.
 - 4.1.3 Municipality agrees, if an outside appraisal report is required for use as evidence within the Entire Tribunal, the Municipality attorney will hire the private independent fee appraiser(s), who will be properly licensed or certified through the State of Michigan, for any real property-related property appeals, or otherwise qualified appraiser, for any non-real property appeal. Municipality further agrees the Selection of the appraiser will be made by Assessment Division Personnel, with participation and input from the Municipality attorney.
 - 4.1.4 Municipality agrees it will be financially responsible for all costs incurred for any Tribunal appeals (e.g., appraisals, inspections, surveys, legal costs, etc.).
- 4.2 Michigan Tax Tribunal “Residential and Small Claims Division” and “Small Claims”. Parties agree Small Claims cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. The Parties agree to ensure public trust, Assessment Division Personnel shall be the final decision-maker of all Small Claims appeals.
 - 4.2.1 Small Claims cases Involving Assessment Division Personnel. The Parties agree many Small Claim cases are non-complex residential properties, other non-complex non-residential properties, and those involving Assessment Division Personnel filing Answers to Petitions, with remainder of communications directly with Petitioners (i.e., owners). These cases will be handled by Municipality assessing staff who will prepare petition answers on a timely basis, prepare and timely file valuation disclosures and other necessary evidence for the Tribunal, and provide testimony. Municipality agrees its attorney will be involved, as necessary, and in instances when

motion practice is required for inspection of the property, or if the case is appealed to the Court of Appeals.

4.2.2 Small Claims cases involving Municipality attorney and/or appraisers. The Parties agree on complex residential properties, complex non-residential properties, cases involving special assessments, and other cases where the issue is of a legal nature, there is often a need for the Municipality attorney to file its answer from the start of the appeal, or for the Municipality to hire an independent fee appraiser. Municipality agrees to the selection of the appraiser by the Assessment Division Personnel, with participation and input from the Municipality attorney. Assessment Division Personnel will assist the Municipality attorney and will provide final resolution for any potential settlement solution, with input from the Municipality attorney. The Parties agree Assessment Division Personnel will determine complexity of the case and/or of the property on a case-by-case basis.

4.2.3 Municipality agrees it will be financially responsible for all costs incurred for any Tribunal appeals (including but not limited to, appraisals, inspections, surveys, legal costs, photocopies etc.).

4.3 The Parties agree that they will cooperate and assist in appeals to the Court of Appeals and State Supreme Court, and in cases filed in the Oakland County Circuit Court, in the same manner as set forth above. Municipality agrees that it is responsible for legal representation in all courts and for all costs incurred for any tax related appeals to Michigan courts (including but not limited to appraisals, inspections, surveys, legal fees and costs, etc.).

§5. STATE TAX COMMISSION. Assessment Division Personnel agree to assist the Municipality involving any related activities, including petitioning and defense activities, relating to issues of classifications and incorrectly reported and omitted property ("MCL 211.154") involving the "State Tax Commission" and "Commission". Assessment Division Personnel will also provide those services necessary to initiate within, or to respond to inquiries from, the Commission including, but not limited to, assessment, incorrectly reported and/or omitted property, tax exemption, and/or classification matters pertaining to property located within the Municipality, and will prepare and file documents required with the Commission, and will appear before the Commission, when necessary.

§6. MANNER IN WHICH COUNTY WILL PROVIDE ASSESSMENT SERVICES. The Parties agree that any and all Assessment Services to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively as defined herein.

6.1 Assessment Division Personnel shall be employed and assigned by the County based on such appropriate qualifications and other factors as decided solely by the County.

6.2 The Parties agree that the County shall be solely and exclusively responsible for furnishing all Assessment Division Personnel with all job instructions, job

descriptions and job specifications and shall in all circumstances control, supervise, train and direct them under this Contract.

- 6.3 The Parties agree the Assessment Division Personnel and Oakland County Equalization Division main office is located at 250 Elizabeth Lake Road, Suite #1000 W, Pontiac, Michigan, 48341.

6.3.1 The Parties agree that County Agents will not maintain any specific, regular, or otherwise routine office hours located within the Municipality's offices.

- 6.4 Both parties agree the Municipality will maintain its existing assessing department staff through the term of this Contract. If the Municipality's existing assessing staff changes, the Municipality will provide prompt notice to the County. The County will then determine if any changes are needed to this Contract's scope of work and as to the 2024 assessment requirements.

- 6.5 The Parties agree the Municipality has both certified staff and uncertified support staff. This does not prevent the Municipality from providing additional public services in other professional capacities (e.g., Treasurer, Clerk, Building Department, etc.).

- 6.6 The Parties agree MCL 211.10d and MCL 211.10e will be adhered to when preparing the Municipality's assessment roll.

- 6.7 Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.

- 6.8 This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agents with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent and/or the conduct and actions of any County Agent. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:

6.8.1 The County's sole and exclusive right, obligation, responsibility, and

discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any County Agents and/or pay any and all County Agent's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any County Agents with the County, subject only to its applicable collective bargaining Contracts.

6.8.2 The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent, any necessary County Agent's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any County Agents performing any County duty or obligation under the terms of this Contract.

6.9 Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no Assessment Division or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.

6.10 Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, by virtue of this Contract or otherwise, shall be deemed, considered, or claimed to be an employee of the Municipality and/or a Municipality Agent.

6.11 The Municipality shall not otherwise provide, furnish, or assign any County Agents with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any Assessment Service responsibilities under the terms of this Contract.

§7. LIMITS AND EXCLUSIONS ON COUNTY SERVICE. Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other "Services" or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court, except as expressly provided for in this Contract.

- 7.1 Municipality agrees it shall, always and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body. The Municipality is financially responsible for all valuation costs associated with any related Appraisals resulting from the assessment roll(s) pertaining to this Contract. All communications pertaining to appeals, and potential appeals, involving the State Tax Commission and Michigan Tax Tribunal shall be directly made to the Equalization Officer and its Chiefs of the Equalization Division by the Municipality legal counsel to ensure timeliness in its notifications.
- 7.2 Except for those express statutory and any regulatory obligations incumbent upon the Assessment Division Personnel to defend assessments they performed before the Michigan Tax Tribunal, State Tax Commission and courts, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal, State Tax Commission or any other review body or court.

§8. MUNICIPALITY AGENTS AND THE COUNTY. The Municipality agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with all County Agents in the performance of all County Services under this Contract. Likewise, the County agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Assessment Division Personnel fully cooperate with Municipality Agents in the performance of all County Services under this Contract.

- 8.1 Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.
- 8.2 The Municipality agrees that it shall be solely and completely liable for any and all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality

Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment- related or based rights, including, but not limited to, those described in this section.

- 8.3 The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent. Furthermore, the County or any County Agent will not be liable for any dissemination of assessment related information by the Municipality or any Municipality Agent.

§9. MUNICIPALITY RESPONSIBILITIES WITH THE COUNTY AND ITS AGENTS. The Municipality agrees it shall provide, in a manner agreed upon with the County, and preserving all necessary confidentiality requirements, information pertaining to its activities affecting the tax status of any parcel including but not limited to the following:

- 9.1 The establishment of Tax Increment Finance (TIF) Authorities (i.e., Brownfield Authority, Corridor Improvement Authority, Downtown Development Authority, etc.); the approval or amendment of related development/TIF plans.
- 9.2 The establishment of Economic Development/Redevelopment Districts (i.e., Planned Unit Development, Neighborhood Enterprise Zones, Renaissance Zones, etc.); the approval or amendment of related applications/plans.
- 9.3 The establishment of an abatement type district (i.e., Commercial Redevelopment, Commercial Rehabilitation, Industrial Development, Plant Rehabilitation, Obsolete Property Rehabilitation etc.); or amendment of related Property Tax Exemption Applications.
- 9.4 The approval of an ordinance or agreement for a Payment In Lieu of Taxes (P.I.L.O.T.) housing project.
- 9.5 The Municipality agrees to inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality agrees to inform the County Agents regarding any millage increase (new) or renewal.
- 9.6 The Municipality will be responsible for maintaining a paper trail of any Special Assessment District (SAD) and Special Assessment Roll (SAR) development, any changes thereto, and their related billings, maintaining the rolls in balance, any required reports such as delinquency reports, and providing the County with the

information necessary to prepare warrants.

- 9.7 The Municipality will forward all exemption applications, property transfer affidavits, personal property statements, and any and all other property assessment and property tax related documents affecting the status or value of property located within the Municipality to the County in a timely manner.
- 9.8 The Municipality shall provide a copy of all building permits with parcel identification numbers to the County Agents on a Monthly Basis.
- 9.9 The Municipality agrees to keep the County current with, and be responsible for, the following functions.
 - 9.9.1 Maintain adherence to its policies, any and all of its related ordinances, and all local and state laws and regulations.
 - 9.9.2 Maintain current address and name changes, including any and all parcel owner and occupant names.
- 9.10 The Municipality agrees to provide County Agents, and any related Boards of Review, committee, and related work groups, with adequate space for the County while they are present. The Municipality shall provide reasonable accommodation such access to printers, copiers, etc. as to not impede their work. Accommodation will also be made for the public who come for assessing related inquiries, particularly during times when Boards of Review are in-session.

§10. TERM AND PAYMENT SCHEDULE OF CONTRACT. The County will perform the Assessment Services for the Municipality for the term and payment of fees as provided for in the following subsections.

- 10.1 The Contract term shall be from July 1, 2023, through June 30, 2024.
- 10.2 For the period of July 1, 2023, through June 30, 2024 (“Contract Year 2023-2024”), the Municipality agrees to pay the County for the services performed the flat sum of (Seventy Eight Thousand Dollars) \$78,000.00. If, or when, during the term of this Contract, there are additional Assessment Services requested by Municipality, the Parties shall negotiate additional fees to be paid by the Municipality. If there are changes to the scope of work required from Assessment Division Personnel due to Municipality assessing staff changes, the parties recognize that total amount due for services performed may also need to be adjusted and will negotiate the amount the of the adjustment.
- 10.3 [Intentionally left blank].
- 10.4 The Municipality shall be responsibility for postage for any and all real and personal property statements and any and all real and personal property notices mailed for all work performed under this Contact.

- 10.5 In the event that Municipality Agents, for whatever reasons, fail or neglect to undertake the tasks in any of the sections of this Contract, and the County Agents have to take on additional work tasks, then the County shall be paid on a time and material basis. Such rates shall be based upon the wages plus benefits of the County Agents performing said tasks.
- 10.6 The Parties agree this Contract is effective as of the initial date as prescribed above when the Contract term begins, or in the event the Contract is signed after this date, then it is effective as of the execution by both Parties to this Contract and shall end on the provided Contract's conclusion date as provided herein, without any further act or notice from either Party being required.
- 10.7 No less than 30 days prior to the Contract's ending date, both Parties may mutually agree to extend this contract for a period of no more than 180 days from the original Contract's ending date. Any, and all, County Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.
- 10.8 If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.
- 10.9 If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid. The interest to be charged shall not exceed the annual maximum rate set forth in MCL 438.41.
- 10.10 Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.

10.11 Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the Municipality agrees that the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any County services or performance obligations under this Contract.

10.12 The Parties agree that this and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the Oakland County Board of Commissioners and the Governing Body of the Municipality. The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the Municipality and shall also be filed with the office of the Clerk of the County and the Clerk for the Municipality.

10.13 The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.

10.14 The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner.

§11. CANCELLATION OR TERMINATION OF THIS CONTRACT. Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.

11.1 At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.

11.2 The Parties agrees that any and all obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.

§12. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO THE COUNTY. Except as expressly provided for in this Contract, the Municipality agrees that this Contract does not,

and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or the Equalization Division any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.

- 12.1 The Municipality shall, always and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. The Municipality agrees that under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.
- 12.2 The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt, liability, obligation or Claim(s) against the County.
- 12.3 The Parties agree that the Municipality shall always remain responsible for the ultimate completion of all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.
- 12.4 The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

§13. NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY. The Parties reserve to themselves any rights and obligations related to the provision of all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as expressly provided otherwise herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either Party to any other person or Party.

- 13.1 The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.
- 13.2 Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property

Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

§14. INDEMNIFICATION, LIABILITY AND INSURANCE. The Municipality further agrees that the County shall not be liable to the Municipality for any, and all, Claim(s), except as otherwise expressly provided for in this Contract.

- 14.1 The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.
- 14.2 In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract are intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.
- 14.3 Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the

County and/or any of County Agents based upon any and all legal theories or alleged rights of any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.

14.4 Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Contract, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its Employees or Agents in connection with any Claim. This Contract does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.

14.5 The Parties agree the County shall not be in breach of this Contract or responsible for any consequential or compensatory damages arising from any late performance or non-performance of this Contract agreement caused by circumstances which are beyond the County's control (e.g., extreme illnesses, natural disasters, or other "acts of God").

§15. INDEPENDENT CONTRACTOR. The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.

§16. COUNTY PRIORITIZATION OF COUNTY RESOURCES. The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.

§17. NO THIRD-PARTY BENEFICIARIES. Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.

- §18. **CONFIDENTIALITY.** The Parties agree, not to disclose any information which has been determined confidential by the Commission, and at least annually will review such requirements for confidential information handling with staff that will have contact with such record information.
- §19. **CONSTRUED AS A WHOLE.** The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
- §20. **CAPTIONS.** The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- §21. **NOTICES.** Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.
- §22. **WAIVER OF BREACH.** The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.
- §23. **ENTIRE CONTRACT.** This Contract sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

{SIGNATURES CONTAINED ON FOLLOWING PAGES}

IN WITNESS WHEREOF, Robert J. Gatt, Mayor of the City of Novi. hereby acknowledges that he has been authorized by a resolution of the Governing Body of the City of Novi, a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the City of Novi to the terms and conditions of this Contract.

EXECUTED: _____
Robert J. Gatt, Mayor City of Novi

DATE: _____

WITNESSED: _____
Cortney Hanson, Clerk City of Novi

DATE: _____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Contract on behalf of the Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Contract.

EXECUTED: _____ DATE: _____
David T. Woodward, Chairperson Oakland County Board
of Commissioners

WITNESSED: _____ DATE: _____

(Print Name) _____ DATE: _____
County of Oakland



CITY OF NOVI CITY COUNCIL
SEPTEMBER 25, 2023

SUBJECT: Approval of amendment to the contract for the City Clerk as prepared and approved as to form by the City Attorney.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

Mayor Gatt and Council Members met with City Clerk Hanson in Executive Session held on September 11, 2023, for the purpose of discussing her annual performance evaluation. A proposed amendment to her contract was recommended.

RECOMMENDED ACTION: Approval of amendment to the contract for the City Clerk as prepared and approved as to form by the City Attorney.

CITY CLERK EMPLOYMENT AGREEMENT (202~~22~~23)

THIS AGREEMENT is made and entered into this ~~26th~~-25th day of September, ~~2022~~2023, by and between the City of Novi, a Michigan municipal corporation, hereinafter referred to as the “Employer,” and Cortney Hanson, hereinafter referred to as the “Employee,” both of whom understand as follows:

RECITALS:

Employer desires to retain and continue the services of Employee as City Clerk of the City of Novi, and to establish certain terms of compensation and benefits, conditions of employment, and working conditions for Employee; and

Employee desires to continue employment as the City Clerk of the City of Novi subject to such terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Employer and Employee agree as follows:

Section 1. Duties

Employer agrees to employ Employee as City Clerk of the City of Novi to perform the functions and duties specified in Section 4.9 of the Charter of the City of Novi and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2. Term

A. Employee is appointed and employed as City Clerk for the City of Novi, with the effective date of her employment as City Clerk under this Agreement being and remaining June 27, 2016, the original date of her appointment as City Clerk. The appointment is for an indefinite period of time. However, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, with or without cause, subject only to the provisions of the City Charter and any other applicable laws or City policies, and the provisions set forth in Section 3, Paragraph A, of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time, from her position with Employer, subject only to the provisions set forth in Section 3, Paragraph B, of this Agreement.

C. Employee agrees to remain an exclusive employee of Employer, and agrees not to accept other employment or to become employed by any other employer while this Agreement is in effect. The term “employed” shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employee’s time off.

Section 3. Severance Pay

A. In the event that Employee is terminated by the City Council, and during such time Employee is willing and able to perform her duties under this Agreement, then Employer agrees to pay Employee three (3) months' salary as severance pay. Notwithstanding the foregoing, in the event Employee is terminated because of her (i) conviction of any felony; (ii) conviction of a misdemeanor that would reflect negatively on the City (such as, but not limited to, an offense involving drug or alcohol abuse or sexual misconduct); (iii) conviction of any illegal act involving personal gain to her or affecting the performance of her duties under this Agreement; (iv) willful misrepresentation to the City, either in connection signing this Agreement or the performance of her duties; (v) willful misconduct or insubordination; (vi) breach of this Agreement; (vii) violation of the City Charter or ordinances or regulations adopted by the City Council; or (viii) permanent disability such that she becomes unable to perform her duties, then Employer shall have no obligation to pay for aggregate severance pay designated in this paragraph. Employee shall also be compensated for all accrued vacation time and personal business time, and other accrued benefits pursuant to the City's employee benefits policy in existence at the time this Agreement is terminated.

B. In the event Employee voluntarily resigns from her position with Employer, Employee shall give Employer sixty (60) days advance written notice, unless the parties agree otherwise. In the event Employee voluntarily resigns from her position, she shall not be entitled to the severance pay described in Paragraph A, above, but shall be compensated for all accrued vacation time and personal business time, and other accrued benefits pursuant to the City's employee benefits policy in existence at the time this Agreement is terminated.

Section 4. Salary and Benefits

A. Employer agrees to pay Employee for her services rendered pursuant to this Agreement an annual base salary of One Hundred ~~Ten~~ Twenty-One Thousand Dollars (\$~~110~~121,000), payable in installments at the same time as other general employees of the City are paid. The City agrees to review this base salary and/or other benefits of Employee at the same time as the Employee's performance evaluation provided for in Section 5 of this Agreement.

B. All provisions of the City Charter, City Ordinances, and all regulations, policies, and rules of the Employer relating to the vacation, sick leave, retirement and pension system contributions, deferred compensation, life insurance, dental insurance, optical reimbursement, medical and hospitalization insurance, disability insurance, and other fringe benefits and working conditions as they now exist or hereinafter may be amended shall also apply to Employee as they would to other department heads of the City, except as otherwise provided herein. Employer reserves the right to alter, modify, or terminate any or all of its benefits, specifically including insurance plans, provided to non-union employees during the term of this Agreement and Employee may not rely on any specific coverage or term of such plans or benefits being maintained by the Employer solely for Employee's benefit. Changes to the benefits provided to non-union employees after the date of this Agreement shall also apply to Employee.

Section 5. Performance Evaluation

Employer may annually review the performance of the Employee under a process to be determined by Employer. Employee and Employer are committed to and will provide feedback and interim reports and/or evaluation reports in such form as are mutually agreeable throughout the year, as a means of communicating and improving the performance of the organization without the need or expectation for additional compensation improvements.

Section 6. Automobile

Employer agrees to pay to Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$4,800.00 per year, payable monthly (\$400.00 per month), as a vehicle allowance to be used to purchase, lease, own, operate, and maintain a motor vehicle. Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Section 7. Other Terms and Conditions of Employment

The City Council, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time related to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, City Ordinances, and/or any other law.

Section 8. Notices

Notices pursuant to this Agreement shall be given by first-class mailing with the United States Postal Service, postage prepaid, addressed as follows:

- (1) Mayor of the City of Novi, Clerk of the City of Novi, 45175 W. Ten Mile Road, Novi, MI 48375; and
- (2) Cortney Hanson,

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of first-class mailing of such written notice with the United States Postal Service.

Section 9. General Provisions

- A. All provisions of the City of Novi Personnel Policies, as they now exist or hereafter may be amended, shall apply to Employee as they would to other non-union exempt employees of Employer, unless otherwise provided in this Agreement.
- B. The text herein shall constitute the entire agreement between the parties.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representatives of Employee.

D. A waiver by Employer of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of any subsequent breach by Employee.

E. This Agreement shall be effective as of July 1, ~~2022~~2023, and supersedes any previous employment agreements.

F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Novi has caused this Agreement to be signed and executed on its behalf by its Mayor and City Clerk pursuant to authorization of the Novi City Council, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF NOVI

By: _____
ROBERT J. GATT, MAYOR

By: _____
CORTNEY HANSON, CITY CLERK



CITY OF NOVI CITY COUNCIL
SEPTEMBER 25, 2023

SUBJECT: Approval of Agreement for Election Services between Oakland County, Township of Novi, City of Northville, and City of Novi for the purpose of operating an early voting site, subject to final review of the form of agreement by the City Manager's office and City Attorney.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

In November 2022, voters approved Proposal 2022-2 which contained a requirement to conduct early voting in statewide and federal elections. The Oakland County Elections Division is partnering with the majority of municipalities to establish early voting sites for the upcoming November 7, 2023, Election to pilot the early voting process. The benefits of partnering with Oakland County are considerable. They will provide the resources necessary to conduct early voting, including brand new Verity Print, On-Demand Ballot Printing, devices, voting booths, and supplies. They will also manage the appointment and scheduling of election workers for all 9 early voting days.

The early voting site will be at the Novi Civic Center and will serve voters in the City of Novi, Novi Township, and City of Northville. A site supervisor, the City Clerk, will remain accessible during all early voting hours to assist as needed. The site supervisor will also be responsible for ensuring the polls open and close following BOE procedures and the equipment, ballots, and supplies are kept in a secure location until the polls open again. If approved, the contract would be effective October 2023 through November 2024. At that time, possible contract renewal will be discussed.

RECOMMENDED ACTION: Approval of Agreement for Election Services between Oakland County, Township of Novi, City of Northville, and City of Novi for the purpose of operating an early voting site, subject to final review of the form of agreement by the City Manager's office and City Attorney.

AGREEMENT FOR ELECTION SERVICES
BETWEEN OAKLAND COUNTY AND TOWNSHIP OF NOVI And CITY OF NORTHVILLE And CITY OF NOVI

This County Early Voting Site Agreement (the “Agreement”) is made between Oakland County, 1200 N. Telegraph Road, Pontiac, Michigan 48341 (the “County”) and Township of Novi, 44114 Wyngate Drive, Northville, Michigan 48167, City of Northville, 215 W. Main Street, Northville, Michigan 48167, and the City of Novi, 45175 W. Ten Mile Road, Novi, Michigan 48375 (“Municipality”) (the County and each municipality are sometimes referred to as the “Parties”). In this Agreement, the County and each municipality are represented by their respective clerks in their official capacities.

PURPOSE OF THE AGREEMENT. The County and the municipalities enter into this Agreement pursuant to Article II, Section 4(m) of the Michigan Constitution of 1963 and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a *et seq.*, for the purpose of operating an early voting site.

Name of county
Oakland County

Name of municipality	Number of precincts in municipality	Number of registered electors in municipality
Township of Novi	1	135
City of Northville	2	5,236
City of Novi	25	46,282

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - 1.1 **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit, and attachment to this Agreement.
 - 1.2 **Coordinator** means the individual appointed by the County Clerk and identified as the individual responsible for providing oversight to ensure sufficient resources are available and timely dispatched to each early voting site and monitoring the administrative requirements of early voting for the participating municipalities.
 - 1.3 **Early Voting Plan** means the document and any addenda to the document outlining the manner in which early voting will be provided in a county or municipality, as described in MCL 168.720a *et seq.* The requirements of an Early Voting Plan are described in MCL 168.720h(3).
 - 1.4 **Election Services** encompasses the following individual Election Services provided by the County Clerk’s Elections Division: Conduct and Administration of Early Voting.
 - 1.5 **Legislative Body of the Municipality** means the city or township governing board elected or appointed and serving in the municipality.
 - 1.6 **Municipality** means any participating municipality, which are entities created by the State or local authority or which are primarily funded by or through State or local authority, including, but not limited to, their council, Board, departments, divisions,

elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.

1.7 **QVF** means the Qualified Voter File as described in MCL 168.509m.

1.8 **QVF Controller** means the individual appointed by the County Clerk and identified as the Qualified Voter File (QVF) administrator of early voting information within the QVF.

1.9 **Site Supervisor** means the participating municipal clerk or a member of the County Clerk's staff who shall act as supervisor for each day of early voting. The County Clerk may appoint a different participating municipal clerk or member of the County Clerk's staff to act as a supervisor for different days of early voting. A site supervisor may delegate the supervisor's duties to a member of the supervisor's staff.

2. SCOPE OF THE AGREEMENT.

2.1 The Parties agree that early voting will be provided for all statewide and federal elections, and all other non-statewide elections conducted in the county.

3. COORDINATOR.

3.1 The Oakland County Director of Elections will serve as the Coordinator of each early voting site and will be responsible for organizing and monitoring the administrative requirements, including staffing, of early voting for the participating municipalities.

3.1.1 In the event that the Coordinator is unable to personally supervise and staff each early voting site on each day of early voting, the Coordinator may designate early voting site supervisors to assist with the staffing and supervision of early voting.

3.2 If the Coordinator becomes unavailable for any reason, the Coordinator role will be filled as follows:

3.2.1 The County Clerk will appoint a new Coordinator.

3.2.2 The new Coordinator will assume the responsibilities of the Coordinator on either a temporary or permanent basis.

4. QVF CONTROLLER.

4.1 The Oakland County Director of Elections will serve as the Qualified Voter File (QVF) administrator of early voting information within the QVF. The QVF Controller's duties will involve setting up the necessary voting regions, user access, and application access needed for the site(s) designated in the Agreement. The QVF Controller may designate these duties to a member of his/her staff.

5. APPROVAL OF EARLY VOTING SITES.

5.1 Pursuant to MCL 168.662, the County Clerk, after consulting the participating municipal clerks, will submit each early voting site location to the Board of County Election Commissioners for approval.

5.2 A regional early voting site will serve all electors covered by this Agreement. The electors covered by this Agreement will also be served by the County's central early voting site.

6. APPOINTMENT OF ELECTION INSPECTORS.

- 6.1** The Board of County Election Commissioners is responsible for the appointment of Election Inspectors.
- 6.2** At least 21 days before each election, the Board of County Election Commissioners will appoint for each early voting site at least 3 Election Inspectors and as many more as, in its opinion, are required for the efficient, speedy, and proper conduct of the election.
- 6.3** The Board of County Election Commissioners will further designate one appointed Election Inspector from each early voting site as chairperson.
- 6.4** The selection of Election Inspectors will be governed by MCL 168.674.

7. APPROVAL OF EARLY VOTING HOURS.

- 7.1** The Parties agree to all of the following:
 - 7.1.1** Early voting will be conducted for the nine days guaranteed by the Constitution. The hours will be from 8:30am-4:30pm each day, except that Thursday the hours will be from 12pm-8pm.
 - 7.1.2** The days and hours specified in this Agreement apply to early voting at all elections conducted in the County.

8. NOTICE OF EARLY VOTING HOURS.

- 8.1** Not less than 45 days before Election Day, the County Clerk and the clerk of each participating municipality agree to give public notice of the dates and hours for early voting at the regional early voting site and central early voting site by posting information on the County's and each municipality's website. If the municipality does not maintain a website, it shall post the notice in the same manner as it posts other notices.
- 8.2** After an Early Voting Site is approved by the Board of County Election Commissioners, the County Clerk will send a notice to each registered elector entitled to vote at that Early Voting Site with the information required under Michigan Election Law. The notice will be subject to review and approval by the parties. After that initial notice by the County Clerk, the Municipal Clerk will be responsible for sending the appropriate notice to each new registrant. The cost of printing and mailing the required notices will be the responsibility of each municipality.

9. BUDGET AND COST SHARING.

- 9.1** The Parties agree to the following cost sharing and chargeback procedures as follows:
 - 9.1.1** The County agrees to request funding and/or reimbursement from the State, local school district or other entity responsible for costs related to early voting.
 - 9.1.2** The County agrees to assume all costs related to the acquisition of equipment, software and supplies.
 - 9.1.3** The costs related to staffing the regional early voting site with Election Inspectors, publications and facility rental/cleaning charges that are not reimbursed by the State or other entity will be allocated as follows:
 - 9.1.3.1** Novi Township will pay \$150 for each election with the remaining balance being allocated 90% to the City of Novi and 10% to the City of

Northville. Payment will be remitted to the County within 30 days of receipt of the invoice.

10. STAFFING, SUPERVISION AND TRAINING.

- 10.1** The Coordinator is responsible for ensuring adequate staffing and supervision at the regional early voting site, and central early voting site, including selection of the site supervisor who oversees the site(s).
- 10.2** The site supervisor shall operate in the same manner and have the same authority as a municipal clerk operates in an election day polling place.
- 10.3** The site supervisors for early voting sites shall be designated for each election on the attached Exhibit B.
- 10.4** The Coordinator is responsible for providing training to the Site Supervisors and Election Inspectors appointed to serve at the Early Voting Site for each election.

11. TABULATORS AND EARLY VOTING POLL BOOK LAPTOPS AT EARLY VOTING SITE(S).

- 11.1** The Parties agree to all of the following:
 - 11.1.1** The Coordinator, in consultation with the participating municipal clerks, will determine the number of tabulators and early voting poll book laptops or other voting equipment that are necessary at the regional early voting site.
 - 11.1.2** The County will provide the tabulators, early voting poll book laptops, other necessary voting equipment and supplies.
- 11.2** The Board of County Election Commissioners will be responsible for conducting testing of the electronic voting equipment.
- 11.3** The Coordinator, or designated site supervisor, will be responsible for taking necessary steps to set up the early voting poll book laptops.

12. CANVASS OF EARLY VOTING RETURNS AND REPORTING OF EARLY VOTING RESULTS.

- 12.1** The Board of County Election Commissioners is responsible for appointing the receiving board or group of election inspectors to canvass the early vote returns on Election Day and report early voting results to the County Clerk.

13. EARLY VOTING PLAN.

- 13.1** No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinator will be responsible for ensuring an Early Voting Plan, attached as Exhibit A, is filed with the County Clerk of the county in which the municipalities are located.

14. NOTICE TO SOS OF CHANGES TO LOCATIONS, DAYS, AND HOURS OF EARLY VOTING.

- 14.1** Not less than 45 days before the first early voting day allowed by statute, the Coordinator will be responsible for providing the Secretary of State any changes made

to a previously submitted Early Voting Plan that affect the locations, days, and hours of operation for each early voting site operated by the County.

15. DURATION OF AGREEMENT.

- 15.1** This Agreement and any amendments will be effective when executed by all Parties, as evidenced by the signature of the County Clerk and each participating municipal clerk, unless the Agreement has an effective date specifically entered on the signature page.
- 15.2** This Agreement has no fixed termination date and may be terminated pursuant to its terms.

16. CANCELLATION, MODIFICATION, AND TERMINATION OF AGREEMENT.

- 16.1** The County Clerk may withdraw from this Agreement for any reason by providing at least 30 days written notice to the other parties to the Agreement. The notice shall be sent to the municipalities at the address provided in this Agreement to the attention of the Municipal Clerk. If the County Clerk withdraws during the statutory timeframe from the Agreement for any reason, the Agreement will cease to exist, and the clerk of each participating municipality must submit a revised Early Voting Plan to the State Bureau of Elections outlining the manner in which early voting will be provided.
- 16.2** The municipality may withdraw from this Agreement for any reason by providing at least 30 days written notice to the other parties to the Agreement. The notice shall be sent to the county at the address provided in this Agreement to the attention of the County Clerk. If a municipality withdraws from the Agreement for any reason during the statutory timeframe, the clerk of the municipality withdrawing from the Agreement must submit a revised Early Voting Plan to the State Bureau of Elections outlining the manner in which early voting will be provided.

17. GENERAL PROVISIONS.

- 17.1** County shall not be liable for any consequential, incidental, indirect, remote, speculative, punitive, exemplary, liquidated, treble, or special damages, including, but not limited to, loss of profit, opportunity, use, revenue, data, or goodwill, whether based in whole or in part in contract, tort, equity, strict liability, under statute, or any other theory of liability, regardless of whether such damages were foreseeable or contemplated and even if County was advised or aware of the possibility of such damages.
- 17.2** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan's conflict of law principles. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any claim arising under or related to this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

- 17.3** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties, except the accompanying license agreement which is incorporated by reference. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.
- 17.4** “Confidential Information” means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County’s copyrighted training materials.
- 17.5** Municipality shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Municipality shall not reproduce, provide, disclose, or give access of Confidential Information to any Municipality Employee or third-party not having a legitimate need to know. Municipality and Municipality Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, Municipality may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Municipality: (a) gives the County prompt written notice of the impending disclosure; (b) provides reasonable assistance to the County in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon Municipality with respect to any Confidential Information which Municipality can establish by legally sufficient evidence: (a) was in possession of or was known by Municipality, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Municipality from a third-party having the right to disclose it, without an obligation to keep such information confidential.

AGREEMENT FOR ELECTION SERVICES
BETWEEN OAKLAND COUNTY AND TOWNSHIP OF NOVI And CITY OF NORTHVILLE And CITY OF NOVI

Lisa Brown
Oakland County Clerk

Signature of County Clerk

Date

Janeen Crittenden
Township of Novi Clerk

Signature of Clerk

Date

Michael Smith
City of Northville Clerk

Signature of Clerk

Date

Cortney Hanson
City of Novi Clerk

Signature of Clerk

Date

EXHIBIT A: Early Voting Plan

No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinator will file an Early Voting Plan, covering the Parties to the County Agreement, with the County Clerk of the County.

Not less than 45 days before the first early voting day allowed by statute, the Coordinator will provide the Secretary of State any changes made to a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating County and municipalities to ensure that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

Plan Coverage: County Agreement

Coordinator of County Agreement:

Name of Coordinator	Position	Email Address	Phone Number
Joseph J. Rozell	Director of Elections	rozellj@oakgov.com	(248) 858-0564

County:

Name of county	Clerk of County
Oakland County	Lisa Brown

Municipality 1:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
Township of Novi	Janeen Crittenden	1	135

Municipality 2:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Northville	Michael Smith	2	5,236

Municipality 3:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Novi	Cortney Hanson	25	46,282

Early Voting Location Information:

	Early voting site #1	Early voting site #2
Location of site	Novi Civic Center, 45175 W. Ten Mile Rd., Novi, Michigan 48375	Waterford Oaks Activity Center, 2800 Watkins Lake Rd., Waterford, Michigan 48328
Municipalities served at site	3	45
Number of Election Workers at site	7	7
Is this an EV site for all 9 days of Constitutionally- required early voting? (Y/N)	Yes	Yes
Hours for 9 days of Constitutionally-required early voting	8:30 - 4:30 p.m. Thursday 12 - 8 p.m.	8:30 - 4:30 p.m. Thursday 12 - 8 p.m.
How many (if any) additional days of early voting will be provided at this site?	None	None
Hours for any additional days of early voting	N/A	N/A
Is this site ADA compliant?	Yes	Yes
In selecting this site, did you take into account expected turnout, population density, public transportation, accessibility, travel time, travel patterns, and any other relevant considerations?	Yes	Yes

Communication Strategy:

The parties will use the following communication strategy for informing electors of their opportunity for early voting:

Social media, websites, community newsletters, and other mediums deemed appropriate by clerks.

EXHIBIT B: SITE SUPERVISORS

Regional Early Voting Site Number: _____

Election Date: _____

Early Voting Site Supervisors:

	Primary Site Supervisor	Backup Site Supervisor
Early Voting Day 1		
Early Voting Day 2		
Early Voting Day 3		
Early Voting Day 4		
Early Voting Day 5		
Early Voting Day 6		
Early Voting Day 7		
Early Voting Day 8		
Early Voting Day 9		



CITY OF NOVI CITY COUNCIL
SEPTEMBER 25, 2023

SUBJECT: Acceptance of a Conservation Easement being offered as a part of JSP 22-37 Catholic Central North Campus, for property in Section 18, located west of Wixom Road, and south of Grand River Avenue.

SUBMITTING DEPARTMENT: Community Development, Planning

BACKGROUND INFORMATION:

The applicant received site plan approval of a 4-level parking structure (702 spaces), a hospitality/concession building, an athletic field for practices and competitions, and a new track stadium on Catholic Central's North Campus. The Planning Commission approved the Preliminary Site Plan, Woodland Permit, and revised Special Land Use on January 11, 2023. Final administrative approval is pending.

The applicant is offering a Conservation Easement for the purpose of protecting woodland replacement trees. The subject area shall be perpetually preserved and maintained in its natural and undeveloped condition, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environment, Great Lakes & Energy. The proposed conservation area is approximately ± 0.29 acres.

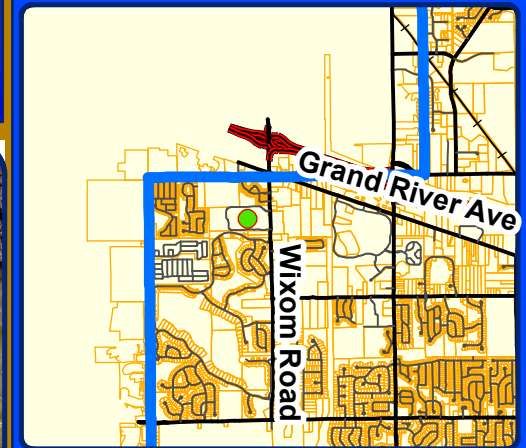
The easement has been reviewed by the City's professional staff and consultants. The easement is in a form acceptable to the City Attorney's office for acceptance by the City Council.

RECOMMENDED ACTION: Acceptance of a Conservation Easement being offered as a part of JSP 22-37 Catholic Central North Campus, for property in Section 18, located west of Wixom Road, and south of Grand River Avenue.

MAP
Location Map with
Conservation Easement Areas

Catholic Central North Conservation Easement

LOCATION



LEGEND

Easement Area

Right of Way

- Dedicated
- Highway Easement
- Prescriptive
- Private

City of Novi

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

Map Author: Heather Zeigler

Date: 9/11/2023

Project: TOWNES OF MAIN STREET

Version #: 1

0 75 150 300 450 Feet

1 inch = 347 feet



MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

EXECUTED CONSERVATION EASEMENT

WOODLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this _____ day of _____, 20____, by and between The Catholic Central High School of Detroit, a Michigan nonprofit corporation, (aka Catholic Central High School, or Catholic Central High School of Detroit, Inc.), whose address is 27225 Wixom Road, Novi, Michigan 48374 (hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (hereinafter the "Grantee").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in Section 18 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for construction of a building addition to the existing school, subject to provision of an appropriate easement to permanently protect the woodland replacement trees located thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area. Tax Identification Number: 22-18-200-026

B. The Conservation Easement Area (the "Easement Area") situated on the Property are more particularly described on Exhibit B, attached hereto and made a part hereof, the second page of which contains a drawing depicting the protected area.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), in hand paid, the receipt and adequacy of which are hereby acknowledged, Grantor hereby reserves, conveys and grants the following Conservation Easement, which shall be binding upon the Grantor, and the City, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, all Grantors and purchasers of the property and their respective heirs, successors, assigns and/or transferees. This Conservation Easement is dedicated pursuant to subpart 11 of part 21 of the Natural Resources and Environmental Protection Act being MCL 324.2140, *et seq.*, upon the terms and conditions set forth herein as follows:

1. The purpose of this Conservation Easement is to protect the woodland replacement trees as shown on the attached and incorporated Exhibit B. The subject areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless authorized by permit

from the City, and, if applicable, the Michigan Department of Environment, Great Lakes & Energy and the appropriate federal agency.

2. Except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of woodland replacement trees and/or vegetation within the Easement Area, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, maintaining any use or development in the Easement Area.

3. No grass or other vegetation shall be planted in the Easement Areas after the date of this Conservation Easement with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.

4. This Conservation Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession, or use of the Easement Area, except that, upon reasonable written notice to Grantor, Grantee and its authorized employees and agents (collectively, "Grantee's Representatives") may enter upon and inspect the Easement Area to determine whether the Easement Area is being maintained in compliance with the terms of the Conservation Easement.

5. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this document, and/or in the event of a failure to preserve, replace and/or maintain the remaining woodland areas, and woodland replacement trees in reasonable order and condition, in accordance with the final approved site plan for the Property, the City may serve written notice upon the Grantor setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other . Council, body or official delegated by the City Council, for the purpose of allowing the Grantor to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor, and such amount shall constitute a lien as to the Property. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, and shall accrue interest and penalties, and shall be collected as, and shall be 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 Grantor, and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

6. Within 90 days after the Conservation Easement shall have been recorded, Grantor at its sole expense, shall place such signs, defining the boundaries of the Easement Area and, describing its protected purpose, as indicated herein.

7. This Conservation Easement has been made and given for a consideration of a value less than One Hundred Dollars (\$100.00), and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).

8. Grantor shall state, acknowledge and/or disclose the existence of this Conservation Easement as of the day and year first above set forth.

GRANTOR

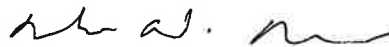
The Catholic Central High School of Detroit,
a Michigan nonprofit corporation



By: Edward Turek
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 10th day of AUGUST, 2023, by EDWARD TUREK, as the PRESIDENT of The Catholic Central High School of Detroit, a Michigan nonprofit corporation, on its behalf.



Notary Public
Acting in OAKLAND County
My Commission Expires: 10-15-28

Tax Identification Number: 22-18-200-026

MICHAEL D. WILSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 15, 2028
ACTING IN COUNTY OF OAKLAND

GRANTEE

CITY OF NOVI
A Municipal Corporation

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, on behalf of the City of Novi, a Municipal Corporation.

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

Tax Identification Number: 22-18-200-026

Drafted By:
Elizabeth K. Saarela, Esquire
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

After Recording, Return to:
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

EXHIBIT 'A'

PARCEL 22-18-200-026 LEGAL DESCRIPTION:

PART OF THE NORTH 1/2 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 18 AND PROCEEDING ALONG THE NORTH LINE OF SAID SECTION 18, SAID LINE ALSO BEING THE CENTERLINE OF 12 MILE ROAD (33 FEET WIDE, 1/2 WIDTH) S. 88°55'17" E. 1316.65 FEET; THENCE S. 00°44'12" E. 1306.18 FEET; THENCE N. 89°31'51" W. 1492.48 FEET; THENCE N. 00°15'03" W. 1320.00 FEET; THENCE ALONG THE NORTH LINE OF SAID SECTION 18, SAID LINE ALSO BEING THE CENTERLINE OF 12 MILE ROAD (33 FEET WIDE, 1/2 WIDTH) S. 89°31'51" E. 165.00 FEET TO SAID NORTH 1/4 CORNER OF SECTION 18 AND POINT OF BEGINNING CONTAINING 44.84 ACRES MORE OR LESS BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND THE RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL AGENCY OVER 12 MILE ROAD.

BASIS OF BEARING FOR THE PROPERTY DESCRIPTION IS THE NORTH-SOUTH 1/4 LINE, SEC. 28 S. 00°15'03" E.

REVISIONS			OVERALL LEGAL DESCRIPTION CATHOLIC CENTRAL HIGH SCHOOL CITY OF NOVI OAKLAND COUNTY MICHIGAN		DATE	SCALE HOR: 1" =	
ITEM	DATE	BY			8-15-22	FIELD BOOK NO.	
			Z EIMET W OZ NIAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		DESIGNED BY	JOB NO.	© COPYRIGHT 2022
						19120.1	
					DRAWN BY	SHEET NO.	
					PTG	1/1	

EXHIBIT 'B'

LEGEND

- EASEMENTS
- P.O.C POINT OF COMMENCING
- ⊕ SECTION CORNER



SCALE: 1" = 300'

P.O.C.
N. 1/4 CORNER
SECTION 18
T. 1 N., R. 8 E.
CITY OF NOVI
OAKLAND CO., MI.

C/L 12 MILE RD.
(33' WD., 1/2 WIDTH)

PROPOSED 43' R.O.W. LINE

22-18-100-004

NORTH AND SOUTH
1/4 LINE SEC. 18

22-18-200-026

CONSERVATION
EASEMENT

22-18-200-027

ANDELINA RIDGE
O.C.S.P. NO. 2068

22-18-200-026

REVISIONS			CONSERVATION EASEMENT CATHOLIC CENTRAL HIGH SCHOOL CITY OF NOVI OAKLAND COUNTY MICHIGAN		DATE 6-23-23		SCALE HOR: 1" = 300'	
ITEM	DATE	BY					FIELD BOOK NO. 785	
REVISE EASEMENT	8-7-23	PTG	ZEIMET WOZNAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		DESIGNED BY		JOB NO. 19120.3	
					DRAWN BY		SHEET NO. 1/3	
					JGO			
								© COPYRIGHT 2023

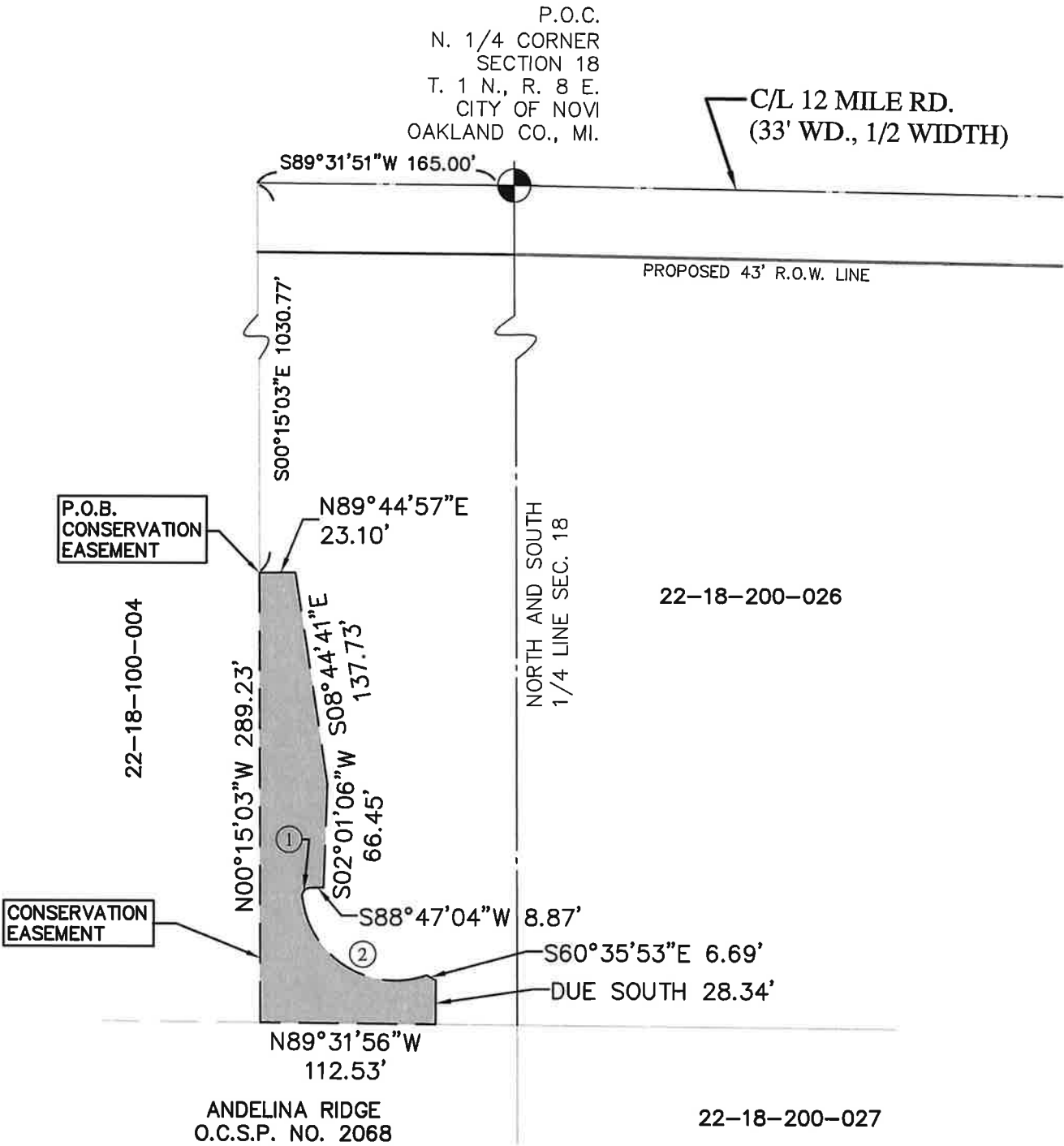
EXHIBIT 'B'

LEGEND

- EASEMENTS
- P.O.C POINT OF COMMENCING
- P.O.B POINT OF BEGINNING
- ⊙ SECTION CORNER



SCALE: 1" = 100'



CURVE DATA:

	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
①	9.54'	5.30'	103°04'37"	S34°02'26"W	8.31'
②	107.35'	60.09'	102°21'41"	S58°26'11"E	93.63'

22-18-200-026

REVISIONS			CONSERVATION EASEMENT CATHOLIC CENTRAL HIGH SCHOOL CITY OF NOVI OAKLAND COUNTY MICHIGAN ZEIMET WOZNAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com	DATE	SCALE HOR: 1" = 100'
ITEM	DATE	BY		6-23-23	FIELD BOOK NO. 785
REVISE EASEMENT	8-7-23	PTG		DESIGNED BY	JOB NO. 19120.3
			DRAWN BY JGO	SHEET NO. 2/3	

© COPYRIGHT 2023

© COPYRIGHT 2023

EXHIBIT 'B'

CONSERVATION EASEMENT LEGAL DESCRIPTION:

A DESCRIPTION OF A CONSERVATION EASEMENT LOCATED IN PART OF THE NORTHWEST 1/4 OF SECTION 18, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 18; THENCE S. 89°31'51" W. 165.00 FEET ALONG THE NORTH LINE OF SAID SECTION 18, ALSO BEING THE CENTERLINE OF 12 MILE ROAD (33 FEET WIDE, 1/2 WIDTH); THENCE S. 00°15'03" E. 1030.77 FEET TO THE POINT OF BEGINNING OF SAID CONSERVATION EASEMENT; THENCE ALONG SAID EASEMENT N. 89°44'57" E. 23.10 FEET; THENCE S. 08°44'41" E. 137.73 FEET; THENCE S. 02°01'06" W. 66.45 FEET; THENCE S. 88°47'04" W. 8.87 FEET; THENCE 9.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 5.30 FEET, A CENTRAL ANGLE OF 103°04'37", AND A CHORD THAT BEARS S. 34°02'26" W. 8.31 FEET; THENCE 107.35 FEET ALONG THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 60.09 FEET, A CENTRAL ANGLE OF 102°21'41", AND A CHORD THAT BEARS S. 58°26'11" E. 93.63 FEET; THENCE S. 60°35'53" E. 6.69 FEET; THENCE DUE SOUTH 28.34 FEET TO A POINT ON THE NORTH LINE OF ANDELINA RIDGE, OAKLAND COUNTY SUBDIVISION PLAN NO. 2068; THENCE ALONG SAID LINE N. 89°31'56" W. 112.53 FEET; THENCE N. 00°15'03" W. 289.23 FEET TO THE POINT OF BEGINNING.

REVISIONS			CONSERVATION EASEMENT CATHOLIC CENTRAL HIGH SCHOOL CITY OF NOVI OAKLAND COUNTY MICHIGAN		DATE	SCALE HOR: 1" =	
ITEM	DATE	BY			6-23-23	FIELD BOOK NO. 785	
REVISE EASEMENT	8-7-23	PTG	Z EIMET W OZNIAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		DESIGNED BY	JOB NO.	© COPYRIGHT 2023
						19120.3	
					DRAWN BY	SHEET NO.	
					JGO	3/3	

ATTORNEYS APPROVAL LETTER

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

September 1, 2023

Barb McBeth, City Planner
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**RE: Catholic Central North Campus JSP 22-37
Conservation Easement - *Woodland Replacement Trees***

Dear Ms. McBeth:

We have received and reviewed the original Conservation Easement and Title Search for the Catholic Central North Campus Project. The Conservation Easement is for the purpose of preserving replacement trees on the property. The Conservation Easement is in the City's standard format and the exhibits have been reviewed and approved by the City's Consulting Engineer. The Conservation Easement may be placed on an upcoming City Council Agenda for approval and recording.

This review is subject to additional comments by City Engineering Division and Planner.

Should you have any questions or concerns relating to the issues set forth above, please feel free to contact me in that regard.

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
City of Novi
September 1, 2023
Page 2

Lindsay Bell, Planner
Ian Hogg, Planner
Heather Ziegler, Planner
James Hill, Planner
Diana Shanahan, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Ben Croy, City Engineer
Rebecca Runkel, Project Engineer
Adam Yako, Project Engineer
Humna Anjum, Project Engineer
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Michael Wilson, Catholic Central
Thomas R. Schultz, Esquire

ENGINEERING CONSULTANT'S APPROVAL LETTER

August 21, 2023

Barb McBeth, City Planner
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

Re: Catholic Central North Campus - Planning Document Review
Novi # JSP22-0037
SDA Job No. NV23-211
EXHIBITS APPROVED

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on August 11, 2023 against the current submitted plan set. We offer the following comments:

Submitted Documents:

1. Woodland Conservation Easement – (executed August 10, 2023, exhibit dated 08/07/2023)
Exhibits Approved

The exhibits do not require further revisions for review. The draft exhibits are approved and ready for execution and City Council acceptance.

Sincerely,

SPALDING DEDECKER



Mike Freckelton, PE
Project Engineer

Cc (via Email): Lindsay Bell, City of Novi
Diana Shanahan, City of Novi
Sarah Marchioni, City of Novi
Adam Yako, City of Novi
Taylor Reynolds, Spalding DeDecker
Ted Meadows, Spalding DeDecker
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler



CITY OF NOVI CITY COUNCIL SEPTEMBER 25, 2023

SUBJECT: Acceptance of an Off-Site Conservation Easement from Singh Development, LLC being offered as a part of JSP 20-35, Townes at Main Street for property in Section 23 along Main Street. The easement is located north of I-96, west of Meadowbrook Road, along the south side of Twelve Oaks Lake in Section 14.

SUBMITTING DEPARTMENT: Community Development, Planning

BACKGROUND INFORMATION:

The applicant received site plan approval of a 17.69-acre, 32-building multi-family residential development for 192 townhome-style units. The Planning Commission recommended approval on April 27th, 2022, and the City Council granted approval of the Preliminary Site Plan, Phasing Plan, Wetland Permit, Woodland Permit, and Storm Water Management Plan on May 23, 2022.

City Council granted a deviation from the Wetland and Watercourse Protection Ordinance to allow the applicant to fulfill wetland mitigation requirements through the purchase of bank credits, with the understanding that the applicant had offered to protect 5 acres of additional land in the City with an easement. Final Site Plan approval was granted administratively on August 18, 2023.

The applicant is offering an Off-Site Conservation Easement for the purpose of protecting existing wetlands and woodland areas. The easement area shall be perpetually preserved and maintained, in its natural and undeveloped condition, unless authorized by the City, and if applicable, the Michigan Department of Environment, Great Lakes, and Energy. The conservation easement plan graphically depicts the areas being preserved. The proposed conservation area is approximately $\pm$ 5.0 acres.

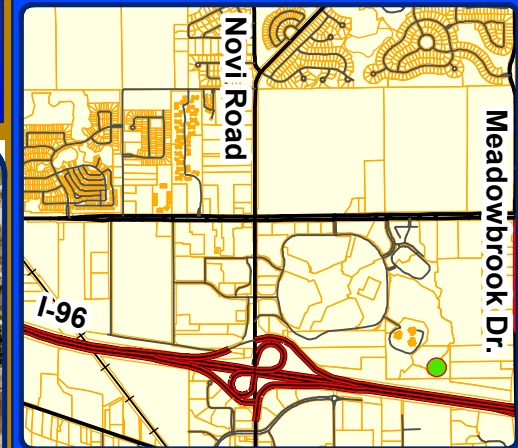
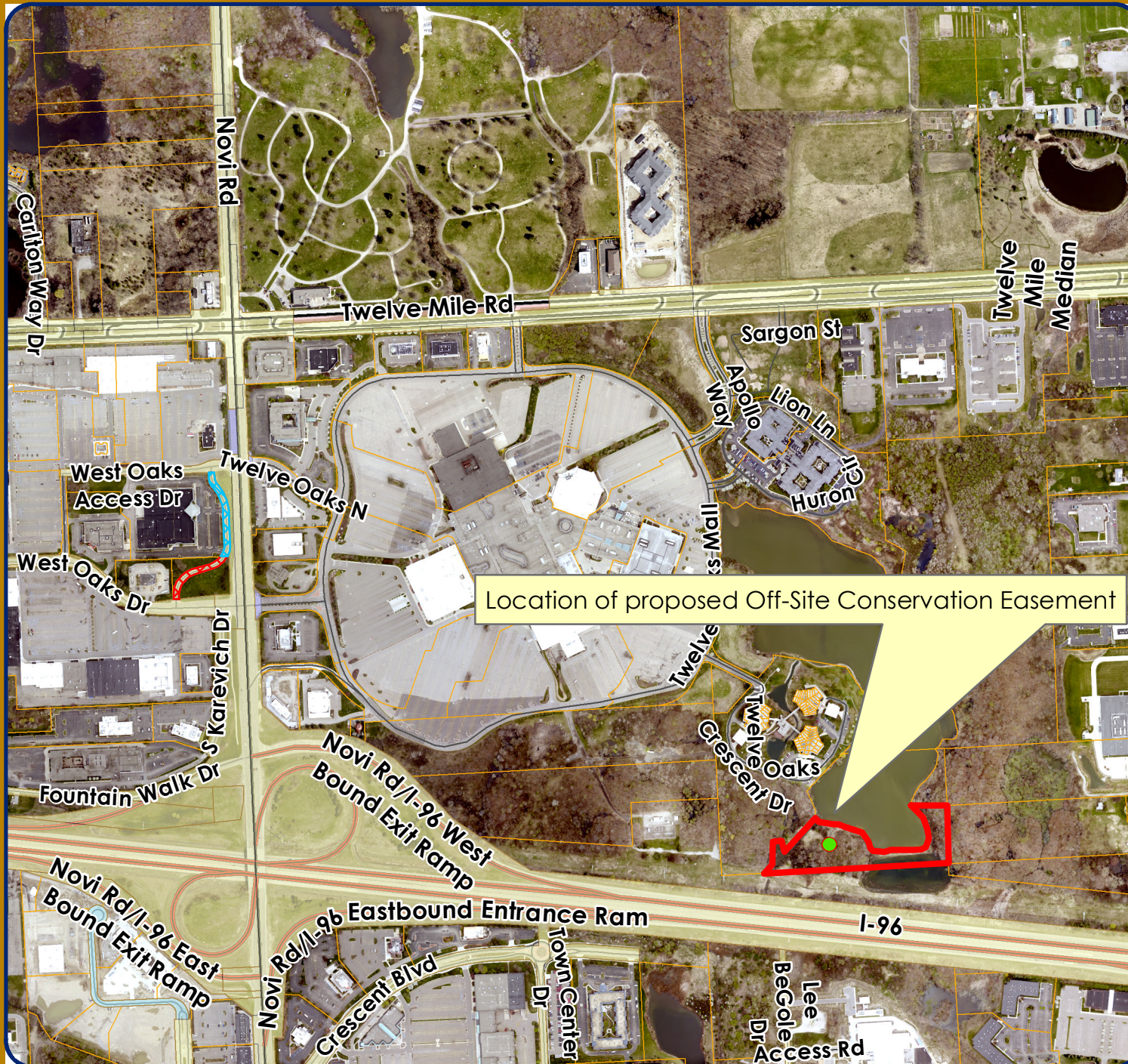
The easement has been reviewed by the City's professional staff and consultants. The easement is in a form acceptable to the City Attorney's office for acceptance by the City Council.

RECOMMENDED ACTION: Acceptance of an Off-Site Conservation Easement from Singh Development, LLC being offered as a part of JSP 20-35, Townes at Main Street for property in Section 23 along Main Street. The easement is located north of I-96, west of Meadowbrook Road, along the south side of Twelve Oaks Lake in Section 14.

MAP
Location Map with
Conservation Easement Areas

Townes of Main Street Off-Site Conservation Easement

LOCATION



LEGEND

 Easement Area

Right of Way

-  Dedicated
-  Highway Easement
-  Prescriptive
-  Private

City of Novi

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

Map Author: Heather Zeigler

Date: 9/11/2023

Project: TOWNES OF MAIN STREET

Version #: 1

0 180 360 720 1,080 Feet

1 inch = 832 feet



MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

EXECUTED CONSERVATION EASEMENT

CONSERVATION EASEMENT AGREEMENT

THIS CONSERVATION EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2023, by and between GLJ Development, LLC, a Michigan limited liability company, whose address is 7125 Orchard Lake Rd., Suite 200, West Bloomfield, Michigan 48322 (hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (hereinafter the "City").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in Section 14 of the City of Novi, Oakland County, Michigan, which is identified on Exhibit A attached hereto and described on Exhibit B attached hereto, both of which are made a part hereof (the "Property").

B. As a condition to obtaining final site plan approval for a residential development located within a different parcel of land located in the City of Novi, Michigan, Grantor has been asked to grant to the City an easement to permanently protect the woodlands and wetlands located within the approximately five (5) acre portion of the Property which is marked with cross-hatching and labeled the "Conservation Easement Area" on Exhibit C attached hereto. The Conservation Easement Area is described on Exhibit B.

C. Grantor desires to grant such an easement in order to protect the woodland and wetlands within the Conservation Easement Area.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), in hand paid, the receipt and adequacy of which are hereby acknowledged, Grantor hereby grants the following easement (the "Conservation Easement"), which shall be binding upon the Grantor, and the City, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, all Grantors and purchasers of the property and their respective heirs, successors, assigns and/or transferees. The Conservation Easement is dedicated pursuant to subpart 11 of part 21 of the Natural Resources and Environmental Protection Act being MCL 324.2140, *et seq.*, upon the terms and conditions set forth herein as follows:

1. The purpose of the Conservation Easement is to protect the woodland and wetland areas within the Conservation Easement Area. The Conservation Easement Area shall be perpetually preserved and maintained in its natural and undeveloped condition, unless authorized

by permit from the City, and, if applicable, the Michigan Department of Environment, Great Lakes, & Energy and the appropriate federal agency.

2. Except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of the woodlands or wetlands and/or vegetation within the Conservation Easement Area, including altering the topography of, placing fill material in, dredging, removing or excavating soil, minerals, or trees, and from constructing or placing any structures on, draining surface water from, or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, maintaining any use or development in the Conservation Easement Area.

3. No grass or other vegetation shall be planted in the Conservation Easement Area after the date of this Agreement with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.

4. This Conservation Easement does not grant or convey to the City, or any member of the general public, any right of ownership, possession or use of the Conservation Easement Area, except that, upon reasonable written notice to Grantor, the City and its authorized employees and agents (collectively, "City's Representatives") may enter upon and inspect the Conservation Easement Area to determine whether the Conservation Easement Area is being maintained in compliance with the terms of the Conservation Easement.

5. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Agreement, the City may serve written notice upon the Grantor setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other council, body or official delegated by the City Council, for the purpose of allowing the Grantor to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor, and such amount shall constitute a lien on an equal pro rata basis as to all of the lots, if any, on the Property. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, and shall accrue interest and penalties, and shall be collected as, and shall be 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 Grantor or the then-current owner of the Property,

as applicable, and, in such event, such party shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

6. The Conservation Easement will not impact the density calculation of the Property or the off-site residential development, known as Townes at Main Street.

7. Within 90 days after this Agreement is recorded, Grantor at its sole expense, shall place such signs, defining the boundaries of the Conservation Easement Area and, describing its protected purpose, as indicated herein.

8. This Conservation Easement has been made and given for a consideration of a value less than One Hundred (\$100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).

9. Grantor shall state, acknowledge and/or disclose the existence of this Conservation Easement as of the day and year first above set forth.

GRANTOR

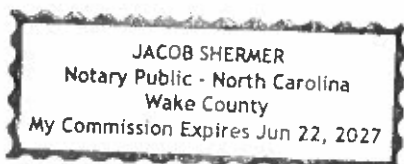
GLJ Development
a Michigan limited liability company,

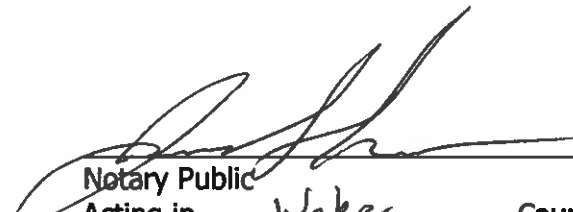
By:


Avtar S. Grewal,
Its: Manager

STATE OF NC)
COUNTY OF Wake) ss.

The foregoing instrument was acknowledged before me this 21th day of July, 2023, by Avtar S. Grewal, Manager of GLJ Development LLC, a Michigan limited liability company, on its behalf.




Notary Public

Acting in Wake County

My Commission Expires: Jun 22, 2027

GRANTEE

CITY OF NOVI
A Municipal Corporation

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, on behalf of the City of Novi, a Municipal Corporation.

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

Drafted By:
Elizabeth K. Saarela, Esquire
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

After Recording, Return to:
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

EAST 1/4 CORNER
SECTION 14, T1N., R8E
CITY OF NOVI, OAKLAND CO., MI.

EAST AND WEST 1/4
LINE OF SECTION 14

TAX ID. 22-14-401-010

BEECHLAKE L.L.C.

41800 ELEVEN MILE RD., SUITE 200
NOVI, MI. 48375

P.O.B. OF
PARCEL

N89°20'01"E
18.74'

TRAVERSE
POINT "D"

N89°20'01"E
33.37'

S89°20'01"W
1312.86'

S00°15'15"E 664.29'

N31°25'47"E
261.69'

N01°15'56"E
172.77'

N11°18'35"E
97.38'

1331'±

N37°23'07"W
127.31'

N88°24'00"E 341.76'

TWELVE OAKS LAKE

SHORE OF "TWELVE
OAKS LAKE"

S31°58'09"E
158.61'

TRAVERSE
POINT "B"

S48°26'09"E
32.37'

S69°28'42"E
225.60'

TAX ID.
22-14-401-015
6.026 Ac.

"THE ENCLAVE" O.C.C.P. 933
REC'D. L.15694, P. 297-366,
O.C.R.

N45°00'25"E
257.12'

S06°42'58"E
56.24'

N88°56'39"E
55.41'

N04°01'24"E
130.44'

N41°58'04"E
70.32'

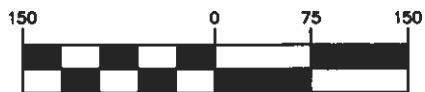
EAST AND WEST 1/4 LINE OF SECTION 14

S89°20'01"W 1064.93'

I-96 EXPRESSWAY

CENTER
SECTION 14, T1N., R8E
CITY OF NOVI, OAKLAND CO., MI.

GRAPHIC SCALE



(IN FEET)
1 Inch = 150 ft.

LEGAL DESCRIPTION: PART OF 22-14-401-015

A PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE SOUTH 89°20'01" WEST, 1312.86 FEET, ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 14, TO THE POINT OF BEGINNING; THENCE SOUTH 00°15'15" EAST, 664.29 FEET; THENCE SOUTH 89°20'01" WEST, 1064.93 FEET; THENCE NORTH 41°58'04" EAST, 70.32 FEET; THENCE NORTH 04°01'24" EAST, 130.44 FEET; THENCE NORTH 88°56'39" EAST, 55.41 FEET; THENCE SOUTH 06°42'58" EAST, 56.24 FEET; THENCE NORTH 45°00'25" EAST, 257.12 FEET; THENCE SOUTH 48°26'09" EAST, 32.37 FEET, TO TRAVERSE POINT "B", THENCE SOUTHEASTERLY, EASTERLY, NORTHERLY, NORTHWESTERLY AND NORTHEASTERLY 1331 FEET, MORE OR LESS, ALONG THE SHORE OF "TWELVE OAKS LAKE," THENCE NORTH 89°20'01" EAST, 33 FEET, MORE OR LESS, TO TRAVERSE POINT "D", (SAID TRAVERSE POINT "D" BEING SOUTH 69°28'42" EAST, 225.60 FEET AND SOUTH 31°58'09" EAST, 158.61 FEET AND NORTH 88°24'00" EAST, 341.76 FEET AND NORTH 01°15'56" EAST, 172.77 FEET AND NORTH 37°23'07" WEST, 127.31 FEET AND NORTH 31°25'47" EAST, 261.69 FEET AND NORTH 11°18'35" EAST, 97.38 FEET, FROM SAID TRAVERSE POINT "B"); THENCE NORTH 89°20'01" EAST, 18.74 FEET, TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 6.026 ACRES, MORE OR LESS. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD.

LEGAL DESCRIPTION: CONSERVATION EASEMENT AREA (5.0 ACRES)

A PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS;

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE S89°20'01"W 1312.86 FEET ALONG THE EAST AND WEST 1/4 LINE OF SECTION 14, THENCE S00°15'15"E 308.64 FEET TO THE POINT OF BEGINNING OF CONSERVATION EASEMENT; THENCE S00°15'15"E 355.65 FEET; THENCE S89°20'01"W 1064.93 FEET; THENCE N41°58'04"E 70.32 FEET; THENCE N04°01'24"E 130.44 FEET; THENCE N88°56'39"E 55.41 FEET; THENCE S06°42'58"E 56.24 FEET; THENCE N45°00'25"E 257.12 FEET; THENCE S48°26'09"E 32.37 FEET TO INTERMEDIATE TRAVERSE POINT "B", THENCE CONTINUING SOUTHEASTERLY, EASTERLY, NORTHERLY, NORTHWESTERLY AND NORTHEASTERLY 950 FEET MORE OR LESS, ALONG THE SHORE OF "TWELVE OAKS LAKE"; THENCE S89°54'E 54 FEET, MORE OR LESS, TO INTERMEDIATE TRAVERSE POINT "E", (SAID INTERMEDIATE TRAVERSE POINT "E" BEING THE FOLLOWING 6 (SIX) COURSES FROM AFOREMENTIONED INTERMEDIATE TRAVERSE POINT "B": S69°28'42"E 225.60 FEET, S31°58'09"E 158.61 FEET, N88°24'00"E 341.76 FEET, N01°15'56"E 172.77 FEET, N37°23'07"W 127.31 FEET AND N31°25'47"E 12.47 FEET FROM SAID INTERMEDIATE TRAVERSE POINT "B"); THENCE CONTINUING S89°54'28"E 169.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.0 ACRES, MORE OR LESS.

EAST 1/4 CORNER
SECTION 14, T1N., R8E
CITY OF NOVI, OAKLAND CO., MI.

EAST AND WEST 1/4
LINE OF SECTION 14

TAX ID. 22-14-401-010
BEECHLAKE L.L.C.
41800 ELEVEN MILE RD., SUITE 200
NOVI, MI. 48375

P.O.B. OF
PARCEL

N89°20'01"E
18.74'

TRAVERSE
POINT "D"

N89°20'01"E
33.37'

N11°18'35"E
97.38'

INTERMEDIATE
TRAVERSE
POINT "E"

P.O.B. OF
EASEMENT

S00°15'15"E 664.29'

S00°15'15"E 308.64'

N31°25'47"E
261.69'

S89°54'28"E
169.17'

N31°25'47"E
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172.77'

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TWELVE OAKS LAKE

SHORE OF "TWELVE
OAKS LAKE"

INTERMEDIATE
TRAVERSE
POINT "B"

S48°26'09"E
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"THE ENCLAVE" O.C.C.P. 933
REC'D. L.15694, P. 297-366,
O.C.R.

CONSERVATION
EASEMENT AREA
5.0 Ac.

TAX ID.
22-14-401-015
6.026 Ac.

LEGEND



SECTION CORNER



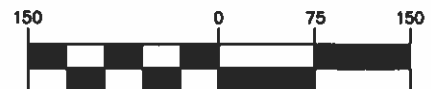
CONSERVATION
EASEMENT AREA

EAST AND WEST 1/4 LINE OF SECTION 14

CENTER
SECTION 14, T1N., R8E
CITY OF NOVI, OAKLAND CO., MI.

I-96 EXPRESSWAY

GRAPHIC SCALE



(IN FEET)

1 inch = 150 ft.

ATTORNEYS APPROVAL LETTER

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

August 9, 2023

Barb McBeth, City Planner
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

RE: Townes at Main Street JSP 20-35
Conservation Easement (Off-Site)

Dear Ms. McBeth:

We have received and reviewed the final executed Conservation Easement for off-site wetland mitigation area for the Townes at Main Street Development. The Conservation Easement appears to be in order and may be placed on an upcoming City Council Agenda for acceptance.

Should you have any questions or concerns relating to the issues set forth above, please feel free to contact me in that regard.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Diana Shanahan, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Ben Croy, City Engineer
Rebecca Runkel, Project Engineer
Adam Yako, Project Engineer
Humna Anjum, Project Engineer
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker

Barb McBeth, City Planner
City of Novi
August 9, 2023
Page 2

Todd Rankine, Singh Development, LLC
Thomas R. Schultz, Esquire

ENGINEERING CONSULTANT'S APPROVAL LETTER

August 17, 2023

Barb McBeth, City Planner
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

Re: The Townes at Main Street - Planning Document Review
Novi # JSP20-0035
SDA Job No. NV23-202
EXHIBITS APPROVED

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on August 15, 2023 against the current submitted plan set. We offer the following comments:

Submitted Documents:

1. Master Deed Exhibit B – (exhibit dated 08/14/2023)
Exhibits Approved.
2. Off-Site Conservation Easement – (executed 07/27/2023, exhibit dated 3/21/2023)
Exhibits Approved.

The exhibits do not require further revisions for review. The draft exhibits are approved and ready for City Council acceptance.

Sincerely,

SPALDING DEDECKER



Mike Freckelton, PE
Project Engineer

Cc (via Email): Lindsay Bell, City of Novi
Diana Shanahan, City of Novi
Sarah Marchioni, City of Novi
Adam Yako, City of Novi
Taylor Reynolds, Spalding DeDecker
Ted Meadows, Spalding DeDecker
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler



CITY OF NOVI CITY COUNCIL
SEPTEMBER 25, 2023

SUBJECT: Acceptance of an Open Space Preservation Easement from Toll Brothers being offered as a part of JSP 21-47 Parc Vista RUD, for property in Section 31, west of Garfield Road and north of Eight Mile Road.

SUBMITTING DEPARTMENT: Community Development, Planning

BACKGROUND INFORMATION:

The applicant received site plan approval of a 54.3-acre, 44-unit single-family residential development west of Garfield Road and north of Eight Mile Road. The City Council approved the Residential Unit Development agreement and Concept Plan on August 8, 2022. The Planning Commission approved the Preliminary Site Plan, Phasing Plan, Wetland Permit, Woodland Permit, and Storm Water Management Plan on September 28, 2022. Final approval was granted administratively on August 21, 2023.

The applicant is offering an Open Space Preservation Easement for the purpose of protecting and preserving Open Space, as well as wetland and woodland areas. The easement permits the mowing of certain general common elements of the condominium. The proposed preservation area is approximately $\pm$ 23.8 acres.

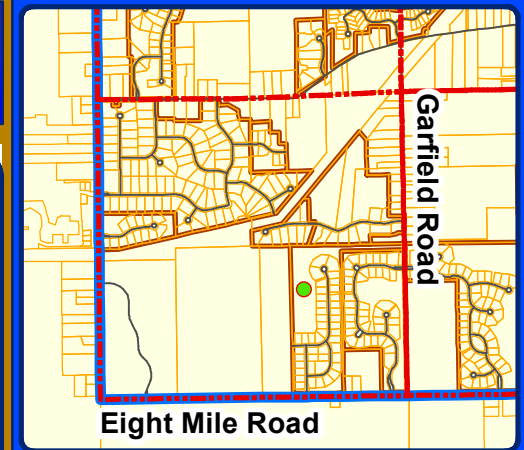
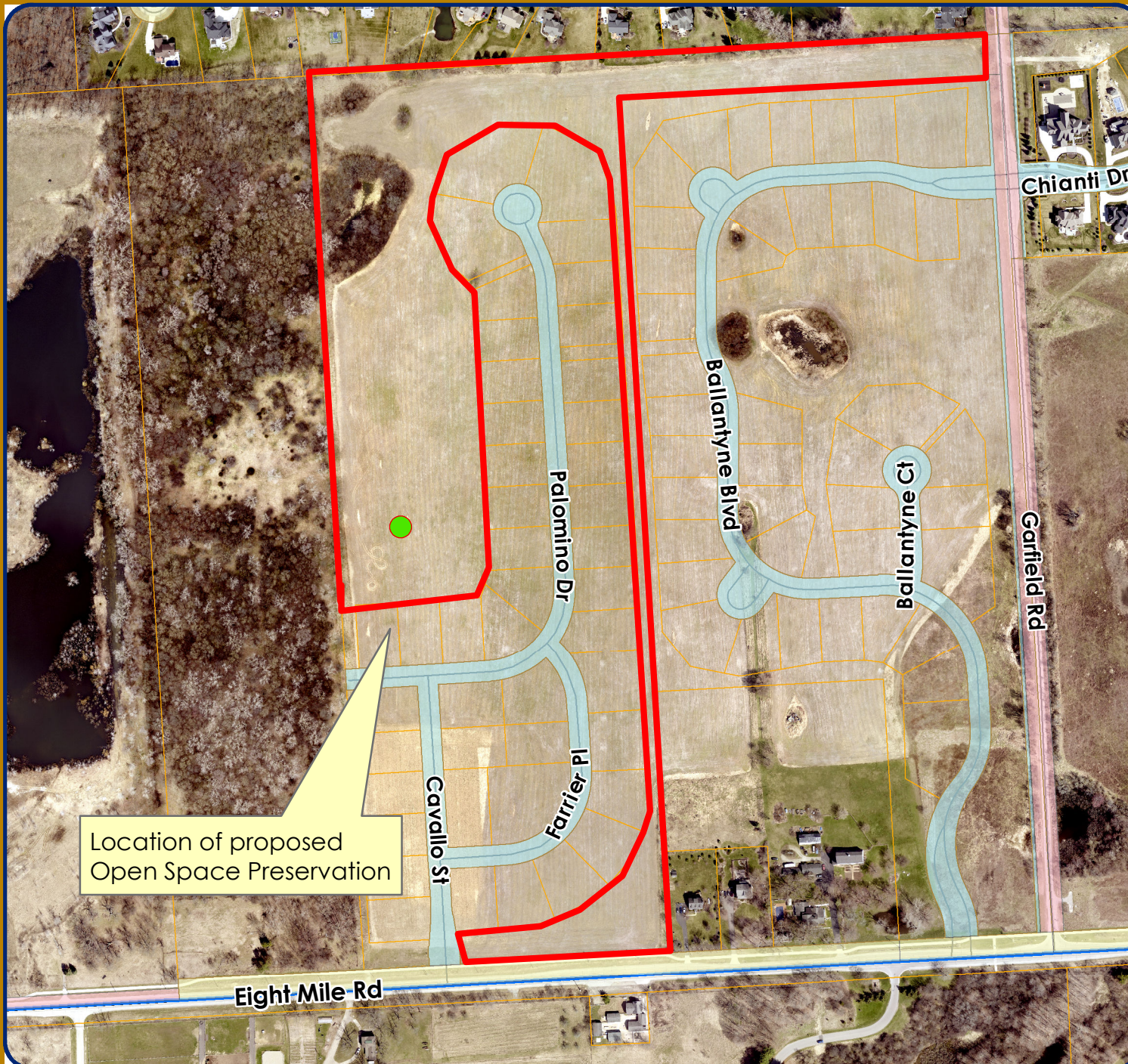
The easement has been reviewed by the City's professional staff and consultants. The easement is in a form acceptable to the City Attorney's office for acceptance by the City Council.

RECOMMENDED ACTION: Acceptance of an Open Space Preservation Easement from Toll Brothers being offered as a part of JSP 21-47 Parc Vista RUD, for property in Section 31, west of Garfield Road and north of Eight Mile Road.

MAP
Location Map with
Conservation Easement Areas

Parc Vista Open Space Preservation Easement

LOCATION



LEGEND

 Easement Area

Right of Way

-  Dedicated
-  Highway Easement
-  Prescriptive
-  Private

City of Novi

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

Map Author: Heather Zeigler

Date: 9/11/2023

Project: PARC VISTA OPEN SPACE PRESERVATION EASEMENT

Version #: 1

0 90 180 360 540 Feet

1 inch = 417 feet



MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

EXECUTED CONSERVATION EASEMENT

OPEN SPACE PRESERVATION EASEMENT

THIS OPEN SPACE PRESERVATION EASEMENT made this 1 day of August, 2023 by Toll Northeast V, Corp., a Delaware corporation, whose address is 26200 Town Center Drive, Suite 200, Novi, MI 48375 (hereinafter the "Grantor"), and the City of Novi, a Michigan municipal corporation, and its successors or assigns, whose address is 45175 Ten Mile Road, Novi, MI 48375, (hereinafter the "City").

R E C I T A T I O N S:

A. Grantor owns a certain parcel of land situated in the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for establishment and development of a residential condominium development on the Property which will be known as Parc Vista (the "Condominium"), subject to provision of an appropriate easement to permanently protect the remaining woodlands and wetlands, replacement trees, landscaped open space and parks, if any, thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The open space preservation easement areas (the "Easement Areas") situated on the Property are more particularly described on Exhibit B, attached hereto and made a part hereof, which contains a legal description and drawing depicting the protected area.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), in hand paid, the receipt and adequacy of which are hereby acknowledged, Grantor hereby reserves, conveys and grants the following easement (the "Open Space Preservation Easement"), which shall be binding upon the Grantor, and the City, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, all Grantors and purchasers of the Property and their respective heirs, successors, assigns and/or transferees. This Open Space Preservation Easement is dedicated pursuant to subpart 11 of part 21 of the Natural Resources and Environmental Protection Act being MCL 324.2140, et. Seq., upon the terms and conditions set forth herein as follows:

1. The purpose of this Open Space Preservation Easement is to preserve the remaining woodlands, woodland replacement trees, remaining wetlands, wetland mitigation areas, landscaped open space, and parks, if any. The Easement Area shall be perpetually preserved and maintained, in its natural and undeveloped condition, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environment, Great Lakes, and Energy and the appropriate federal agency.

2. Except for and subject to the activities which have been expressly authorized by permit or approved by City, which have been approved in accordance with the RUD Agreement and Plan for the Project, which RUD Agreement is dated August 1, 2022, and is recorded at Liber 58317, Page 65 thru 95, Oakland County Records, and all applicable laws and ordinances, including construction, installation and maintenance of certain storm water drainage areas, utilities, improvements and grading as shown on the approved final site plan for the Condominium, and installation and maintenance of all approved parks, park improvements, and landscaping, including pathways and access for such purposes, there shall be no disturbance of the Easement Area, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, maintaining any use or development. Grantor and its successors or assigns reserve the right to amend the Final Site Plan to add certain improvements to the Easement Area upon review and approval by the City. Grantor and its successors or assigns reserve the right to mow certain areas of the Easement Area as identified in Exhibit C.

3. All areas identified on Exhibit B as Easement Area shall be forever preserved and maintained, in the condition specifically approved by the City in accordance with the approved final site plan for a Residential Unit Development with respect to the Development.

4. This Open Space Preservation Easement does not grant or convey to City, or any member of the general public, any right of ownership, possession or use of the Easement Areas, except that, upon reasonable written notice to Grantor, City and its authorized employees and agents (collectively, "City's Representatives") may enter upon and inspect the Easement Area to determine whether the Easement Area is being maintained in compliance with the terms of this Open Space Preservation Easement.

5. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Open Space Preservation Easement, and/or in the event of a failure to preserve the Easement Areas in accordance with this Open Space Preservation Easement, the City may serve written notice upon the Grantor setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the Grantor to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation, to enter upon the Easement Area, or cause its agents or contractors to enter upon the Easement Area and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor, and such amount shall constitute a lien on an equal pro rata basis as to all of the units in the Condominium. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each unit, and shall accrue interest and penalties, and shall be collected as, and shall be 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 Grantor, and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

6. This Open Space Preservation Easement has been made and given for a consideration of a value less than One Hundred (\$ 100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MCL 207.526(a), and (ii) exempt from the County Transfer Tax, pursuant to MCL 207.505(a).

7. Grantor shall state, acknowledge and/or disclose the existence of this Open Space Preservation Easement on legal instruments used to convey any interests in the Property.

8. This instrument shall run with the Property and shall be binding upon and inure to the benefit of the Grantor, City, and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, Grantor and City have executed the Open Space Preservation Easement as of the day and year first above set forth.

(signatures on following page)

GRANTOR

Toll Northeast V Corp., a Delaware corporation

By: Keith W. Patton

Name: KEITH W. PATTON

Its: DIRECTOR OF PRODUCTION

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledges before me this 1 day of August, 2023, by Keith Patton, the Director of Production of Toll Northeast V Corp., a Delaware corporation.

MARJORIE J. GOOCH
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF GENESEE
My Commission Expires 3/8/2026
Acting in the County of Oakland

Marjorie J. Gooch
Marjorie J. Gooch
Notary Public
Genesee County, Michigan
My Commission Expires: 3/8/2026

(signatures continue on following page)

CITY

City of Novi,
a Municipal Corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this _____ day of _____,
2023, by _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

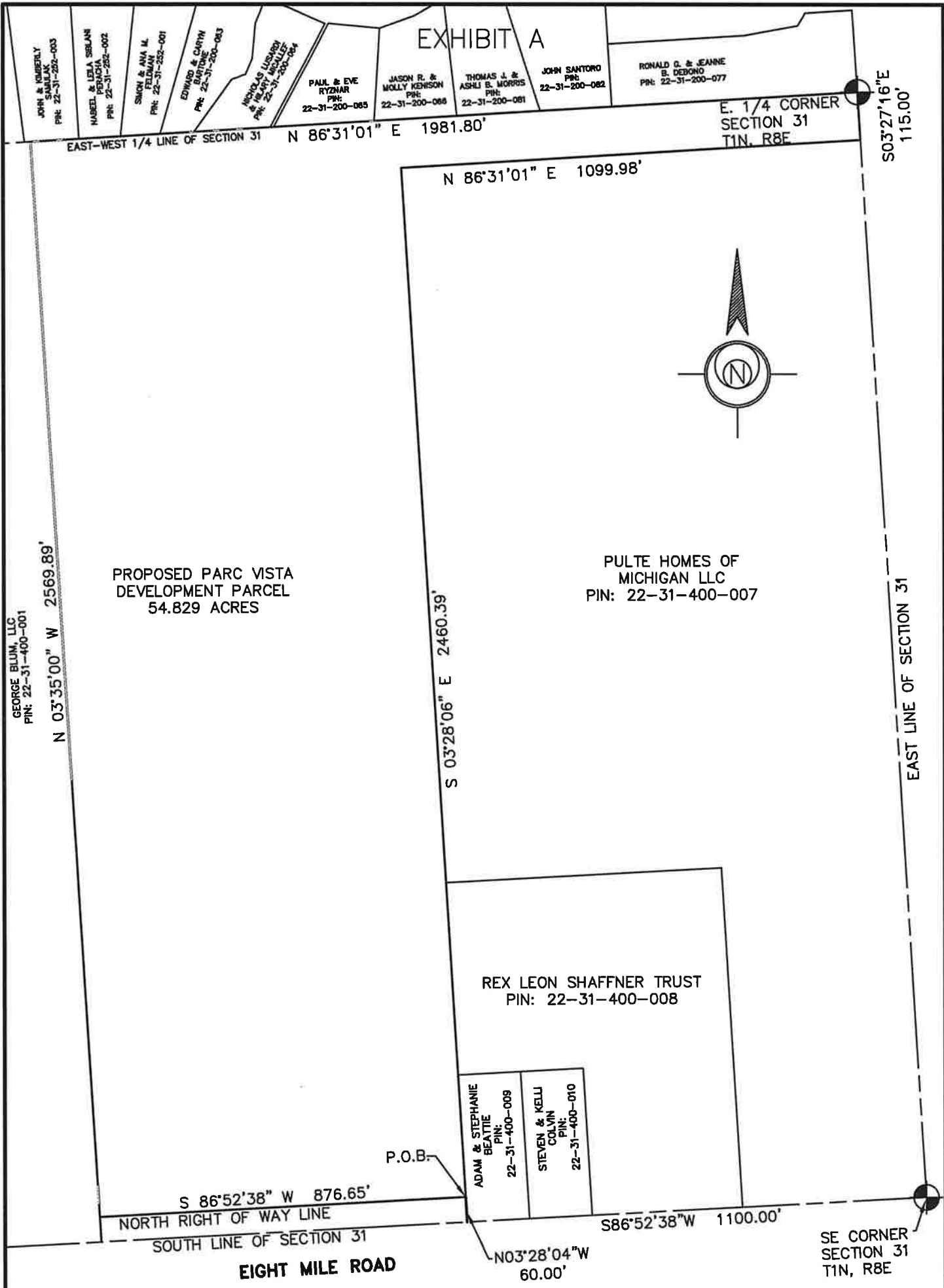
THIS INSTRUMENT DRAFTED BY:

Elizabeth K. Saarela, Esquire
Rosati, Schultz, Joppich & Amtsbuechler, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

WHEN RECORDED RETURN TO:

Courtney Hanson
Clerk-City of Novi
45175 Ten Mile Rd.
Novi, Michigan 48375

EXHIBIT A
Legal Description of Property



PARC VISTA OVERALL SITE EXHIBIT

SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 8
EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



Land Planning
Engineering
Land Surveying

26200 Town Center Court
Suite 200
Novi, Michigan 48375
TEL: (248) 305-4013
FAX: (248) 305-4001

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 300'	DATE: 09 MAR 2023	DWG. 8341-EXHIBITS

EXHIBIT A

LEGAL DESCRIPTION OVERALL PARCEL (BY OTHERS)

DESCRIPTION OF A 54.829 ACRE PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 31, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 31, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S86°52'38"W (RECORDED AS N89°46'33"W AND N89°55'04"W) 1100.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 31, LYING IN EIGHT MILE ROAD (60 FOOT HALF WIDTH); THENCE N03°28'04"W (RECORDED AS N00°15'46"W) 60.00 FEET FOR A PLACE OF BEGINNING; THENCE S86°52'38"W (RECORDED AS N89°55'04"W) 876.65 FEET ALONG THE NORTH RIGHT OF WAY LINE OF SAID EIGHT MILE ROAD; THENCE N03°35'00"W (RECORDED AS N00°22'42"W AND N00°14'04"W) 2569.89 FEET; THENCE N86°31'01"E (RECORDED AS N89°43'21"E AND N89°51'00"E) 1981.80 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 31, ALSO BEING THE SOUTHERLY LINE OF DEER RUN OF NOVI CONDOMINIUM, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1303, AS RECORDED IN LIBER 21978, PAGE 266, OAKLAND COUNTY RECORDS, AND ITS EASTERLY EXTENSION THEREOF; THENCE S03°27'16"E (RECORDED AS S00°07'08"E AND S00°15'06"E) 115.00 FEET ALONG THE EAST LINE OF SAID SECTION 31, LYING IN GARFIELD ROAD (33 FOOT HALF WIDTH); THENCE S86°31'01"W (RECORDED AS S89°51'00"W AND S89°43'21"W) 1099.98 FEET; THENCE S03°28'06"E (RECORDED AS S00°15'46"E AND S00°07'08"E) 2460.39 FEET (RECORDED AS 2460.38 FEET) TO THE PLACE OF BEGINNING, CONTAINING 54.829 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EAST 33 FEET THEREOF AS OCCUPIED BY SAID GARFIELD ROAD, ALSO BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

PARC VISTA
OVERALL PARCEL
EXHIBIT

SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 8
EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



Land Planning
Engineering
Land Surveying

26200 Town Center Court
Suite 200
Novi, Michigan 48375
TEL: (248) 305-4013
FAX: (248) 305-4001

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE:	DATE: 09 MAR 2023	DWG. 8341-EXHIBITS

EXHIBIT B
Legal Description of Easement Area

EXHIBIT B

JOHN & MARIELLY
SANTORO
PIN: 22-31-200-003

HAZEL & LISA SEBASTIAN
PIN: 22-31-200-002

SHAWN & ANA M.
FELDMAN
PIN: 22-31-200-001

EDWARD & CATHY
BARTON
PIN: 22-31-200-003

NICHOLAS LUGARDO
& MELANIE MCULLER
PIN: 22-31-200-004

PAUL & EYE
RYZMAR
PIN: 22-31-200-005

JASON R. &
MOLLY KENISON
PIN: 22-31-200-008

THOMAS J. &
ASHLEY B. MORRIS
PIN: 22-31-200-001

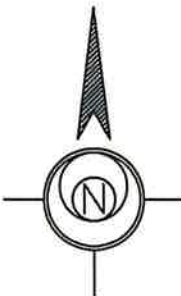
JOHN SANTORO
PIN: 22-31-200-002

RONALD G. & JEANNE
B. DEBONO
PIN: 22-31-200-077

E. 1/4 CORNER
SECTION 31
T1N, R8E

N 86°31'01" E 1981.80'
N 86°31'01" E 1099.98'

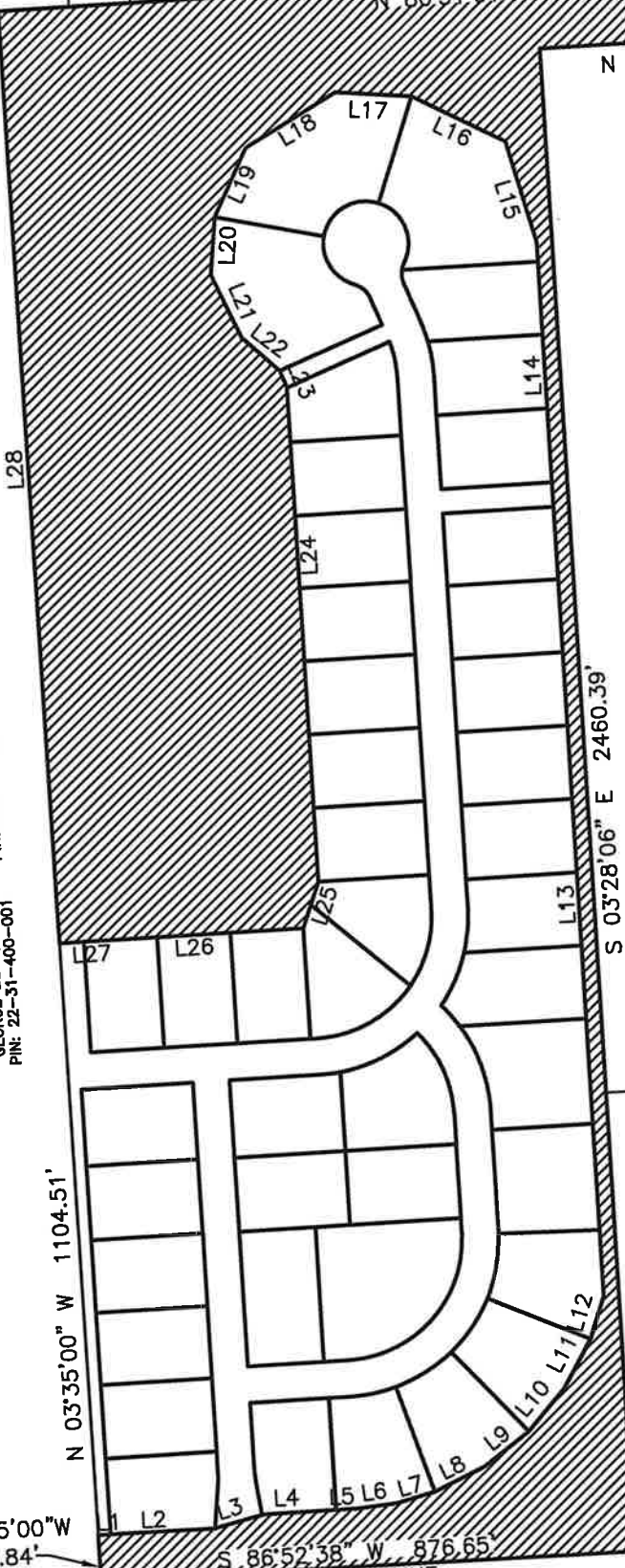
S03°27'16"E
115.00'



PULTE HOMES OF
MICHIGAN LLC
PIN: 22-31-400-007

GEORGE BLUM, LLC
PIN: 22-31-400-001

GEORGE BLUM, LLC
PIN: 22-31-400-001



REX LEON SHAFFNER TRUST
PIN: 22-31-400-008

ADAM & STEPHANIE
BEATTIE
PIN: 22-31-400-009

STEVEN & KELLI
COLVIN
PIN: 22-31-400-010

S86°52'38"W 1976.53'

SE CORNER
SECTION 31
T1N, R8E

PARC VISTA OPEN SPACE EXHIBIT

SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 8
EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



Land Planning
Engineering
Land Surveying

26200 Town Center Court
Suite 200
Novi, Michigan 48375
TEL: (248) 305-4013
FAX: (248) 305-4001

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:

DRAWN: SRB

CHECKED: JIF

SCALE: 1" = 300'

DATE: 09 MAR 2023

DWG. 8341-EXHIBITS

EXHIBIT B

LEGAL DESCRIPTION (OPEN SPACE)

PART OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS COMMENCING AT THE SOUTH EAST 1/4 CORNER OF SAID SECTION 31; THENCE ALONG SAID SECTION LINE S86°52'38"W 1976.53 FEET; THENCE N03°35'00"W 60.00 FEET TO THE NORTH RIGHT OF WAY LINE OF EIGHT MILE ROAD AND THE EASTERLY LINE OF GEORGE BLUM, LLC PIN: 22-31-400-001 AND THE POINT OF BEGINNING: THENCE ALONG SAID LINE N03°35'00"W 74.84 FEET; THENCE N86°25'00"E 20.00 FEET; THENCE N86°52'52"E 170.38 FEET; THENCE N74°12'51"E 82.84 FEET; THENCE N86°32'26"E 120.00 FEET; THENCE N86°32'26"E 34.62 FEET; THENCE N82°17'41"E 65.45 FEET; THENCE N73°48'10"E 65.45 FEET; THENCE N63°35'12"E 91.95 FEET; THENCE N51°38'46"E 91.95 FEET; THENCE N39°42'20"E 91.95 FEET; THENCE N27°45'54"E 91.95 FEET; THENCE N16°56'52"E 74.69 FEET; THENCE N03°28'06"W 1333.51 FEET; THENCE N03°27'29"W 391.57 FEET; THENCE N17°05'19"W 173.99 FEET; THENCE N64°45'26"W 170.34 FEET; THENCE N87°04'27"W 125.00 FEET; THENCE S58°54'32"W 171.74 FEET; THENCE S24°06'38"W 125.00 FEET; THENCE S03°44'12"W 95.83 FEET; THENCE S25°58'50"E 114.55 FEET; THENCE S49°07'01"E 82.12 FEET; THENCE S22°53'34"E 30.00 FEET; THENCE S03°28'06"E 808.26 FEET; THENCE S17°57'11"W 80.49 FEET; THENCE S86°31'56"W 360.00 FEET; THENCE S86°25'00"W 40.34 FEET; THENCE N03°35'00"W 1525.38 FEET TO THE EAST-WEST LINE OF SECTION 31; THENCE ALONG SAID LINE N86°31'01"E 1981.80 FEET TO THE EAST 1/4 CORNER OF SECTION 31; THENCE S03°27'16"E 115.00 FEET TO THE NORTHERLY LINE OF PULTE HOMES OF MICHIGAN, LLC PIN: 22-31-400-007; THENCE ALONG SAID LINE S86°31'01"W 1099.98 FEET TO THE WESTERLY LINE OF PULTE HOMES OF MICHIGAN; THENCE ALONG SAID LINE S03°28'06"E 2460.39 FEET; THENCE S86°52'38"W 876.65 FEET TO THE POINT OF BEGINNING.

PARC VISTA
OPEN SPACE
EXHIBIT

SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



26200 Town Center Court
Suite 200
Novi, Michigan 48375
TEL: (248) 305-4013
FAX: (248) 305-4001

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE:	DATE: 09 MAR 2023	DWG. 8341-EXHIBITS

EXHIBIT C
Legal Description of Mowed Area

EXHIBIT C

JOHN & KIMBERLY
SAMUELSON
PIN: 22-31-202-003

NABEEL & LELA SIBLANI
PERKINS
PIN: 22-31-202-002

SMITH & ANA M.
FROST
PIN: 22-31-202-001

EDWARD & CATHY
BAUTNER
PIN: 22-31-400-003

MICHAEL LUSBY
& ALAN W. WOLLEY
PIN: 22-31-200-004

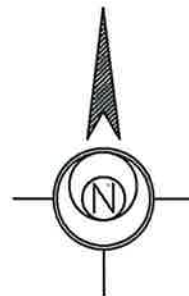
PAUL & EVE
RYZMAR
PIN: 22-31-200-005

JASON R. &
MOLLY KENISON
PIN: 22-31-200-006

THOMAS J. &
ASHLI B. MORRIS
PIN: 22-31-200-001

JOHN SANTORO
PIN: 22-31-200-002

RONALD G. & JEANNE
B. DEBONO
PIN: 22-31-200-077



PULTE HOMES OF
MICHIGAN LLC
PIN: 22-31-400-007

GEORGE BLUM, LLC
PIN: 22-31-400-001

GEORGE BLUM, LLC
PIN: 22-31-400-001

REX LEON SHAFFNER TRUST
PIN: 22-31-400-008

ADAM & STEPHANIE
BEATTIE
PIN: 22-31-400-009

STEVEN & KELLI
COLVIN
PIN: 22-31-400-010

P.O.B.

N03°35'00"W
74.84'

S 86°52'38" W 876.65'
NORTH RIGHT OF WAY LINE

SOUTH LINE OF SECTION 31

EIGHT MILE ROAD

N03°28'04"W
60.00'

S86°52'38"W 1100.00'

SE CORNER
SECTION 31
T1N, R8E

PARC VISTA OPEN SPACE EXHIBIT

SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 8
EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



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CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 300'	DATE: 09 MAR 2023	DWG. 8341-EXHIBITS

EXHIBIT C

LEGAL DESCRIPTION (OPEN SPACE)

PART OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS COMMENCING AT THE SOUTH EAST 1/4 CORNER OF SAID SECTION 31; THENCE ALONG SAID SECTION LINE S86°52'38"W 1100.00 FEET TO THE WESTERLY LINE OF ADAM & STEPHANIE BEATTIE PIN: 22-31-400-009; THENCE ALONG SAID LINE N03°28'04"W 60.00 FEET TO THE NORTH RIGHT OF WAY LINE OF EIGHT MILE ROAD AND THE POINT OF BEGINNING: THENCE ALONG SAID RIGHT OF WAY LINE S86°52'38"W 876.65 FEET; THENCE N03°35'00"W 74.84 FEET; THENCE N86°25'00"E 20.00 FEET; THENCE N86°52'52"E 170.38 FEET; THENCE N74°12'51"E 82.84 FEET; THENCE N86°32'26"E 120.00 FEET; THENCE N86°32'26"E 34.62 FEET; THENCE N82°17'41"E 65.45 FEET; THENCE N73°48'10"E 65.45 FEET; THENCE N63°35'12"E 91.95 FEET; THENCE N51°38'46"E 91.95 FEET; THENCE N39°42'20"E 91.95 FEET; THENCE N27°45'54"E 91.95 FEET; THENCE N86°31'54"E 51.05 FEET TO THE WESTERLY LINE OF ADAM & STEPHANIE BEATTIE PIN: 22-31-400-009; THENCE ALONG SAID LINE S03°28'06"E 350.14 FEET TO THE POINT OF BEGINNING.

PARC VISTA
OPEN SPACE
EXHIBIT

SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 8
EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



Land Planning
Engineering
Land Surveying

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FAX: (248) 305-4001

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE:	DATE: 09 MAR 2023	DWG. 8341-EXHIBITS

ATTORNEYS APPROVAL LETTER

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

August 17, 2023

Barb McBeth, City Planner
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**RE: Parc Vista Condominium JSP 21-47
*Open Space Preservation Easement***

Dear Ms. McBeth:

We have received and reviewed the final executed Open Space Preservation Easement for the Parc Vista Condominium. The Open Space Preservation Easement is for the purpose of preservation of wetland and woodland areas within the Parc Vista Condominium. It allows for the mowing of certain general common elements of the Condominium as described in Exhibit C to the Open Space Preservation Easement consistent with the final approved site plan. Subject to approval of all exhibits by the City Planner and Consulting Engineer, the Open Space Preservation Easement may be placed on an upcoming City Council Agenda for acceptance.

This review is subject to additional comments by City Engineering Division and Planner.

Should you have any questions or concerns relating to the issues set forth above, please feel free to contact me in that regard.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Planner

Barb McBeth, City Planner
City of Novi
August 17, 2023
Page 2

Diana Shanahan, Planning Assistant
Angie Sosnowski, Bond Coordinator
Sarah Marchioni, Community Development Building Project Coordinator
Ben Croy, City Engineer
Rebecca Runkel, Project Engineer
Adam Yako, Project Engineer
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Jan Ziozios, Deputy Assessor
Alyssa Craigie, Administrative Assistant
Scott Hansen, Toll Brothers
Thomas R. Schultz, Esquire

ENGINEERING CONSULTANT'S APPROVAL LETTER

August 7, 2023

Barb McBeth, City Planner
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

Re: Parc Vista - Planning Document Review
Novi # JSP21-0047
SDA Job No. NV23-201
EXHIBITS APPROVED

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on August 3, 2023 against the current submitted plan set. We offer the following comments:

Submitted Documents:

1. Master Deed Exhibit B – (exhibit dated 03/13/2023)
Exhibits Approved.
2. Open Space Preservation Easement – (executed 08/01/2023; exhibit dated 03/09/2023)
Exhibits Approved.

The exhibits do not require further revisions for review. The draft exhibits are approved and ready for execution and City Council acceptance.

Sincerely,

SPALDING DEDECKER



Mike Freckelton, PE
Project Engineer

Cc (via Email): Lindsay Bell, City of Novi
Diana Shanahan, City of Novi
Sarah Marchioni, City of Novi
Adam Yako, City of Novi
Taylor Reynolds, Spalding DeDecker
Ted Meadows, Spalding DeDecker
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler



CITY OF NOVI CITY COUNCIL
SEPTEMBER 25, 2023

SUBJECT: Acceptance of Conservation Easement from Sakura Novi, LLC being offered as a part of JSP 22-09 Sakura Novi, for property located in Section 23, north of Grand River Avenue, south of Eleven Mile Road, and east of Town Center Drive.

SUBMITTING DEPARTMENT: Community Development, Planning

BACKGROUND INFORMATION:

The applicant received site plan approval of a mixed-use development including offices, retail uses, and restaurant spaces. Multifamily residential rental units (132) in 22 townhome buildings will be located on the northern portion of the site with access to Eleven Mile Road.

The Planning Commission recommended approval on July 13, 2022, and the City Council granted approval of the Preliminary Site Plan, Phasing Plan, Wetland Permit, Woodland Permit, and Storm Water Management Plan on August 8, 2022. Final Site Plan approval was granted administratively on August 11, 2023.

The applicant is offering a Conservation Easement for the purpose of protecting Woodlands and Open Space. The subject areas shall be perpetually preserved and maintained in their natural and undeveloped condition, unless authorized by permit from the City. The proposed conservation area is approximately ± 0.19 Acres.

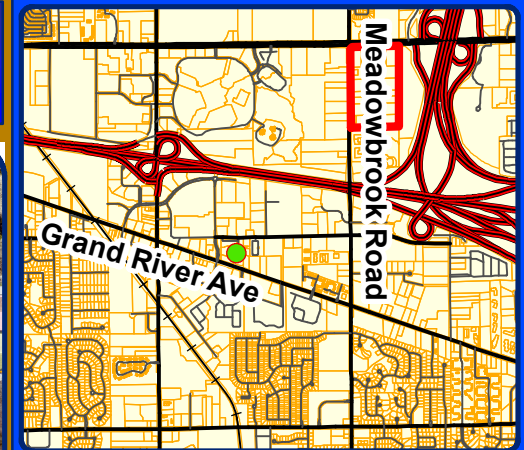
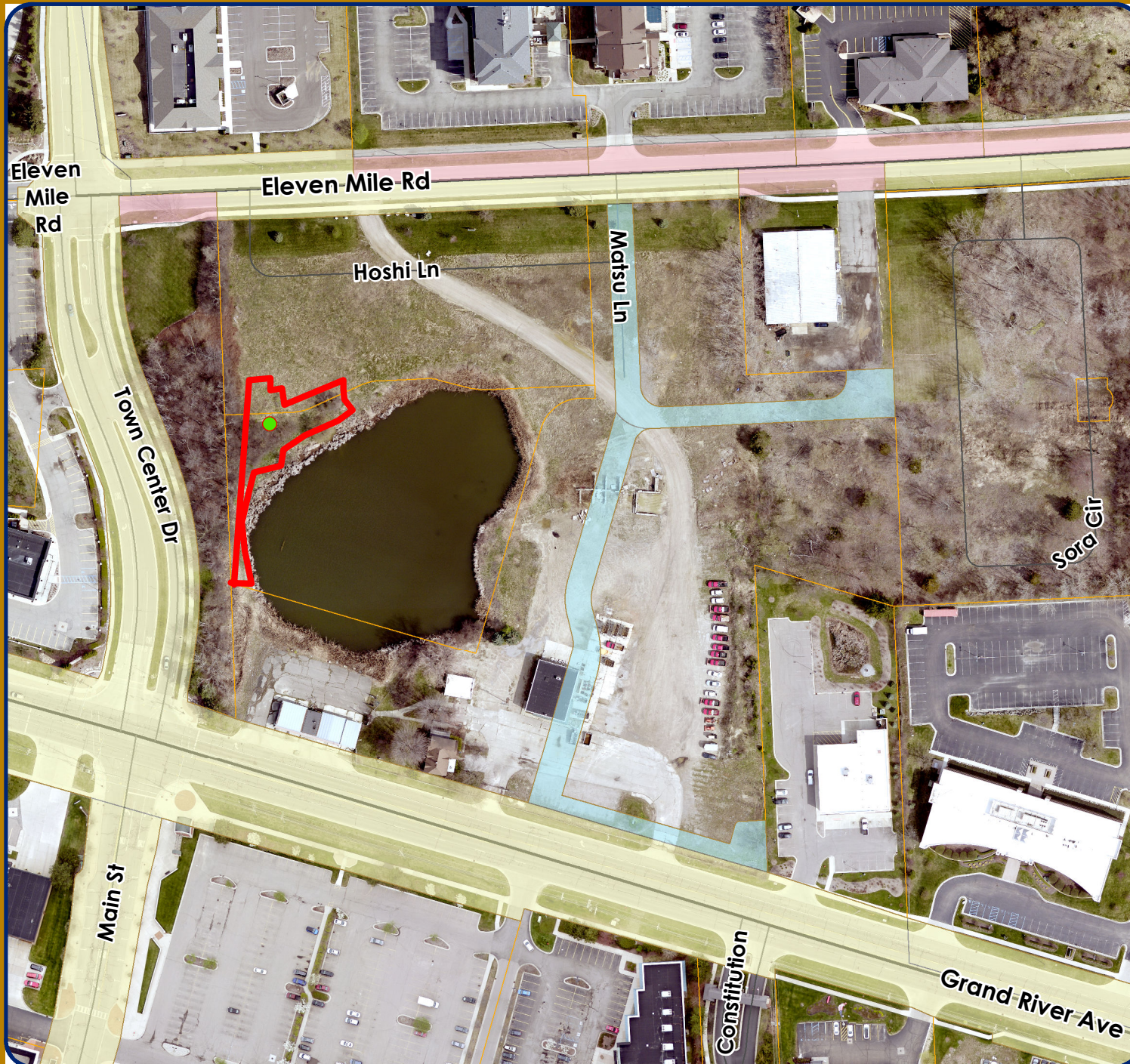
The easement has been reviewed by the City's professional staff and consultants. The easement is in a form acceptable to the City Attorney's office for acceptance by the City Council.

RECOMMENDED ACTION: Acceptance of Conservation Easement from Sakura Novi, LLC being offered as a part of JSP 22-09 Sakura Novi, for property located in Section 23, north of Grand River Avenue, south of Eleven Mile Road, and east of Town Center Drive.

MAP
Location Map with
Conservation Easement Areas

Sakura Open Space & Woodland Conservation Easement

LOCATION



LEGEND

 Easement Area

Right of Way

-  Dedicated
-  Highway Easement
-  Prescriptive
-  Private

City of Novi

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

Map Author: Heather Zeigler

Date: 9/11/2023

Project: TOWNES OF MAIN STREET

Version #: 1

0 37.5 75 150 225 Feet

1 inch = 170 feet



MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

EXECUTED CONSERVATION EASEMENT

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this ____ day of _____, 2023, by and between Sakura Novi Residential, LLC, a Michigan limited liability company, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301 and Sakura Novi, LLC, a Michigan limited liability company, whose address is 350 N. Old Woodward Avenue, Suite 300, Birmingham, Michigan 48009 (collectively, hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 West Ten Mile Road, Novi, Michigan, 48375, (hereinafter the "Grantee").

RECITATIONS:

A. Each Grantor owns a portion of a certain parcel of land situated in Section 23 of the City of Novi, Oakland County, Michigan, described in Exhibit A as "Parent Parcel", and depicted in Exhibit B attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for construction of a commercial development on the Property, subject to provision of an appropriate easement to permanently protect the woodlands and open space thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The Conservation Easement Area (the "Easement Area") situated on the Property are more particularly described in Exhibit A and depicted in Exhibit B attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$ 1.00), in hand paid, the receipt and adequacy of which are hereby acknowledged, Grantor hereby reserves, conveys and grants the following Conservation Easement, which shall be binding upon the Grantor, and the City, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, Grantor and purchasers of the property and their respective heirs, successors, assigns and/or transferees. This Conservation Easement is dedicated pursuant to subpart 11 of part 21 of the Natural Resources and Environmental Protection Act being MCL 324.2140, et. Seq., upon the terms and conditions set forth herein as follows:

1. The purpose of this Conservation Easement is to protect the woodlands and open space, as described in Exhibit A attached as "Conservation Easement" and depicted in Exhibit B attached hereto and made a part hereof. The subject area shall be perpetually preserved and maintained, in its natural and undeveloped condition, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environment, Great Lakes & Energy and the appropriate federal agency.

2. Except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of the Easement Area, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, maintaining any use or development in the Easement Area.

3. No grass or other vegetation shall be planted in the Easement Area with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.

4. The area identified on Exhibit B as Conservation Easement shall be forever reserved and preserved, in the condition specifically approved by the City in accordance with applicable laws and ordinances.

5. This Conservation Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Easement Area, except that, upon reasonable written notice to Grantor, Grantee and its authorized employees and agents (collectively, "Grantee's Representatives") may enter upon and inspect the Easement Area to determine whether the Easement Area is being maintained in compliance with the terms of this Conservation Easement.

6. In the event that either Grantor shall at any time fail to carry out the responsibilities specified within this Document, and/or in the event of a failure to preserve and/or maintain the Conservation Area in reasonable order and condition, the City may serve written notice upon the Grantor setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the Grantor to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation, to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor, and such amount shall constitute a lien on an equal pro rata basis as to all of the lots on the property. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, and shall accrue interest and penalties, and shall be collected as, and shall be 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 Grantor, and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

7. Within 90 days after the Conservation Easement shall have been recorded, Grantor at its sole expense, shall place such signs, defining the boundaries of the Easement Area and, describing its protected purpose, as indicated herein.

8. This Conservation Easement has been made and given for a consideration of a value less than One Hundred (\$100.00) Dollars, and, accordingly, is (i) exempt from the State

Transfer Tax, pursuant to MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).

9. Grantor shall state, acknowledge and/or disclose the existence of this Conservation Easement on legal instruments used to convey an interest in the property.

10. The property will be established as a condominium by the recording of a Master Deed that includes the Property and upon such event, the obligations of the Grantor set forth in paragraph 6 shall automatically transfer to the association established to administer the condominium.

IN WITNESS WHEREOF, Grantor and Grantee have executed the Conservation Easement as of the day and year first above set forth.

*If applicable to the particular development. If not, remove.

(Grantor)

SAKURA NOVI RESIDENTIAL, LLC,
a Michigan limited liability company

By: Robertson Brothers Co.,
a Michigan corporation, Manager

By: 
Darian L. Neubecker,
Its: Chief Operating Officer

AND BY:

AIKENS SAKURA RESIDENTIAL, LLC,
a Michigan limited liability company,
Member

By: _____
G. Scott Aikens,
Its: Authorized Signatory

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me in Oakland County, Michigan this 3 day of August, 2023 by Darian L. Neubecker, the Chief Operating Officer of Robertson Brothers Co., a Michigan corporation, Manager, of **SAKURA NOVI RESIDENTIAL, LLC**, a Michigan limited liability company, on behalf of the corporation and company.



Nicole L. Burchard
_____, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: Apr 3, 2028

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me in Oakland County, Michigan this _____ day of _____, 2023 by G Scott Aikens, Authorized Signatory for Aikens Sakura Residential, LLC, a Michigan limited liability company, Member of **SAKURA NOVI RESIDENTIAL, LLC**, a Michigan limited liability company, on behalf of the company.

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

Transfer Tax, pursuant to MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).

9. Grantor shall state, acknowledge and/or disclose the existence of this Conservation Easement on legal instruments used to convey an interest in the property.

10. The property will be established as a condominium by the recording of a Master Deed that includes the Property and upon such event, the obligations of the Grantor set forth in paragraph 6 shall automatically transfer to the association established to administer the condominium.

IN WITNESS WHEREOF, Grantor and Grantee have executed the Conservation Easement as of the day and year first above set forth.

*If applicable to the particular development. If not, remove.

(Grantor)

SAKURA NOVI RESIDENTIAL, LLC,
a Michigan limited liability company

By: Robertson Brothers Co.,
a Michigan corporation, Manager

By: _____
Darian L. Neubecker,
Its: Chief Operating Officer

AND BY:

AIKENS SAKURA RESIDENTIAL, LLC,
a Michigan limited liability company,
Member

By:  _____
G. Scott Aikens,
Its: Authorized Signatory

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

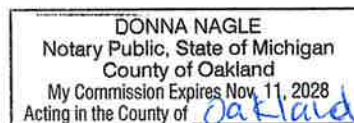
The foregoing instrument was acknowledged before me in Oakland County, Michigan this _____ day of _____, 2023 by Darian L. Neubecker, the Chief Operating Officer of Robertson Brothers Co., a Michigan corporation, Manager, of **SAKURA NOVI RESIDENTIAL, LLC**, a Michigan limited liability company, on behalf of the corporation and company.

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

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me in Oakland County, Michigan this 3rd day of August, 2023 by G Scott Aikens, Authorized Signatory for Aikens Sakura Residential, LLC, a Michigan limited liability company, Member of **SAKURA NOVI RESIDENTIAL, LLC**, a Michigan limited liability company, on behalf of the company.

Donna Nagle
_____, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 11/11/28



SAKURA NOVI, LLC,
a Michigan limited liability company

By: 
G. Scott Aikens, Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument is acknowledged before me in Oakland County, Michigan this 3RD day of August, 2023 by G. Scott Aikens, Manager of Sakura Novi, LLC, a Michigan limited liability company, on behalf of the company.


Oakland, Notary Public
County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 11/11/28



(Grantee)
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 _____, 2023, by, _____, on behalf of the City of Novi, a Municipal Corporation.

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

Drafted By:

Elizabeth M. Kudla
30903 Northwestern Highway P.O. Box
3040
Farmington Hills, MI 48333-3040

After Recorded Return to:

Cortney Hanson, City Clerk, City of Novi

45175 Ten Mile Road

Novi, Michigan 48375-3024

EXHIBIT A CONSERVATION EASEMENT

PARENT PARCEL ID 22-23-126-018

A PARCEL OF LAND IN A PART OF THE NORTH 1/2 OF SECTION 23, T. 01 N, R. 08 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 23, T. 01 N, R. 08 EAST, THENCE ALONG THE NORTH LINE OF SAID SECTION 23 N88°24'51"E 264.75 FEET; THENCE S01°27'28"E 35.00 FEET TO THE POINT OF BEGINNING; THENCE S01°27'28"E, 491.50 FEET; THENCE S89°26'20"W, 403.87 FEET; THENCE N71°19'30"W, 170.45 FEET; THENCE S00°17'20"E 361.42 FEET TO THE NORTH LINE OF GRAND RIVER AVE. (60 FEET WIDE NORTHERLY HALF); THENCE ALONG SAID NORTH LINE N71°44'00"W, 649.31 FEET; THENCE N00°00'00"E 584.46 FEET TO THE SOUTH LINE OF 11 MILE ROAD (35 FEET WIDE SOUTH HALF); THENCE ALONG SAID SOUTH LINE N89°34'00"E 612.61 FEET ; THENCE S00°17'20"E, 208.00 FEET; THENCE N89°34'00"E, 172.00 FEET; THENCE N00°17'20"W, 208.00 FEET TO THE SOUTH LINE OF SAID 11 MILE ROAD; THENCE ALONG SAID SOUTH LINE N89°34'00"E, 118.09 FEET AND N88°24'51"E, 265.02 FEET TO THE POINT OF BEGINNING.

CONSERVATION EASEMENT

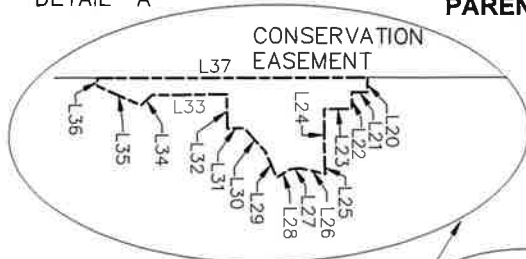
LAND IN A PART OF THE NORTH 1/2 OF SECTION 23, T. 01 N, R. 08 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 23, T. 01 N, R. 08 EAST, THENCE ALONG THE NORTH LINE OF SAID SECTION 23 N88°24'51"E 264.75 FEET; THENCE S01°27'28"E 35.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 11 MILE ROAD; THENCE ALONG SAID SOUTH LINE S88°24'51"W, 265.02 FEET AND S89°34'00"W, 118.09 FEET; THENCE S00°17'20"E, 208.00 FEET; THENCE S89°34'00"W 172.00 FEET; THENCE N00°17'20"W, 208.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 11 MILE ROAD; THENCE ALONG SAID SOUTH LINE S89°34'00"W 612.61 FEET; THENCE S00°00'00"E 207.49 FEET TO THE POINT OF BEGINNING OF A CONSERVATION EASEMENT; THENCE S89°43'11"E, 13.03 FEET; THENCE S00°26'00"E, 13.52 FEET; THENCE N90°00'00"E, 14.50 FEET; THENCE S00°00'00"E, 24.28 FEET; THENCE N89°36'25"E, 46.00 FEET; THENCE N85°42'34"E, 11.16 FEET; THENCE S13°37'44"W, 22.39 FEET; THENCE S08°26'45"E, 8.74 FEET; THENCE S31°28'27"E, 13.37 FEET; THENCE S66°08'12"W, 25.07 FEET; THENCE S48°22'48"W, 27.49 FEET; THENCE S00°25'59"E, 14.90 FEET; THENCE S89°34'01"W, 29.78 FEET; THENCE S00°25'59"E, 65.55 FEET; THENCE S41°42'36"E, 13.53 FEET; THENCE S23°58'35"W, 41.96 FEET; THENCE N90°00'00"W, 7.06 FEET; THENCE N00°00'00"E, 236.03 FEET TO THE POINT OF BEGINNING, CONTAINING ±0.19 ACRES.

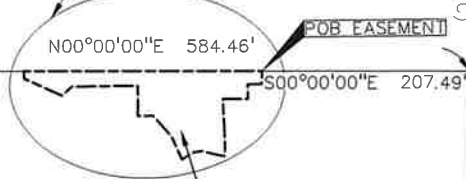
LINE TABLE FOR CONSERVATION EASEMENT					
Line #	Direction	Length	Line #	Direction	Length
L20	S89°43'11"E	13.03'	L29	S66°08'12"W	25.07'
L21	S00°26'00"E	13.52'	L30	S48°22'48"W	27.49'
L22	N90°00'00"E	14.50'	L31	S00°25'59"E	14.90'
L23	S00°00'00"E	24.28'	L32	S89°34'01"W	29.78'
L24	N89°36'25"E	46.00'	L33	S00°25'59"E	65.55'
L25	N85°42'34"E	11.16'	L34	S41°42'36"E	13.53'
L26	S13°37'44"W	22.39'	L35	S23°58'35"W	41.96'
L27	S08°26'45"E	8.74'	L36	N90°00'00"W	7.06'
L28	S31°28'27"E	13.37'	L37	N00°00'00"E	236.03'

EXHIBIT B CONSERVATION EASEMENT PARENT PARCEL

DETAIL "A"



DETAIL "A"



GRAND RIVER AVE (US-16)
(60 feet wide-Northerly Half)
CENTERLINE OF GRAND RIVER AVE.
N71°44'00"W 649.31'

CONSERVATION
EASEMENT

PARENT PARCEL
ID 22-23-126-018

NORTHWEST
CORNER SECTION
23, T.1N., R.8E.
FOUND BRASS
REMON CAP 17642
IN MON BOX

NW CORNER OF
THE E 1/2 OF
THE NW 1/4,
SECTION 23
(CALCULATED
1/16TH CORNER)

11 MILE ROAD
(35' SOUTH 1/2 WIDTH)

NORTH 1/4
CORNER SECTION
23, T.1N., R.8E.
FOUND BRASS
REMON CAP 24598
IN MON BOX

LEGEND:

SECTION CORNER

VICINITY MAP



**SAKURA NOVI
RESIDENTIAL, LLC**
6905 Telegraph Rd., Suite 200
Bloomfield, Michigan 48301



0 75 150
SCALE: 1" = 150'

NE CORNER SECTION 23,
T.1N., R.8E. FOUND
BRASS REMON CAP
#24598 IN MON BOX

SHEET 2 OF 2
APRIL 13, 2023
2018-0033

**PEA
GROUP**

I: 644.613.2949
www.peagroup.com

ATTORNEYS APPROVAL LETTER

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

September 1, 2023

Barb McBeth, City Planner
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**RE: Sakura Novi JSP 22-09
Conservation Easement**

Dear Ms. McBeth:

We have received and reviewed the final executed Conservation Easement and a title search for woodlands and open space for the Sakura Novi Development. The Conservation Easement is in the City's standard format to preserve open space and replacement trees within the development. The Conservation Easement exhibits have been reviewed and approved by the City's Consulting Engineer. The Conservation Easement may be placed on an upcoming City Council Agenda for approval and recording.

This review is subject to additional comments by City Engineering Division and Planner.

Should you have any questions or concerns relating to the issues set forth above, please feel free to contact me in that regard.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Ian Hogg, Planner

Barb McBeth, City Planner
City of Novi
September 1, 2023
Page 2

Heather Ziegler, Planner
James Hill, Planner
Diana Shanahan, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Ben Croy, City Engineer
Rebecca Runkel, Project Engineer
Adam Yako, Project Engineer
Humna Anjum, Project Engineer
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Scott Aikens, Sakura Novi, LLC
Thomas R. Schultz, Esquire

ENGINEERING CONSULTANT'S APPROVAL LETTER

August 21, 2023

Barb McBeth, City Planner
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

Re: Sakura - Planning Document Review
Novi # JSP22-0009
SDA Job No. NV23-205
EXHIBITS APPROVED

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on August 11, 2023 against the current submitted plan set. We offer the following comments:

Submitted Documents:

1. Conservation Easement – (executed 08/03/2023, exhibit dated 04/13/2023)
Exhibits Approved.

The exhibits do not require further revisions for review. The draft exhibits are approved and ready for execution and City Council acceptance.

Sincerely,

SPALDING DEDECKER



Mike Freckelton, PE
Project Engineer

Cc (via Email): Lindsay Bell, City of Novi
Diana Shanahan, City of Novi
Sarah Marchioni, City of Novi
Adam Yako, City of Novi
Taylor Reynolds, Spalding DeDecker
Ted Meadows, Spalding DeDecker
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler



CITY OF NOVI CITY COUNCIL
SEPTEMBER 25, 2023

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from BC Novaplex LLC LLC for Innova Apartments located north of Twelve Mile Road and west of Haggerty Road (parcel 50-22-12-400-066).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

The developer of Innova Apartments, BC Novaplex LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project.

The SDFMEA is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system.

The on-site storm water maintenance system was inspected by Spalding DeDecker, attached is the inspection approval letter dated December 21, 2022. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, December 15, 2022) and the City Engineering consultant (Spalding DeDecker, December 15, 2022), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from BC Novaplex LLC LLC for Innova Apartments located north of Twelve Mile Road and west of Haggerty Road (parcel 50-22-12-400-066).

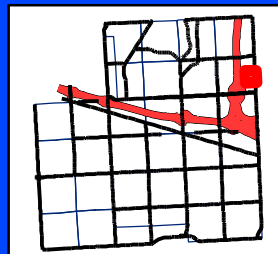
Innova Apartments SDFMEA

Location Map

Innova Apartments - Located West of Haggety Road
22-12-400-066

Legend

- Major Roads
- Minor Roads
- Project location



City of Novi

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

Feet
0 45 90 180 270
1 inch = 212 feet



Map Author: Humna Anjum
Date: 9/6/2023
Project: Innova Apartments
Version: 1.0

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

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

December 15, 2022

Ben Croy, City Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

RE: Innova Apartments JSP19-24
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Croy:

We have received and reviewed the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Innova Apartments development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The City's Consulting Engineer has reviewed and approved the attached exhibits. The Agreement appears to be in order and 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. We will forward the original to the City Clerk's office upon receipt.

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 (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Christian Carroll, (w/Enclosures)
Ben Peacock, Planner (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Adam Chludzinski, Project Engineer (w/Enclosures)
Rebecca Runkel, Project Engineer (w/Enclosures)
Humna Anjum, Project Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Alyssa Craigie, Administrative Assistant (w/Enclosures)
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosures)
Zachary Weiss, Beztak Companies (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 13th day of December, 2022, by and between BC Novaplex L.L.C., a Delaware limited liability company, whose address is 31731 Northwestern Highway, Suite 250W, Farmington Hills, Michigan 48334 (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 _ 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 multi-family development on the Property.
- B. The multi-family 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 Detention/Sedimentation Basin 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.

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

OWNER

BC Novaplex L.L.C., a Delaware limited liability company

By: Oakland Management Corp., a Michigan corporation

Its: Manager

By: 
Samuel M. Beznos

Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 13th day of December, 2022, by Samuel M. Beznos, the President of Oakland Management Corp., a Michigan corporation, the manager of BC Novaplex L.L.C., a Delaware limited liability company, on behalf of the entity.


Notary Public
Acting in Oakland County, Michigan
My Commission Expires: Jan. 18, 2027



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 _____ 201__, by, _____, on behalf of the City of Novi, a Municipal Corporation.

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

Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331	And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375
--	---

CONSENT TO STORM DRAINAGE MAINTENANCE EASEMENT

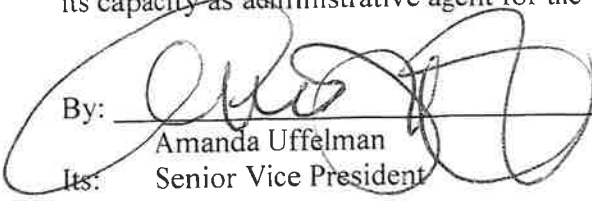
As the Mortgagee under that certain Construction Mortgage dated September 30, 2022, by **BC NOVAPLEX**, a Delaware limited liability company ("Mortgagor"), located at 31731 Northwestern Highway, Suite 250, Troy, Michigan 48084, to **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association, its successors and/or assigns, in its capacity as administrative agent for the Lenders (as defined in the Mortgage) ("Mortgagee"), located at 555 South Old Woodward, Suite 604, Birmingham, Michigan 48009, and recorded October 7, 2022, in Liber 58174, page 361, Oakland County, Michigan Register of Deeds (as amended, the "Mortgage"), Mortgagee hereby evidences its acknowledgment and consent to the grant, conveyance, existence and recordation of Storm Drainage Maintenance Easement, by Mortgagor in favor of the City of Novi, to which this Consent is attached, as described in **Exhibit A** attached hereto, which easement is hereby acknowledged and agreed to be superior to the interest of Mortgagee and shall bind Mortgagee and the heirs, successors and assigns of Mortgagee.

IN WITNESS WHEREOF, Mortgagee has executed this Consent as of October 18, 2022.

[Signature on following page]

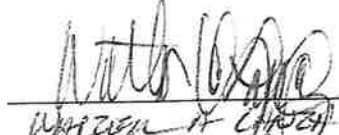
Mortgagee:

**ASSOCIATED BANK, NATIONAL
ASSOCIATION**, a national banking association, in
its capacity as administrative agent for the Lenders

By: 
Amanda Uffelman
Its: Senior Vice President

STATE OF MICHIGAN
COUNTY OF DALLAND

The foregoing instrument was acknowledged before me on October 18, 2022, by Amanda Uffelman, a Senior Vice President of ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as administrative agent for the Lenders, on behalf of said entity.


Notary Public, SENIOR County, STATE OF MICHIGAN
Acting in DALLAND County, STATE OF MICHIGAN
My Commission Expires: 09/19/2026

DRAFTED BY:

David C. Bosman
Bodman PLC
Suite 500
201 W. Big Beaver Road
Troy, Michigan 48084
(248) 743-6037

WHEN RECORDED RETURN TO:

Amber Paul
Bodman PLC
Suite 500
201 W. Big Beaver Road
Troy, Michigan 48084

EXHIBIT A

LEGAL DESCRIPTION:

(Per PEA Group)

STORMWATER MANAGEMENT EASEMENT "A"

A stormwater management easement over part of the Northeast 1/4 of the Southeast 1/4 of Section 12, Town 1 North, Range 8 East, Township of Novi, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the East 1/4 Corner of said Section 12; thence SOUTH 697.70 feet along the East line of Section 12; thence S89°11'20"W, 60.01 feet to the west line of Haggerty Road (proposed 60 foot half width); thence along said west line, N00°00'00"E, 57.66 feet to the POINT OF BEGINNING;

thence N90°00'00"W, 132.85 feet;

thence N00°48'40"W, 244.18 feet;

thence N89°11'20"E, 136.32 feet to the aforementioned west line of Haggerty Road;

thence along said west line, S00°00'00"E, 246.08 feet to the POINT OF BEGINNING.

Containing 0.76 acres of land, more or less.

LEGAL DESCRIPTION:

(Per PEA Group)

STORMWATER MANAGEMENT EASEMENT "B"

A stormwater management easement over part of the Northeast 1/4 of the Southeast 1/4 of Section 12, Town 1 North, Range 8 East, Township of Novi, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the East 1/4 Corner of said Section 12; thence along the east-west 1/4 line of said section, S89°11'20"W, 60.01 feet to the west line of Haggerty Road (proposed 60 foot half width) and the POINT OF BEGINNING;

thence along said west line, S00°00'00"E, 316.55 feet;

thence S89°11'20"W, 137.41 feet;

thence N00°48'40"W, 316.52 feet to the aforementioned east-west 1/4 line of said section;

thence along said east-west line, N89°11'20"E, 141.89 feet to the aforementioned west line of Haggerty Road and the POINT OF BEGINNING;

Containing 1.01 acres of land, more or less.

EXHIBIT A SKETCH OF PARCEL

HAGGERTY ROAD
(PR-60' 1/2 WIDTH - PUBLIC)

EAST 1/4
CORNER
SECTION 12
T1N, R8E

SOUTHEAST
CORNER
SECTION 12
T1N, R8E

SOUTH 697.70' PR-60' R.O.W./WEST LINE
OF HAGGERTY ROAD

S89°11'20"W
60.01'

P.O.B. OVERALL

PARCEL ID
22-12-200-026

PARCEL ID
22-12-400-012

N89°11'20"E 1314.33'

S89°11'20"W 1313.44'

OVERALL PARCEL
(±21.04 ACRES)

PART OF PARCELS
22-12-400-009,
400-010 & 400-011

EAST-WEST 1/4
LINE SECTION 12

PARCEL ID
22-12-
200-002

N00°04'21"W 697.69'

PARCEL ID
22-12-400-023

CENTER OF
SECTION 12
T1N, R8E

CLIENT
BEZTAK COMPANIES
31731 NORTHWESTERN HWY,
SUITE 250W
FARMINGTON HILLS, MI 48334

0 75 150
SCALE: 1" = 150'

SHEET 1 OF 2
MARCH 19, 2021
2015-298

PEA
GROUP

t: 844.813.2949
www.peagroup.com

8-HH00ECTS201602102UNBLTAKNOMI-SAS SURVEY-OLTP1AKRBNOWM16021811-SI-MANAGEMENT.dwg:EH

LEGAL DESCRIPTION

LEGAL DESCRIPTION:
(Per PEA Group)

OVERALL PARCEL

Part of the Northeast 1/4 of the Southeast 1/4 of Section 12, Town 1 North, Range 8 East, Township of Novi, Oakland County, Michigan being more particularly described as:

Commencing at the East 1/4 Corner of said Section 12; thence SOUTH, 697.70 feet along the East line of Section 12; thence S89°11'20"W, 60.01 feet to the west line of Haggerty Road (proposed 60 foot half width) and the POINT OF BEGINNING; thence continuing S89°11'20"W, 1313.44 feet; thence N00°04'21"W, 697.69 feet to the east-west 1/4 line of said section; thence along said east-west 1/4 line, N89°11'20"E, 1314.33 feet to the aforementioned west line of Haggerty Road; thence along said west line, SOUTH 697.70 feet to the POINT OF BEGINNING.

Containing 21.04 acres of land more or less.

CLIENT
BEZTAK COMPANIES
31731 NORTHWESTERN HWY,
SUITE 250W
FARMINGTON HILLS, MI 48334

SHEET 2 OF 2
MARCH 19, 2021
2015-298

PEA
GROUP

t: 844.813.2949
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Exhibit B

Storm drainage Facility Maintenance Easement Agreement					
			Annual Estimated Cost for		Maintenance
			& Repairs		
<u>Storm Water Facility</u>	<u>Maintenance Action</u>	<u>Corrective Action</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Storm Sewer/Open Channels 2015-298	After each storm that meets or exceeds a 10-year storm event, check for piping around culverts or erosion adjacent to culverts. Ensure culverts are not collapsed or clogged.	Implement energy dissipation measures as necessary to prevent erosion. Remove sediment and debris from channels and culverts. Replace collapsed culverts.	\$150	\$158	\$166
Detention Basin	Regularly mow buffer strips. If buffer is a lawn, mow frequently. Remove sediment every five to ten years or as necessary. Remove debris & excessive algae. Check for eroded basin banks.	Implement soil stabilization measures to stop erosion of banks. Repair eroded banks.	\$300	\$315	\$331
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures as necessary to prevent erosion.	\$250	\$263	\$276
Retaining Walls	Once a year, visually inspect walls around the detention basins. Check walls for cracking, seepage, or mechanical damage.	Inform structural engineer of any structural damage. Repair wall, as necessary	\$300	\$315	\$331
Total:			\$1,000	\$1,051	\$1,104

EXHIBIT C
INGRESS/EGRESS EASEMENT AREA

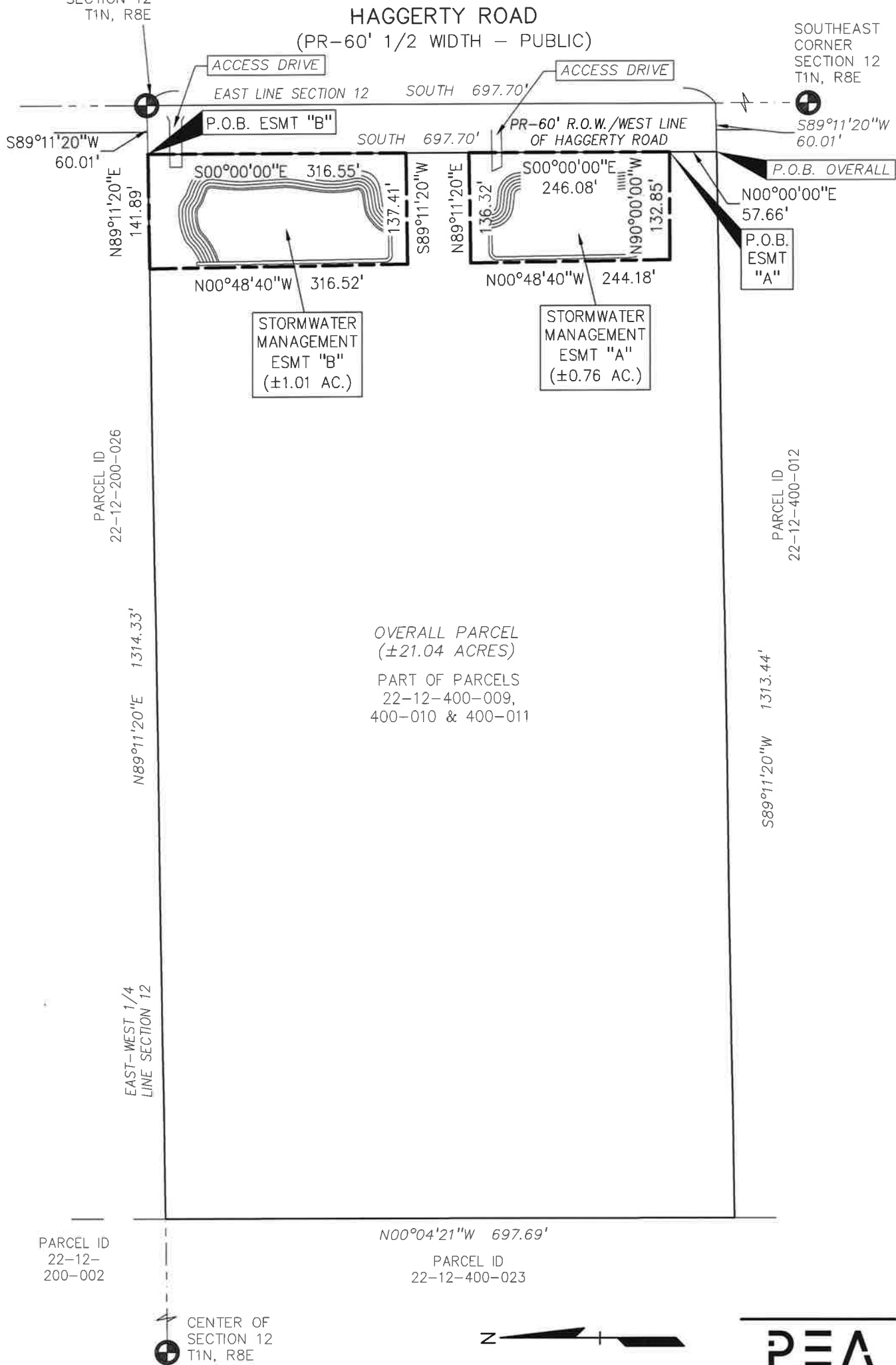
Not applicable. An ingress/egress easement is not warranted for the Innova Apartments project. Access to both detention basins is provided directly from Haggerty Road which is a public right-of-way. Refer to Exhibit D for location of detention pond area with respect to Haggerty Road.

CLIENT
BEZTAK COMPANIES
31731 NORTHWESTERN HWY,
SUITE 250W
FARMINGTON HILLS, MI 48334

SHEET 1 OF 1
AUGUST 31, 2022
2015-298

PEA
GROUP
t: 844.813.2949
www.peagroup.com

EXHIBIT D
SKETCH OF STORMWATER
MANAGEMENT EASEMENTS



CLIENT
BEZTAK COMPANIES
31731 NORTHWESTERN HWY,
SUITE 250W
FARMINGTON HILLS, MI 48334

0 75 150
SCALE: 1" = 150'

SHEET 1 OF 2
MARCH 19, 2021
2015-298

PEA GROUP

t: 844.813.2949
www.peagroup.com

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION:
(Per PEA Group)

STORMWATER MANAGEMENT EASEMENT "A"

A stormwater management easement over part of the Northeast 1/4 of the Southeast 1/4 of Section 12, Town 1 North, Range 8 East, Township of Novi, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the East 1/4 Corner of said Section 12; thence SOUTH 697.70 feet along the East line of Section 12; thence S89°11'20"W, 60.01 feet to the west line of Haggerty Road (proposed 60 foot half width); thence along said west line, N00°00'00"E, 57.66 feet to the POINT OF BEGINNING;

thence N90°00'00"W, 132.85 feet;
thence N00°48'40"W, 244.18 feet;
thence N89°11'20"E, 136.32 feet to the aforementioned west line of Haggerty Road;
thence along said west line, S00°00'00"E, 246.08 feet to the POINT OF BEGINNING.
Containing 0.76 acres of land, more or less.

LEGAL DESCRIPTION:
(Per PEA Group)

STORMWATER MANAGEMENT EASEMENT "B"

A stormwater management easement over part of the Northeast 1/4 of the Southeast 1/4 of Section 12, Town 1 North, Range 8 East, Township of Novi, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the East 1/4 Corner of said Section 12; thence along the east–west 1/4 line of said section, S89°11'20"W, 60.01 feet to the west line of Haggerty Road (proposed 60 foot half width) and the POINT OF BEGINNING;
thence along said west line, S00°00'00"E, 316.55 feet;
thence S89°11'20"W, 137.41 feet;
thence N00°48'40"W, 316.52 feet to the aforementioned east–west 1/4 line of said section;
thence along said east–west line, N89°11'20"E, 141.89 feet to the aforementioned west line of Haggerty Road and the POINT OF BEGINNING;
Containing 1.01 acres of land, more or less.

CLIENT
BEZTAK COMPANIES
31731 NORTHWESTERN HWY,
SUITE 250W
FARMINGTON HILLS, MI 48334

SHEET 2 OF 2
MARCH 19, 2021
2015-298

PEA
GROUP

t: 844.813.2949
www.peagroup.com

May 10, 2023

Ben Croy
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Innova Apartments - Acceptance Documents Review
Novi # JSP19-0024
SDA Job No. NV21-210
INITIAL DOCUMENTS APPROVED
FINAL DOCUMENTS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on November 18, 2022 against the Final Site Plan (Stamping Set) approved on October 13, 2022. We offer the following comments:

Initial Acceptance Documents:

1. On-Site Water System Easement
(executed 10/25/2022: exhibit dated 10/18/2022)
Legal Description Approved
2. On-Site Sanitary Sewer Easement
(executed 10/25/2022: exhibit dated 03/19/2021)
Exhibit Approved
3. Sanitary Sewer Manhole Access Easement
(executed 10/25/2022: exhibit dated 05/06/2021)
Exhibit Approved
4. Storm Drainage Facility / Maintenance Easement Agreement
(executed 10/25/2022: exhibit dated 03/19/2021)
Exhibits Approved
Exhibit should be provided using the format of the attached example.
5. Emergency Cross Access Easement
(executed 10/25/2022: exhibit dated 03/10/2022)
Exhibit Approved

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.

6. Bills of Sale: Sanitary Sewer System and Water Supply System
SUPPLIED – APPROVED.

7. Full Unconditional Waivers of Lien from contractors installing public utilities
SUPPLIED – APPROVED.
8. Sworn Statement signed by Developer
SUPPLIED – APPROVED.

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. 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 April 19, 2021 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



Mike Freckelton, PE
Project Engineer

Cc (via Email): Taylor Reynolds, Spalding DeDecker
Ted Meadows, Spalding DeDecker
Courtney Hanson, City of Novi
Diana Shanahan, City of Novi
Sarah Marchioni, City of Novi
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Angie Sosnowski, City of Novi
Melissa Morris, City of Novi
Ben Peacock, City of Novi
Alyssa Craigie, City of Novi

December 21, 2022

Mrs. Humna Anjum
Project Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

Re: Innova Apartments
Storm Water Detention System Inspection
Novi SP No.: JSP19-0024
SDA Job No.: NV21-210

Dear Mrs. Anjum:

This letter serves to officially notify you that we have reviewed the status of the storm water detention systems including storm sewer piping and the pretreatment structure for the above mentioned project. As a result of this review, we have determined the storm water system to be in general conformance with the approved construction plans and recommend a full release of this financial guarantee.

If you have any questions, please do not hesitate to contact us at our office.

Sincerely,

SPALDING DeDECKER

Ted Meadows Ted Meadows
Dec 21 2022 11:09 AM

Ted Meadows
Vice President

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)
Ashley Roberts, Beztak Companies (e-mail)
Andrew Miller, Beztak Companies (e-mail)
SDA CE Job File



CITY OF NOVI CITY COUNCIL
SEPTEMBER 25, 2023

SUBJECT: Approval of claims and warrants – Warrant 1140

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, #1140 comes before City council for approval.

RECOMMENDED ACTION: Approval of claims and warrants – Warrant 1140

CITY OF NOVI
Warrant 1140
Monday, September 25, 2023

Check	Vendor Name	Description	Amount
184314	HIDTA	PROFESSIONAL SERVICES	1,426.88
184315	OAKLAND COUNTY NARCOTIC ENFORCEMENT	HIDTA	1,729.76
184316	OAKLAND COUNTY NARCOTIC ENFORCEMENT	HIDTA	8,545.44
184317	1-800-HANSONS, LLC	CDBG MINOR HOME REPAIR	10,000.00
184318	ACCUFORM PRINTING & GRAPHICS INC	OFFICE SUPPLIES	1,677.10
184319	ADT COMMERCIAL LLC	BUILDING MAINTENANCE	507.00
184320	ADVANTAX INC.	2023 SUM TAX REFUND 50-99-00-022-037	5,557.97
184321	AECOM GREAT LAKES, INC	PROFESSIONAL SERVICES	3,200.00
184322	AIRGAS USA, LLC	VEHICLE MAINTENANCE	134.04
184323	ALL AMERICAN CEMENT	BLDG. BOND REFUND (ESCROW)	500.00
184324	ALLIANCE HEALTH AND LIFE	EMPLOYEE INSURANCE	15,040.00
184325	ALLIE BROTHERS INC	SUPPLIES UNIFORMS	2,424.21
184326	ALTECH DOORS LLC	BUILDING MAINTENANCE	7,634.34
184327	AMAZON	LIBRARY BOOKS	1,806.64
184328	AMERICAN GENERATORS SALES AND	BUILDING MAINTENANCE	650.00
184329	AMERICAN HEART ASSOCIATION INC.	CONFERENCE	35.00
184330	ANTHONY CONTRACTORS	BLDG. BOND REFUND (ESCROW)	500.00
184331	APPLIED INNOVATION	EQUIPMENT RENTAL	527.12
184332	ARAMARK REFRESHMENT SERVICES	OPERATING SUPPLIES	705.29
184333	ARI-EL ENTERPRISES INC	BLDG. BOND REFUND (ESCROW)	6,367.00
184334	ASCAP	MEMBERSHIPS	79.96
184335	ASCENSION MICHIGAN EMPLOYER	MEDICAL SERVICE	696.00
184336	ASPHALT SPECIALISTS, INC.	CONSTRUCTION: 2023 NRP - ASPHALT	90,919.61
184337	ATA NATIONAL TITLE GROUP LLC	WATER REFUND 44709 DUNBARTON DR	129.63
184338	ATA NATIONAL TITLE GROUP, LLC	ASB CEMENT WTR MAIN REP	1,950.00
184339	AVTECH SOFTWARE, INC.	OPERATING SUPPLIES	349.95
184340	B & B LANDSCAPING	ROUTINE MAINTENANCE	12,735.00
184341	BAETENS, SCOTT	PER DIEM IACP	338.00
184342	BAIRD, DAVID A & LISA A	BLDG. BOND REFUND (ESCROW)	600.00
184343	BAKER & TAYLOR, LLC	AUDIO VISUAL MATERIALS	454.13
184344	BAKER, BILL -MATCO TOOL DISTRIBUTOR	VEHICLE MAINTENANCE	1,435.92
184345	BELLE TIRE	VEHICLE MAINTENANCE	1,877.90
184346	BHARDWAJ, DAVINDER & DEEPIKA	2023 SUM TAX REFUND 50-22-28-127-003	7,051.48
184347	BIDNET	SALE OF FIXED ASSETS	9.74
184348	BIOTECH CLINICAL LABORATORIES	2023 SUM TAX REFUND 50-99-00-013-040	45.00
184349	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE INSURANCE	64,431.33
184350	BRATANIEC, DANA	REIMBURSEMENT	119.40
184351	BRAUN, GAIL SANDERS	REFUND PARKS	10.00
184352	BRICKSTONE LANDSCAPING INC	BLDG. BOND REFUND (ESCROW)	500.00
184353	BRILLIANT SYSTEMS, LLC	EMERGENCY COMMUNICATION SERVICE	828.00
184354	BRODART CO.	LIBRARY BOOKS LENDING	6,997.58
184355	BS & A SOFTWARE, INC.	SETUP, IMPLEMENTATION, TRAINING	4,111.20
184356	BSN SPORTS INC.	YOUTH BASKETBALL	620.21
184357	CAPITAL TIRE INC	VEHICLE MAINTENANCE	2,160.00
184358	CARTER'S CEMETERY PRESERVATION	CEMETERY MAINTENANCE	2,880.00
184359	CAVENDISH SQUARE PUBLISHING LLC	LIBRARY BOOKS	335.90
184360	CDW GOVERNMENT LLC	INTERNAL TECHNOLOGY POLICE	3,061.06
184361	CINTAS CORP	SUPPLIES UNIFORMS	24.16
184362	CIVICPLUS, INC.	SERVICE CHARGES	16,443.99
184363	CONSERVA ELECTRIC SUPPLY, INC.	BUILDING MAINTENANCE	733.85
184364-184389	CONSUMERS ENERGY	HEAT	3,671.22
184390	CORRIGAN RECORD STORAGE LLC	RECORDS STORAGE	3,181.87
184391	COSTAR REALTY INFORMATION INC	INTERNAL TECHNOLOGY	1,827.86
184392	CRANDALL-WORTHINGTON INC	COMMUNITY CENTER	2,064.02
184393	CREATING SUSTAINABLE LANDSCAPES LLC	GROUND MAINTENANCE	1,100.00
184394	CREATURE CONTROL LLC	VILLA BARR PROPERTY	531.00
184395	CROWN CONTRACTING INC.	CDBG MINOR HOME REPAIR	2,550.00

184396	CUTMYTREEDOWN.COM	FORESTRY MAINTENANCE	16,550.00
184397	CUTTING EDGE RESTORATIONS, LLC	CDBG MINOR HOME REPAIR	5,076.00
184398	DANIELSEN, BARBARA M.	LIBRARY PROGRAMMING	375.00
184399	DEANGELIS DIAMOND CONSTRUCTION LLC	CONSTRUCTION: JESSICA'S SPLASH PAD	238,798.04
184400	DEARBORN FEDERAL SAVINGS BANK	2023 SUM TAX REFUND 50-22-36-128-010	4,477.30
184401	DEERING, PATRICIA	PER DIEM	171.00
184402	DELL MARKETING L.P.	INTERNAL TECHNOLOGY POLICE	220.99
184403	DORNBOSS SIGN & SAFETY INC	TRAFFIC CONTROL SIGN REPLACEMENT	3,692.23
184404	DTE ENERGY	STREET LIGHTING	19,787.60
184405-184415	DTE ENERGY	ELECTRICITY	1,132.14
184416	DTE ENERGY	BLDG. BOND REFUND (ESCROW)	1,000.00
184417	DTE ENERGY	BLDG. BOND REFUND (ESCROW)	1,500.00
184418	ELLSWORTH INDUSTRIES INC.	STORM SEWER MAINTENANCE	3,675.71
184419	EMERGENCY MEDICAL TRAINING CENTER	RECRUITMENT TRAINING	1,525.00
184420	ENGRAVING CONNECTION	BUILDING MAINTENANCE	192.21
184421	ETLEVA GJETO VUSHAJ	BLDG. BOND REFUND (ESCROW)	1,869.42
184422	ETLEVA GJETO VUSHAJ	BLDG. BOND REFUND (ESCROW)	41.58
184423	ETNA SUPPLY	STORM SEWER MAINTENANCE	6.30
184424	FARKAS, JULIE	OPERATING SUPPLIES, REIMBURSEMENT	33.72
184425	FELDMAN CHEVROLET OF NOVI	VEHICLE MAINTENANCE	303.68
184426	FENDT BUILDERS SUPPLY, INC	STORM SEWER MAINTENANCE	647.60
184427	FER-PAL CONSTRUCTION USA LLC	CONSTRUCT: WESTMINSTER SUBDIVISION WATER	563,350.57
184428	FERGUSON WATERWORKS #3386	WATER METERS	2,259.65
184429	FLINT NEW HOLLAND INC.	LAWN MOWER MAINTENANCE	910.99
184430	GALE/CENGAGE LEARNING	LIBRARY BOOKS	82.37
184431	GARLAND/DBS, INC.	FIRE STATION #4 ROOF REPLACEMENT	115,222.65
184432	GEERS, ANTHONY	REFUND PARKS	60.00
184433	GLASS AMERICA	VEHICLE MAINTENANCE	505.84
184434	GRAPHIK CONCEPTS INC	VEHICLE MAINTENANCE	25.00
184435	GREAT LAKES ACE	OPERATING SUPPLIES	19.58
184436	GREAT LAKES POWER & LIGHTING INC.	CITY SPLASH PAD	360.00
184437	GREAT LAKES PROFILES, INC.	PRE EMPLOYMENT TESTING	160.00
184438	GREEN OAK TIRE INC.	VEHICLE MAINTENANCE	3,713.50
184439	HALT FIRE, INC.	VEHICLE MAINTENANCE	19,669.61
184440	HAROLD'S FRAME SHOP, INC	VEHICLE MAINTENANCE	135.00
184441	HARTFORD, THE	EMPLOYEE INSURANCE	9,338.36
184442	HAVENER TECH	STORM SEWER MAINTENANCE	299,750.00
184443	HEALTH ALLIANCE PLAN	EMPLOYEE INSURANCE	29,508.54
184444	HERC RENTALS INC.	EQUIPMENT RENTAL	2,709.18
184445	HOLBROOK'S ROOFING CO., INC.	BUILDING MAINTENANCE	645.00
184446	HOME DEPOT CREDIT SERVICES	DETENTION BASIN MAINTENANCE	1,315.50
184447	HQI PAINTERS INC.	BUILDING MAINTENANCE	4,250.00
184448	HUANG, ZHAOHUI J & DIANA J	BLDG. BOND REFUND (ESCROW)	600.00
184449	HUNTER PASTEUR HOMES LLC	BLDG. BOND REFUND (ESCROW)	500.00
184450	HUNTER PASTEUR HOMES LLC	BLDG. BOND REFUND (ESCROW)	3,300.00
184451	IMAGAMERICA	COMMUNITY PROMOTION	6,945.28
184452	IMPERIAL DADE	BUILDING MAINTENANCE	895.47
184453	IN THE MITTEN PRODUCTIONS	THEATRE PROGRAMS	3,762.00
184454	J & B MEDICAL SUPPLY INC	OPERATING SUPPLIES	2,835.00
184455	KAPNICK & COMPANY, INC	PROPERTY & LIABILITY INSURANCE	18,300.00
184456	KBK LANDSCAPING, INC.	GROUNDS MAINTENANCE	22,615.00
184457	KIESLER'S POLICE SUPPLY, INC.	SUPPLIES	1,150.52
184458	KIMBALL MIDWEST	OPERATING SUPPLIES	491.35
184459	KONJA, DAVID & VANESSA M	BLDG. BOND REFUND (ESCROW)	4,200.00
184460	KONJA, DAVID & VANESSA M	BLDG. BOND REFUND (ESCROW)	750.00
184461	KOPCZYNSKI, TOM	PARKS REFUND	810.00
184462	L&W SUPPLY	BUILDING MAINTENANCE	56.03
184463	LACHANCE, MADISON	PER DIEM NRPA COPNFERENCE	241.00
184464	LANGUAGE LINE SERVICES	EMERGENCY COMMUNICATION SERVICE	207.57
184465	LENNY'S HOME SERVICES	CDBG MINOR HOME REPAIR	4,650.00
184466	LEWANDOWSKI, MARK	2023 SUM TAX REFUND 50-22-11-226-019	1,000.00
184467	LI, GUOSONG & PING	BLDG. BOND REFUND (ESCROW)	500.00
184468	LI, HUAXIN & ZHANG, JING	2023 SUM TAX REFUND 50-22-02-226-215	5,763.21
184469	LIBERTY, MARVIN	ADULT SOFTBALL	75.00

184470	LIGHTING SUPPLY CO	BUILDING MAINTENANCE	1,247.59
184471	LIMB WALKERS TREE & SNOW	FORESTRY MAINTENANCE	34,877.50
184472	LIQUID CALCIUM CHLORIDE SALES INC.	ROUTINE MAINTENANCE	5,420.27
184473	M-2 AUTO PARTS, INC.	VEHICLE MAINTENANCE	1,297.62
184474	MANNIK & SMITH GROUP INC, THE	47900 NINE MILE	350.00
184475	MATTIOLI CEMENT CO., LLC	CONSTRUCTION: 2023 NRP - CONCRETE	256,541.66
184476	MCKENNA ASSOCIATES INC	CDBG MINOR HOME REPAIR	2,448.75
184477	MCQUIRTER, RODERICK	REFUND PARKS	150.00
184478	MENDELEVYCH, BORYS &	BLDG. BOND REFUND (ESCROW)	500.00
184479	MESH, KELLY	PER DIEM FIBER NETWORK CONFERENCE	31.00
184480	MI DEPT OF TREASURY- UNCLAIMED	UNCLAIMED PROPERTY	4,655.55
184481	MICHIGAN ASSOCIATION OF	MEMBERSHIPS	1,055.00
184482	MICHIGAN AUTOMATIC SPRINKLER INC	BUILDING MAINTENANCE	238.50
184483	MICHIGAN LINEN SERVICE, INC.	BUILDING MAINTENANCE	1,979.50
184484	MICHIGAN RECREATION & PARK ASSOC	OLDER ADULTS TRAVEL PROGRAM	32,835.00
184485	MIDWEST TAPE, LLC	AUDIO VISUAL MATERIALS	580.53
184486	MILLENNIUM BUSINESS SYSTEMS	PRINTING AND PUBLISHING	497.54
184487	MILZ, CHRIS	REFUND PARKS	150.00
184488	MUCK, JEFF	PER DIEM NRPA CONFERENCE	241.00
184489	MULTI-LAKES CONSERVATION ASSOC	EDUCATION AND TRAINING	500.00
184490	MUNICIPAL WEB SERVICES, INC	COMMUNITY PROMOTION	394.00
184491	NATIONAL SIGN BRANDING	OFFICE SUPPLIES	155.00
184492	NORTHSTAR MAT SERVICE	BUILDING MAINTENANCE	227.00
184493	NORTHVILLE LOCKSMITH INC., THE	BUILDING MAINTENANCE	15.00
184494	NOVI DEVELOPMENT COMPANY	BLDG. PAYMENT REFUND (ESCROW)	3,300.00
184495	NOVI WATER DEPARTMENT	WATER AND SEWER	3,173.55
184496	NOVI, CITY OF	CITY'S SHARE OF FEES COLLECTED	4,967.00
184497	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	3,263.61
184498	OAKLAND COUNTY ANIMAL CONTROL	DOG LICENSES JULY/AUGUST 2023	2,472.50
184499	OAKLAND COUNTY TREASURERS	WATER PURCHASES	863,779.99
184500	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	52.48
184501	ORCHARD, HILTZ & MC CLIMENT	PROFESSIONAL SERVICES	136,279.02
184502	ORIENTAL TRADING CO INC	LIBRARY PROGRAMMING	123.14
184503	ORKIN	VILLA BARR PROPERTY	140.99
184504	OTIS ELEVATOR COMPANY	BUILDING MAINTENANCE	45,538.00
184505	PALMARCHUK, CHERI	REFUND PARKS	120.00
184506	PAMAR ENTERPRISES, INC.	CONSTRUCTION: 2022 AC WATER MAIN REPLACE	154,168.67
184507	PAMAR ENTERPRISES, INC.	CONSTRUCT: SS UPGRADES (LANNYS & DRAKE)	1,207,813.41
184508	PAULK, JIM	PER DIEM MI WINTER OPERATIONS CONFERENCE	80.00
184509	PEPPER & SON INC, J.W.	NOVI CONCERT BAND	137.99
184510	PERFECT CLEANERS OF DETROIT, INC	2023-24 UNIFORM CLEANING	1,221.60
184511	PETRIE, D. JOEL	ADULT SOFTBALL	360.00
184512	PHOENIX SAFETY OUTFITTERS	SUPPLIES UNIFORMS	985.05
184513	PIPELINE MANAGEMENT COMPANY LLC	WATER SALES HYDRANT PERMIT 23-18	923.39
184514	PPG ARCHITECTURAL FINISHES	FIRE HYDRANT PAINTING SUPPLIES	1,221.20
184515	PREMIER SAFETY	OPERATING SUPPLIES	391.04
184516	PROFESSIONAL BUILDING SERVICES LLC	CUSTODIAL SERVICES	5,748.16
184517	PROSCREENING, LLC	MEDICAL SERVICE	1,571.00
184518	PURE TECHNOLOGIES U.S. INC.	INSPECTION: PCCP WATER MAIN CONDITION	23,550.00
184519	QUILL CORPORATION	OFFICE SUPPLIES	57.92
184520	REASON CONSULTING CORPORATION	PERSONAL PROPERTY AUDITOR	3,333.00
184521	REDDY, KRANTHI	REFUND PARKS	52.00
184522	REDFORD LOCK COMPANY INC	OPERATING SUPPLIES	24.00
184523	REGISTER, KENNETH	PER DIEM MI WINTER OPERATIONS CONFERENCE	80.00
184524	REYNOLDS, DERREILL	WITNESS	30.30
184525	RICKEL, AIDAN	CHORALAIRES	620.00
184526	RIVERBANK GOLF CLUB	OLDER ADULTS GOLF LEAGUE	2,045.90
184527	RNA FACILITIES MANAGEMENT	JANITORIAL CONTRACTS	15,228.64
184528	ROAD COMMISSION FOR OAKLAND COUNTY	TRAFFIC SERVICES	14,202.71
184529	ROBERTSON LAKEVIEW LLC	BLDG. BOND REFUND (ESCROW)	14,714.00
184530	ROSS, MICHAEL	ADULT SOFTBALL, REFUND	60.00
184531	ROWERDINK INC	VEHICLE MAINTENANCE	515.03
184532	RRRASOC	RECYCLING CENTER	3,434.00
184533	SAKURA NOVI RESIDENTIAL LLC	BLDG. BOND REFUND (ESCROW)	48,349.00

184534	SAKURA NOVI RESIDENTIAL LLC	BLDG. BOND REFUND (ESCROW)	33,550.00
184535	SALEM-SOUTH LYON DISTRICT LIBRARY	LIBRARY BOOK FINES	10.99
184536	SAM'S CLUB DIRECT	OPERATING SUPPLIES	265.38
184537	SAM'S CLUB DIRECT	OPERATING SUPPLIES	463.84
184538	SCA OF MI, LLC	GROUNDS MAINTENANCE	78.85
184539	SCHINDLER ELEVATOR CORPORATION	BUILDING MAINTENANCE	1,021.14
184540	SCODELLER CONSTRUCTION, INC.	ROUTINE MAINTENANCE	113,816.57
184541	SERVICE EXPRESS, INC.	INTERNAL TECHNOLOGY	1,761.00
184542	SHAIEB, ELIZABETH A.	OLDER ADULTS FITNESS	659.40
184543	SHIFMAN FOURNIER, PLC	LEGAL FEES	3,679.50
184544	SIGNATURE SERVICES	ROUTINE MAINTENANCE	8,203.00
184545	SIMON BROTHERS INC	TRANS MAIN CONDO ASSESS	1,747.50
184546	SIRCHIE FINGER PRINT LABORATORIES L	OPERATING SUPPLIES	462.94
184547	SITEONE LANDSCAPE SUPPLY, LLC	STORM SEWER MAINTENANCE	430.29
184548	SIVASANKARAPILLA, BIJUKUMAR	WITNESS	8.70
184549	SMART BUSINESS SOURCE LLC	OPERATING SUPPLIES	678.02
184550	SMITH, DARWIN	REFUND PARKS	26.00
184551	SNOWDEN-MILLER, ANN	REFUND PARKS	10.00
184552	SPALDING DE DECKER	PROFESSIONAL SERVICES	88,726.37
184553	SPICER GROUP INC	PARK UPDATE PLAN ITC COMM PARK	1,150.00
184554	SQUEAKY SHINE CAR WASH	VEHICLE MAINTENANCE	290.00
184555	STATE OF MICHIGAN	LIVESCAN	2,195.75
184556	STEIN, KEVIN B.	ADULT SOFTBALL LEAGUE	2,912.00
184557	STONE HOLLOW PROPERTIES & DEVEL	BLDG. BOND REFUND (ESCROW)	5,000.00
184558	STONE HOLLOW PROPERTIES AND DEVELOP	BLDG. BOND REFUND (ESCROW)	1,000.00
184559	STRYKER	VEHICLE NEW INSTALL	2,270.66
184560	SUBURBAN LANDSCAPE SUPPLY	STORM SEWER MAINTENANCE	164.50
184561	SUPER FLEET MASTERCARD	GASOLINE AND OIL	9.53
184562	SUPERIOR AIR-GROUND AMBULANCE	OPERATING SUPPLIES	255.00
184563	SYSTEMP CORPORATION	BUILDING MAINTENANCE	340.00
184564	SZELAP, CHRISTINE E. HEFFERNAN	KARATE	2,138.50
184565	TAPPERT, DAVID	REFUND PARKS	10.00
184566	TOKIO MARINE HCC - PUBLIC RISK GRP	INSURANCE REIMBURSEMENT	1,627.23
184567	TRI-COUNTY INTERNATIONAL	VEHICLE MAINTENANCE	155.26
184568	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLE MAINTENANCE	550.00
184569	ULINE, INC.	ELECTION SUPPLIES	517.85
184570	USA BLUEBOOK	WATER LINE MAINTENANCE	4,162.72
184571	VARIPRO	FLEXIBLE SPENDING	8,438.11
184572	VERITA TELECOMMUNICATIONS CORP	BLDG. BOND REFUND (ESCROW)	1,500.00
184573	VERIZON WIRELESS	TELEPHONE	457.13
184574	WAAD F SEBA	2023 SUM TAX REFUND 50-22-27-476-039	1,283.10
184575	WEINGARTZ SUPPLY CO INC	EQUIPMENT MAINTENANCE	2,343.95
184576	WHITE, SHELDON & AMY	2023 SUM TAX REFUND 50-22-04-253-012	240.22
184577	WICKMAN, JAMES	PROFESSIONAL SERVICES	2,481.85
184578	WIKTOROWSKI, MATT	PER DIEM MI WINTER OPERATIONS CONFERENCE	80.00
184579	WOLFHOUND COP TRAINING	EDUCATION AND TRAINING	747.00
184580	WONDER JUMP, INC.	CAMP LAKESHORE	1,170.00
184581	WONG, JIM	WITNESS	14.10
184582	ZINSER, ERICK	PER DIEM IACP	338.00
EFT	FIFTH THIRD BANK	AUGUST PURCHASES	92,425.28
	AMAZON.COM T35329270	CD: Office Supplies	7.29
	WSJ/BARRONS SUBSCRIPTI	MGR: Wall Street Journal	38.99
	MTU-CASHIERS OFFICE WE	DPW: Conference Registration	570.00
	USPS.COM CLICKNSHIP	CL: passports	16.10
	WM SUPERCENTER #5893	PRCS: Program Expenses	27.84
	IACP	PD: Conference	(650.00)
	USPS.COM CLICKNSHIP	CL: passports	8.05
	PAYPAL MICHIGANPUB	HR: annual membership	200.00
	BUSCH'S #1205	PD: Conference	90.17
	A RIFKIN CO	CL: Election Supplies	114.23
	AMZN MKTP US T352E4BU0	PD: Supplies	6.99
	INCLUSION SOLUTIONS	CL: election supplies	50.40
	GIH GLOBALINDUSTRIALEQ	CL: Election Supplies	444.99
	PAYPAL KONA ICEWWC	PRCS: Program Expense	462.00

AMZN MKTP US T30VF2BX0	PRCS: Expenses	129.96
DELTA	PRCS: Conference Flight	45.00
USPS.COM CLICKNSHIP	CL: passports	16.10
B&H PHOTO 800-606-6969	CR: Video	(216.48)
STORY BLOCKSAUDIO	CR: Video	15.00
AMZN MKTP US T38LN1DI2	OAS: PROGRAM SUPPLIES	98.85
GROUPMAP TECHNOLOGY	MGR: monthly subscription fee	8.00
AMZN MKTP US T37ZO4B32	PRCS: Fuerst Field of Honor	39.90
AMZN MKTP US	PD: Operating Supplies	(26.85)
AMZN MKTP US T34753JW1	PRCS: Fuerst Field of Honor	39.90
SAI SUBSCPN 8002299066	DPW: software renewal	808.99
OAKLEY SI	PD: Operating Supplies	85.00
SPROUT SOCIAL, INC	CR: Social media tool	279.00
ATT BUS PHONE PMT	FACILITES - Utilities - Telephone	3,119.62
AMZN MKTP US T36IG1NE0	CL: office supplies	39.99
SPARK HIRE	HR: ACM Recruitment	135.89
EIG CONSTANTCONTACT.CO	CR: Email marketing tool	306.00
AMZN MKTP US T36GH3C51	PD: Office Supplies	80.10
AMZN MKTP US T30IG5ND0	CL: supplies	33.84
USPS.COM CLICKNSHIP	CL: passports	8.05
WEBMLIVE.COM	MGR: Annual subscription	100.00
AMZN MKTP US TQ2BB5RC1	PD: Office Supplies	141.54
PACKTRACK	PD: Operating Expense	140.00
USPS.COM CLICKNSHIP	CL: passports	16.10
AMZN MKTP US TQ0V80WR1	CD: boot covers	129.64
SQ NOVI COMMUNITY SCH	LIB: Staff Recognition	5.00
NAVIGATE360 LLC	PD: Training Supplies	99.95
AMZN MKTP US TQ22P5UW1	PD: Operating Supplies	303.84
USPS.COM CLICKNSHIP	CL: passports	16.10
PARADISE PARK	PRCS: Camp Field Trip	585.00
AMZN MKTP US T304N8472	OAS: program supplies	49.45
ACE PYRO	CR: deposit	3,090.00
NTLREST SERVSAFE	PRCS: Training	179.00
AMZN MKTP US TQ4391KL1	PD: Operating Supplies	50.12
AMZN MKTP US T30KG2NW2	PD: Dispatch Supplies	145.62
AMZN MKTP US TQ55C1740	CL: supplies	67.80
MICHIGAN ASSOC OF CHIE	PD: Conference	280.00
MICHIGAN ASSOC OF CHIE	PD: Conference	280.00
GFL ENVIRONMENTAL - NO	DPW: Rubbish	296.51
BLT INTL E-Z UP	PRCS: supply refund	(843.76)
OE TOURS	PRCS: Camp field trip	920.00
PINZ BOWLING CENTER	PRCS: Camp Field Trip	460.00
USPS.COM CLICKNSHIP	CL: passports	24.15
EXXON CLYDE ROAD	PD: Gas	40.00
MICHIGAN ASSOC OF CHIE	PD: Conference	280.00
B&H PHOTO 800-606-6969	CR: Video	859.68
NATIONAL FIRE PROTECTI	FD: Training	199.00
LEE S CHICKEN	PD: Operating Supplies	46.85
SIGNARAMA OF NOVI	FM: Grounds Maintenance	1,018.58
THE HOME DEPOT #2722	CD: Ordinance Dept	23.69
MMTA	TREAS: Workshop	199.00
SPARK HIRE	HR: ACM Recruitment	149.00
AMZN MKTP US TQ3F408K1	PD: Office Supplies	9.49
AMZN MKTP US	PRCS: Fuerst Field of Honor	(101.00)
FOX RUN PHILANTHROPY	LIB: Computer Supplies	350.00
AMAZON.COM TQ0XC4MF1 A	ASSES: Office Supplies	20.46
NOVI ICE ARENA	PRCS: Camp Field Trip	345.00
AMZN MKTP US TQ1YU8MB1	OAS: PROGRAM SUPPLIES	79.10
AMZN MKTP US TQ6SJ79B2	PD: Office Supplies	65.99
USPS.COM CLICKNSHIP	CL: passports	24.15
PANERA BREAD #608009 O	CC: committee meeting	147.96
STAMPS.COM	LIB: Postage	19.99
AMZN MKTP US TQ9EV0232	OAS: event supplies	19.75
PROPELLER, INC	PD: Bond	130.00

MUSIC THEATRE INTERNAT	PRCS: Program Expense	1,266.00
USPS.COM CLICKNSHIP	CL: passports	8.05
THE HAWK	PRCS: Camp Field Trip	442.00
AMAZON.COM TQ3S11EB1	CL: supplies	37.99
AMZN MKTP US	PRCS: Refund	(305.90)
SHOPDISNEY.COM	LIB: Program	97.48
USPS.COM CLICKNSHIP	CL: passports	16.10
SHANTY CREEK RESORTS -	HR: Conference	163.56
SHANTY CREEK RESORTS -	DPW: LTAP Winter Maint Conf	126.00
FEDEX583015770	CD: FedEx	101.02
FEDEX583015770	PD: FedEx	16.50
BC.BASECAMP 1613811	IS: Project Mgmt Software	49.00
AMAZON.COM TQ5GX5P50 A	MGR: Office Supplies	75.78
AMZN MKTP US TQ7WR00A2	PRCS: Facility Expense	305.90
USPS.COM CLICKNSHIP	CL: passports	8.05
BENITO S CAFE	PRCS: Camp Field Trip	273.61
PAYPAL MICHIGANPUB	HR: Conference	230.00
FEDEX582880844	CD: FedEx	38.69
LEE S CHICKEN	PD: Operating Expense	167.46
THE ENCHAN (1 OF 1 PA	PRCS: Program Expense	2,800.00
FASTENERS PLUS	DPW: boardwalk supplies	21.43
MARRIOTT	FD: Conference	1,739.27
AMZN MKTP US TO04S27D1	CR: supplies	9.95
AMZN MKTP US TO6L297L1	PRCS: Program supplies	13.99
MI STATE POLICE PMTS	FD: Conference	88.00
SPECTRUM	FACILITIES - Utilities - Cable	8,619.08
B&H PHOTO 800-606-6969	CR: Video	(504.78)
KROGER #632	LIB: Conference	57.97
EXXON CLYDE ROAD	PD: Gas	61.78
USPS.COM CLICKNSHIP	CL: passports	16.10
PAYPAL STEVENDHARG	LIB:Conferences	99.00
GDP ASADETROIT.ORG	ASSES: Continuing education	75.00
FASTENERS PLUS	DPW: boardwalk supplies	1,174.88
OAKLEY SI	PD: Operating Epense	75.00
MID CON BLOCK 89	FD: Conference	20.00
FAIRFIELD INN	CD: Lodging for Conf.	569.22
AMZN MKTP US TO3PB6U70	PD: Office Supplies	59.52
DTV DIRECTV SERVICE	PD: Cable	40.00
AMAZON.COM TO72P92N0	PD: VM	10.99
USPS.COM CLICKNSHIP	CL: passports	8.05
MICHIGAN STATE PREMIER	PRCS: League Registration	475.00
MICHIGAN STATE PREMIER	PRCS: League Registration	475.00
GRAINGER	PRCS: Facility Expense	15.67
MICHIGAN ASSOC OF CHIE	PD: Conference	115.00
HOBBY-LOBBY #645	PRCS: Camp Supplies	23.98
SHELL OIL 12437267003	PD: Gas	52.07
AMZN MKTP US TO3D676A0	FD: Operating	391.99
NFPA NATL FIRE PROTECT	FD: Training	399.00
AMZN MKTP US TO5XT2HH0	PRCS: Program Expense	13.99
NAVIGATE360 LLC	PD: Training	61.97
USPS.COM CLICKNSHIP	CL: passports	8.05
PAYPAL COVINATHOMA CO	PD: Refund SRT	(1,135.00)
SANDSTONE THERAPEUTIC	HR: Wellness committee	420.00
EGLE DW TRAIN AND CERT	W&S: membership, dues	70.00
AMZN MKTP US TO68U26F2	PRCS: Expenses	93.50
CONST SW AND SESC PRD	DPW: Test certification	95.00
ALFOCCINO OF AUBURN HI	LIB: Adult Programming	200.00
MICHIGAN ASSOC OF CHIE	HR: Officer Job Post	100.00
EGLE DW TRAIN AND CERT	W&S: memberships, dues	70.00
JOHN M ELLSWORTH CO IN	PM: VM	171.55
USPS.COM CLICKNSHIP	CL: passports	16.10
THE GALLERY RESTAURANT	MGR: Conferences	69.00
PANERA BREAD #600667 O	PRCS: training	37.71
AMZN MKTP US TO2L06B82	CR: supplies	11.93

VZWRLSS APOCC VISB	FACILITES - Utilities - Telephone	10,977.02
AMZN MKTP US T07284PG2	PD: Office Supplies	88.65
EAS THE EASTWOOD COMPA	PD: VM	(577.57)
AMAZON.COM TA8JB2Y90	PD: VM	58.14
AMZN MKTP US	CR: supplies	(14.89)
MUSIC THEATRE INTL	PRCS: Theatre	3,185.00
EAS THE EASTWOOD COMPA	PD: VM	528.11
WHITLOCK BUSINESS SYST	TREAS: Postage for utility bills	1,635.80
AMAZON.COM	CL: Supplies	(35.99)
WHITLOCK BUSINESS SYST	TREAS: Print utility bills	406.26
CRAINS DET SUBSCRIP	MGR: Publication Subscription	100.98
HILTON	LIB: Conferences	594.84
EAS THE EASTWOOD COMPA	PD: VM	577.57
USPS.COM CLICKNSHIP	CL: passports	32.20
U-HAULMICHIGAN STORAGE	CL: elections	426.37
AMAZON.COM TA8Y82IU1	IS: Hardware	114.99
USPS STAMPS ENDICIA	LIB: Postage	100.00
YOURMEMBERSHIP, INC.	HR: Fire Job Post	150.00
AMZN MKTP US TA8QW3920	IS: Hardware	21.38
AMZN MKTP US TA9AQ82F1	IS: Hardware	49.99
CONFERENCE	HR: Onboarding webinar	149.00
AMZN MKTP US TA64069M0	PD: Office Supplies	115.89
ICMA ONLINE	HR: Fire Job Post	225.00
EXXON ADAMS OIL INC	PD: Gas	55.62
SP OHD, LLLP	FD: Operating Expense	1,005.00
USPS.COM CLICKNSHIP	CL: passports	24.15
WM SUPERCENTER #5893	PRCS: Camp Supplies	(33.90)
AMZN MKTP US TA14E6KZ0	IS: Hardware	11.99
AMZN MKTP US TA7K137Q0	IS: Hardware	129.99
AMZN MKTP US TA7775W52	IS: Supplies	15.99
TRAINHR	MGR: Conference & Workshops	145.00
SP PITTSBURGH SPRAY	PM: Field painter	1,307.00
AMZN MKTP US TA9LR82S0	OAS: supplies	28.49
WM SUPERCENTER #5893	PRCS: Camp Supplies	32.06
GUNFIGHTER SUPPLY	PD: Operating Expense	377.65
WM SUPERCENTER #5893	PRCS: Camp supplies	36.29
AMZN MKTP US TA9202R32	CR: Video	98.95
SQ BATL NOVI	PRCS: Camp Field Trip	679.55
SMARTLINK	FM: Irrigation Fee	249.00
PAYPAL COVINATHOMA CO	PD: SRT	1,135.00
PAYPAL COVINATHOMA CO	PD: SRT	1,135.00
123.NET, INC.	FACILITES - Utilities - Telephone	3,161.41
AMAZON.COM TA90V7QP0	IS: Hardware	12.99
AMAZON.COM TA1H20670	IS: Hardware	69.00
PANERA BREAD #608009 O	CL: Elections	371.23
AMZN MKTP US TA4P886N0	PD: VM	315.86
AMZN MKTP US TA6AB9BN0	IS: Phone case	21.55
B&H PHOTO 800-606-6969	CR: Video	136.41
AMZN MKTP US TA57Q5V61	PD: Office Supplies	42.42
EXXON CLYDE ROAD	PD: Gas	64.85
AMAZON.COM TA88R8KZ2	CL: Supplies	35.99
B&H PHOTO 800-606-6969	CR: Video	52.46
AMAZON.COM TA9EO52U2 A	CR: Video	119.99
OAKLEY SI	PD: Operating Expense	(13.68)
BENITO S CAFE	CL: Election	178.20
WWW.PRINTINGSYSTEMS.US	CL: Election	612.00
HOBBY-LOBBY #645	PRCS: Camp supplies	15.97
GOOGLE GOOGLE STORAGE	CR: Video	9.99
KROGER #361	FD: Employee Recognition	19.70
PAYPAL PALIOA711	PRCS: Expenses	144.36
CENTURYLINK LUMEN	FACILITIES - Utilities - Cable	256.33
AMZN MKTP US TA5IM0QY2	IS: Supplies	11.97
VIKING SEWING GALLERY6	LIB: iCube	149.95
AMZN MKTP US TA7PK8MP2	PD: Office Supplies	15.99

OAKLEY SI	PD: Operating Expense	241.47
G CODE TACTICAL HOLSTE	PD: Operating Expense	61.55
WWW.PEACHJAR.COM	PRCS: Expenses	450.00
AMZN MKTP US TH43A29K1	OAS: PROGRAM SUPPLIES	43.74
ESRI	ASSES: GIS Software Login	548.49
LAZ PARKING 890152-FLA	W&S: GLWA Committee MTG	10.00
MEIJER # 122	CD: Employee Recognition	44.98
WHITLOCK BUSINESS SYST	TREAS: Print utility bills	549.63
PTI HEAVNERCANOEKA	PRCS: Camp Field Trip	1,488.24
ESAFETY SUPPLIES INC	DPW: Safety Gear	2,174.14
AMZN MKTP US TA70L3C80	PD: Office Supplies	15.51
AMZN MKTP US TH3IN97N1	PD: VM	44.76
AMZN MKTP US TH89529V1	FM: Operating Supplies	9.99
AMZN MKTP US TH85S89R1	IS: Supplies	56.69
AMZN MKTP US TH8FF6SU1	PD: VM	33.99
GRAND TRAV RESORT	ED: event	296.88
ESRI	W&S: GIS Software Login	1,650.00
GOVERNMENT FINANCE OFF	FIN: BAP submission fee	575.00
SAFETYCULTURE	FM: Operating Supplies	228.00
ROCKSTARZ LIMOUSINE LL	CR: shuttle	75.00
SOARING EAGLE HOTEL	FD: Conference	600.48
WSJ/BARRONS SUBSCRIPTI	MGR: Wall Street Journal	38.99
AMZN MKTP US TA7KM2CL2	IS: Supplies	285.67
AMZN MKTP US TH1C18UF0	PRCS: Fuerst Field of Honor	101.00
APPLE.COM/US	IS: Hardware	1,999.00
AMZN MKTP US TH5DR0780	PD: VM	45.00
B&H PHOTO 800-606-6969	CR: Video	4,007.67
INTL FACILITY MGMT ASS	FM: Conference	935.00
WGC PANERABREAD	PRCS: program expense	98.50
EXXON CLYDE ROAD	PD: Gas	67.69
AMAZON WEB SERVICES	CD: Hosting Fee	0.15
AMZN MKTP US TH6DM9WS2	DPW: VM	26.50
AMZN MKTP US TH8Q69HI1	IS: Signage	7.89
APPLE.COM/BILL	LIB: Computer Supplies	0.99
AMZN MKTP US TH8K73KM0	PD: Office Supplies	21.80
MICHIGAN RECREATION &	PRCS: Conferences	195.00
PP KONA ICE OF WESTERN	PD: Operating Expense	582.00
AMZN MKTP US TH3BQ8SNO	CR: supplies	17.98
AMZN MKTP US TH3I79762	CR: supplies	14.89
THE LIBRARY NETWORK	LIB:Conferences	29.00
B&H PHOTO 800-606-6969	CR: Video	127.76
AMERICAN PLANNING A	CD: membership	797.00
THE LIBRARY NETWORK	LIB: Conference	29.00
GOVERNMENT FINANCE OFF	FIN: GFOA mbrshp-Johnson	595.00
IN TOTAL TESTING	HR: Testing	20.00
AMAZON.COM TH91F6H10 A	PD: Office Supplies	44.34
WAL-MART #5893	PD: OS	48.60
MICHIGAN ASSOCIATION O	FIN: MICPA Mbrshp-Lilla	350.00
INTERNATIONAL ASSOCIAT	FD: Conference	999.00
MMTA	TREAS: Conference	399.00
LEE S CHICKEN	PD: Conference	169.20
AMZN MKTP US TH6MLOQH2	PD: Conference	44.99
FREEP.COM	MGR: Subscriptions	11.99
B&H PHOTO 800-606-6969	CR: Grip Equipment	137.60
DELTA	PD: Conference	1,007.80
AMZN MKTP US TH4JA5EH1	PD: Office Supplies	449.83
CARRIAGE CLEANERS	PRCS: Facility Expense	20.00
MI PROF LICENSING	FIN: CPA License-Lilla	200.00
AMZN MKTP US TH0CL10X1	PD: Operating Expense	76.95
DELTA	PD: Conference	39.99
MARIA S ITALIAN BAKERY	CC: Council	52.90
GREAT WOLF	PD: Training	420.75
KROGER #632	PRCS: Camp Supplies	10.98
AMZN MKTP US TH0641HN2	PD: Operating Expense	144.95

SP NAISMA	DPW: Operating Supplies	87.82
FACEBK WXXSHQBF42	PRCS: Expenses	20.00
FACEBK WXXSHQBF42	PRCS: Expenses	20.00
FACEBK WXXSHQBF42	PRCS: Expenses	10.00
FACEBK WXXSHQBF42	PRCS: Expenses	10.00
FACEBK WXXSHQBF42	PRCS: Marketing	20.00
FACEBK WXXSHQBF42	PRCS: Marketing	20.00
FUNDLY	DPW: fraud refund	(98.85)

GRAND TOTAL

\$ 5,042,920.58

GENERAL FUND	101	545,396.88
DRAIN PERPETUAL MAINT FUND	152	304.93
MAJOR STREET FUND	202	123,585.15
LOCAL STREET FUND	203	502,199.21
MUNICIPAL STREET FUND	204	17,031.64
PARKS, REC & CULTURAL SVCS FUND	208	97,792.73
DRAIN FUND	211	312,343.80
TREE FUND	213	46,750.67
FORFEITURE FUND	262	2,270.66
LIBRARY FUND	271	25,794.04
LIBRARY CONTRIBUTION FUND	272	205.61
COMMUNITY DVLPMNT BLOCK GRANT FUND	274	24,724.75
STREET LIGHTING 204109 - WEST OAKS ST	281	428.78
STREET LIGHTING 204 81 - WEST LAKE DRIVE	286	263.11
STREET LIGHTING 204108 - TOWN CENTER ST	287	1,747.49
CAPITAL IMPROVMENT PRGRM (CIP) FUND	401	259,269.40
SENIOR HOUSING FUND	574	80.30
WATER AND SEWER FUND	592	2,892,169.07
SELF INSURANCE - HEALTH CARE FUND	677	15,040.00
AGENCY FUND	701	138,402.00
CURRENT TAX COLLECTION FUND	703	25,418.28
MI HIDTA	725	11,702.08

GRAND TOTAL

\$ 5,042,920.58