



CITY COUNCIL AGENDA

CITY OF NOVI
Regular City Council Meeting
September 11, 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. 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.
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.
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.

- [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.
- [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.
- [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.

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:
August 28, 2023 - Regular Meeting
- [B.](#) Consideration of Recommendation from Council Rules Committee to amend Council Organization and Order of Business.
- [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

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 11, 2023

SUBJECT: 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.

SUBMITTING DEPARTMENT: Parks, Recreation and Cultural Services
Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 240,341.00
AMOUNT BUDGETED	\$ 31,350.00 FY 2022-23 Budget Rollover <u>\$ 280,760.00 FY 2023-24 Budget</u> \$ 312,110.00 Total
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	208-752.00-977.111

BACKGROUND INFORMATION:

In April 2022, the Parks, Recreation and Cultural Services department received a grant from Oakland County in the amount of \$100,000 for the development of Northwest Park, located on 12 Mile Road east of the Andelina Ridge Subdivision. The grant will be used towards park improvements including gravel and natural walking paths and a nature based play structure. A gravel parking lot was constructed in 2022 as part of the 12 Mile Road paving project. City staff recommends issuing a change order to the contractor of the 12 Mile Road paving project, Springline Excavating LLC.

City engineering consultant, Spalding DeDecker prepared engineering plans for the trails and clearing and grading of the playground space. The contract administration and geotechnical engineering services related to this project addition will be granted to the following pre-qualified firms using the fee percentages in the Agreements for Professional Engineering Services and Geotechnical Engineering Services for Public Projects. Construction would begin immediately and last approximately one month.

Spalding DeDecker		
Contract Administration	8.25% of the Change Order value (\$240,341 X 0.0825)	\$ 19,828.13
Crew Days	\$800 daily inspection fee X 20 days	\$ 16,000.00
G2 Consulting Group, Inc. (G2)		
Material testing services	1.9% of the Change Order value (\$240,341 X 0.019)	\$ 4,566.48

RECOMMENDED ACTION: 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.



Map Author: Runkel
 Date: 3-20-23
 Project: Novi Northwest Park
 Version #: 4

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.

Northwest Park Conceptual Plan

Park feature locations are approximate



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

0 20 40 80 120 160
 Feet
 1 inch = 160 feet



WORK CHANGE DIRECTIVE & CHANGE ORDER No. 6

PURCHASE ORDER NO.
97123

NOVI NO.: 22-2302
CIP NO.: ENG071

Project:	12 MILE ROAD PAVING - MEDINA TO CITY LIMIT
----------	--

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

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

Contractor:	Springline Excavating, LLC 32945 Folsom Road Farmington Hills, Michigan 48336 (313) 491-6688
--------------------	---

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:	August 18, 2023
----------------------	------------------------

Reasoning:	Northwest Park Trails
-------------------	-----------------------

EXISTING CONTRACT ITEMS

[illegible]

[illegible]

Increase/Decrease in Contract Price	\$240,341.00
Original Contract Amount	\$1,434,189.12
Sum of Previous Approved Change Orders	-\$69,438.81
Revised Contract Amount	\$1,605,091.31

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

Accepted By: _____ Springline Excavating, LLC

Prepared By: _____
Spalding DeDecker

Reviewed By: _____
Aaron J. Staup, Construction Engineer

Approved By: _____
Tracey Marzonie, Purchasing Manager



CITY OF NOVI CITY COUNCIL
SEPTEMBER 11, 2023

SUBJECT: 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.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 131,078.75 Expense \$ 45,112.50 Retainage \$ 176,191.25 Total
AMOUNT BUDGETED	\$ 954,471.00 FY 2022-23 Budget
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	592-536.00-976.072

BACKGROUND INFORMATION:

This project involved the installation of a new parallel force main downstream of the Hilton Pump Station, near Eight Mile and Haggerty Roads. The existing force main is 38 years old and was identified in the 2014 Sanitary Sewer Master Plan for replacement. A failure at this station would result in a sanitary sewer overflow into nearby basements and eventually into adjacent water bodies. It was decided to leave the existing ductile iron force main in place as a redundant back up should the new force main ever be damaged or need repair.

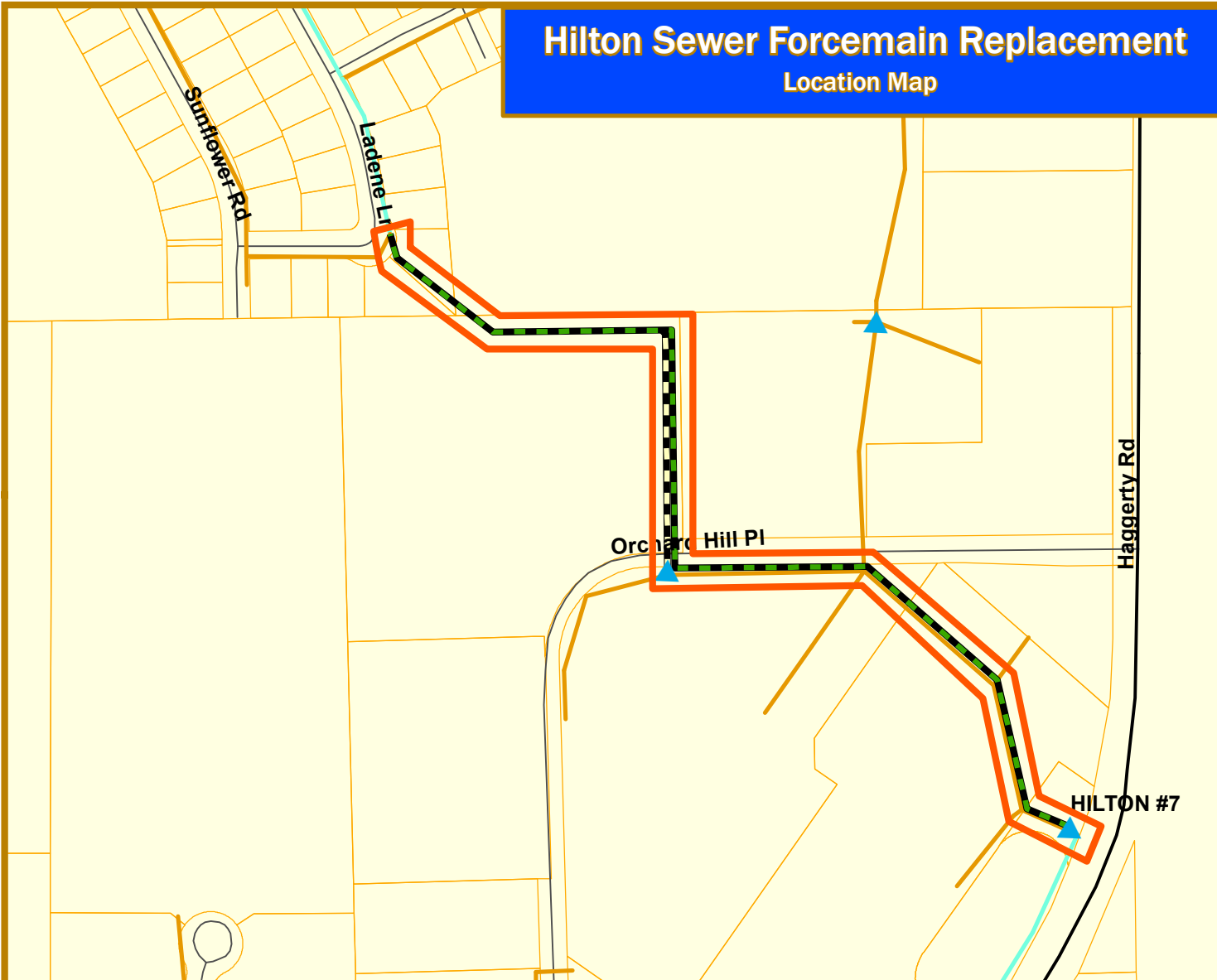
The construction contract was approved at the February 28, 2022, City Council meeting to D & D Water & Sewer, Inc., in the amount of \$881,250.00. Staff worked with the engineering consultant for this project, Spalding DeDecker, to review and verify the final contract payment amount of \$176,191.25 that is due the Contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, August 30, 2023).

There was one (1) approved change order issued resulting in an overall decrease of \$74,827.50 or 8.5% under the awarded amount. This approved change order resulted in a final contract price of \$806,422.50.

RECOMMENDED ACTION: 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.

Hilton Sewer Forcemain Replacement

Location Map



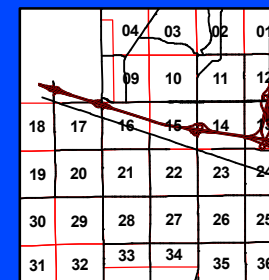
Map Author: Rebecca Runkel
Date: 12/4/2020
Project: Hilton Forcemain
Version #: 1.0

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.

Map Legend

-  Sanitary Lift Station
-  2"
-  8"
-  8"
-  10"
-  Other



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

0 100 200 400 600
Feet
1 inch = 348 feet



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

August 30, 2023

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

Re: *Hilton Pump Station Force Main – D & D Water & Sewer, Inc.*

Dear Mr. Staup:

We have received and reviewed closing documents for the Hilton Pump Station Force Main Project:

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

The closing documents appear to be in order. The Maintenance Bond that was originally provided is satisfactory for the final project cost. The Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Megan Mikus, Deputy Director of Public Works (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)



CITY OF NOVI

Balance Due This Payment = \$ 176,191.25

Sheet 1 of 5

PURCHASE ORDER NO.

96913

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Hilton Pump Station Forcmain Replacement

NOVI PROJECT NO.: 22-1202
CIP NO.: WTS026

PAYMENT NO.: FINAL

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

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

CONTRACTOR: D & D Water & Sewer, Inc.
5700 Sheldon Road South
Canton, Michigan 48188
(734) 397-3386

CONTRACT AMOUNT

ORIGINAL: \$881,250.00

REVISED: \$806,422.50

FINAL COMPLETION DATES

ORIGINAL: June 30, 2023

REVISED: _____

ACTUAL: _____

DATES OF ESTIMATE

FROM: January 18, 2023

TO: June 30, 2023

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Hilton Forcmain Replacement - Base Bid GL# 592-536.00-975.072 Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Crew Days - Division 1 - Base Bid	CD	30.00	\$ 700.00	\$ 21,000.00	30.00	\$ 700.00	\$ 21,000.00	11.50	\$ 8,050.00	38%	41.50	\$ 29,050.00	138%
0	Crew Days - Division 2	CD	0.00	\$ 700.00		0.00	\$ 700.00					0.00		
0	Crew Days - Division 3	CD	0.00	\$ 700.00		0.00	\$ 700.00					0.00		
0	Crew Days - Division 4	CD	0.00	\$ 700.00		0.00	\$ 700.00					0.00		
0	Crew Days - Division 5	CD	0.00	\$ 700.00		0.00	\$ 700.00					0.00		
	TOTAL CREW DAYS		30.00	\$ 700.00	\$ 21,000.00	30.00	\$ 700.00	\$ 21,000.00	11.50	\$ 8,050.00	38%	41.50	\$ 29,050.00	138%
1	Bonds, Insurance & Mobilization (10%)	LS	1.00	\$ 90,325.00	\$ 90,325.00	1.00	\$ 90,325.00	\$ 90,325.00	0.25	\$ 22,581.25	25%	1.00	\$ 90,325.00	100%
2	Pre-Construction Audio/Visual	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
3	Temporary Traffic Control Devices	LS	1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ 10,000.00	0.25	\$ 2,500.00	25%	1.00	\$ 10,000.00	100%
4	SESC Measures	LS	1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ 1,500.00				1.00	\$ 1,500.00	100%
5	Clearing and Grubbing	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
6	Restoration	LS	1.00	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	100%	1.00	\$ 30,000.00	100%
7	By-Pass Pumping	LS	1.00	\$ 5,000.00	\$ 5,000.00	0.00	\$ 5,000.00					0.00		
8	Tree Protection Fence	LF	650.00	\$ 5.00	\$ 3,250.00	0.00	\$ 5.00					0.00		
9	Curb and Gutter, Remove	LF	90.00	\$ 10.00	\$ 900.00	42.00	\$ 10.00	\$ 420.00	42.00	\$ 420.00	100%	42.00	\$ 420.00	100%
10	Pavement, Remove	SY	173.00	\$ 10.00	\$ 1,730.00	189.80	\$ 10.00	\$ 1,898.00	189.80	\$ 1,898.00	100%	189.80	\$ 1,898.00	100%
11	Tree, Rem, 6-inch to 18-inch	EA	7.00	\$ 500.00	\$ 3,500.00	5.00	\$ 500.00	\$ 2,500.00				5.00	\$ 2,500.00	100%
12	Subgrade Undercut (as needed)	CY	50.00	\$ 50.00	\$ 2,500.00	0.00	\$ 50.00					0.00		
13	HDPE to Ductile Iron Adapter	EA	14.00	\$ 2,500.00	\$ 35,000.00	15.00	\$ 2,500.00	\$ 37,500.00	1.00	\$ 2,500.00	7%	15.00	\$ 37,500.00	100%
14	Aggregate Base, 8-inch	SY	159.00	\$ 35.00	\$ 5,565.00	9.30	\$ 35.00	\$ 325.50	9.30	\$ 325.50	100%	9.30	\$ 325.50	100%
15	Aggregate Base, 6-inch	SY	36.00	\$ 30.00	\$ 1,080.00	55.50	\$ 30.00	\$ 1,665.00	55.50	\$ 1,665.00	100%	55.50	\$ 1,665.00	100%
16	HMA, 36A	TON	5.00	\$ 350.00	\$ 1,750.00	0.00	\$ 350.00					0.00		
17	HMA, 13A	TON	7.00	\$ 350.00	\$ 2,450.00	0.00	\$ 350.00					0.00		
18	HMA, 3C	TON	42.00	\$ 350.00	\$ 14,700.00	14.77	\$ 350.00	\$ 5,169.50	14.77	\$ 5,169.50	100%	14.77	\$ 5,169.50	100%
19	HMA, 4C	TON	42.00	\$ 350.00	\$ 14,700.00	0.00	\$ 350.00					0.00		
20	HMA, 5E1	TON	24.00	\$ 350.00	\$ 8,400.00	14.77	\$ 350.00	\$ 5,169.50	14.77	\$ 5,169.50	100%	14.77	\$ 5,169.50	100%
21	Curb and Gutter, Conc, Det F4	LF	90.00	\$ 100.00	\$ 9,000.00	42.00	\$ 100.00	\$ 4,200.00	42.00	\$ 4,200.00	100%	42.00	\$ 4,200.00	100%
22	Pipe Bursting	LF	181.00	\$ 150.00	\$ 27,150.00	0.00	\$ 150.00					0.00		
23	Directional Drill, 10-inch HDPE	LF	1939.00	\$ 150.00	\$ 290,850.00	2297.00	\$ 150.00	\$ 344,550.00	358.00	\$ 53,700.00	16%	2297.00	\$ 344,550.00	100%
24	Sanitary Forcmain, 10-inch Ductile Iro	LF	426.00	\$ 150.00	\$ 63,900.00	128.00	\$ 150.00	\$ 19,200.00	60.00	\$ 9,000.00	47%	128.00	\$ 19,200.00	100%
TOTAL THIS SHEET				\$ 628,250.00			\$ 559,422.50			\$ 139,128.75			\$ 559,422.50	100%

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

PAYMENT NO.: FINAL

[illegible]



CITY OF NOVI

Sheet 3 of 5

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Hilton Pump Station Forcemain
Replacement

NOVI PROJECT NO.: 22-1202
CIP NO.: WTS026

PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1.					COST OF COMPLETED WORK TO DATE								
Item No.	Hilton Forcemain Replacement		Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit			Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
32			0	0	0.00	\$ -	\$ -				0.00	\$ -	
33			0	0	0.00	\$ -	\$ -				0.00	\$ -	
34			0	0	0.00	\$ -	\$ -				0.00	\$ -	
35			0	0	0.00	\$ -	\$ -				0.00	\$ -	
36			0	0	0.00	\$ -	\$ -				0.00	\$ -	
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	
38			0	0	0.00	\$ -	\$ -				0.00	\$ -	
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	
40			0	0	0.00	\$ -	\$ -				0.00	\$ -	
41			0	0	0.00	\$ -	\$ -				0.00	\$ -	
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	
45			0	0	0.00	\$ -	\$ -				0.00	\$ -	
46			0	0	0.00	\$ -	\$ -				0.00	\$ -	
47			0	0	0.00	\$ -	\$ -				0.00	\$ -	
48			0	0	0.00	\$ -	\$ -				0.00	\$ -	
49			0	0	0.00	\$ -	\$ -				0.00	\$ -	
50			0	0	0.00	\$ -	\$ -				0.00	\$ -	
51			0	0	0.00	\$ -	\$ -				0.00	\$ -	
52			0	0	0.00	\$ -	\$ -				0.00	\$ -	
53			0	0	0.00	\$ -	\$ -				0.00	\$ -	
54			0	0	0.00	\$ -	\$ -				0.00	\$ -	
55			0	0	0.00	\$ -	\$ -				0.00	\$ -	
56			0	0	0.00	\$ -	\$ -				0.00	\$ -	
57			0	0	0.00	\$ -	\$ -				0.00	\$ -	
58			0	0	0.00	\$ -	\$ -				0.00	\$ -	
59			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET						\$ -	\$ -				\$ -		
TOTAL FROM OTHER SHEETS					\$ 881,250.00		\$ 806,422.50		\$ 139,128.75		\$ 806,422.50		
GRAND TOTAL					\$ 881,250.00		\$ 806,422.50		\$ 139,128.75		\$ 806,422.50	100%	



CITY OF NOVI

Sheet 4 of 5

PURCHASE ORDER NO.

96913

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Hilton Pump Station Forcemain
Replacement

NOVI PROJECT NO.: 22-1202
CIP NO.: WTS026

PAYMENT NO.: FINAL

Original Contract Amount: \$ 881,250.00

Change Orders: \$ (74,827.50)

Adjusted Contract Amount to Date: \$ 806,422.50

Total Cost of Work Performed to Date: \$ 806,422.50

MINUS Retainage: 0% \$ -
MINUS Inspection "Crew Days": To Date 41.50 \$ 8,050.00
This Pay 11.50

Net Amt. Earned of Contract and Extra Work to Date: \$ 798,372.50

MINUS L.D.'s: # of days over = \$ -
\$ amount/day = \$900

Subtotal: \$ 798,372.50

ADD Incentive "Crew Days", if under: \$ -

Subtotal: \$ 798,372.50

MINUS Amount of Previous Payments: \$ 622,181.25

1 \$ 81,024.50
2 \$ 280,912.80
3 \$ 260,243.95
4 \$ -
5 \$ -
6 \$ -
7 \$ -
8 \$ -
9 \$ -
10 \$ -

BALANCE DUE THIS PAYMENT: \$ 176,191.25

CHANGE ORDERS

No.	Date	Amount
1	June 30, 2023	\$ (74,827.50)
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL: \$ (74,827.50)

Inspection "Crew Days" Allowed per Contract:	30.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	30.00
Inspection "Crew Days" Used to Date:	41.50
Inspection "Crew Days" Remaining:	-11.50



CITY OF NOVI

Sheet 5 of 5

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Hilton Pump Station Forcemain
Replacement

NOVI PROJECT NO.: 22-1202
CIP NO.: WTS026

PAYMENT NO.: FINAL

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

Payment of the above AMOUNT DUE THIS APPLICATION
is recommended.

CITY OF NOVI

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Mark DiMichele

D & D Water & Sewer, Inc.
CONTRACTOR - Electronic Signature Certification

Spalding DeDecker
CONSULTANT - Electronic Signature Certification

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

WORK CHANGE DIRECTIVE & CHANGE ORDER No. 1

PURCHASE ORDER NO.
96913

NOVI NO.: 22-1202
CIP NO.: WTS026

Project:	Hilton Pump Station Forcemain Replacement
-----------------	--

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

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

Contractor:	D & D Water & Sewer, Inc. 5700 Sheldon Road South Canton, Michigan 48188 (734) 397-3386
--------------------	--

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:	June 30, 2023
----------------------	----------------------

Reasoning:	Balancing
-------------------	-----------

EXISTING CONTRACT ITEMS

[illegible]

[illegible]

Increase/Decrease in Contract Price	
Original Contract Amount	\$74,827.50
Sum of Previous Approved Change Orders	\$881,250.00
Revised Contract Amount	\$0.00
	\$806,422.50

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

Accepted By: Mark DeMichele
D & D Water & Sewer, Inc.

Prepared By: _____
Spalding DeDecker

Reviewed By: _____
Aaron J. Staup, Construction Engineer

Approved By: _____
Tracey Marzonie, Purchasing Manager



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No 0816165

PROJECT: *(Name and address)*
Hilton Forcemain Replacement. Job No.
NV20005

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR:

ARCHITECT: ☐

TO OWNER: *(Name and address)*

CONTRACT DATED:

CONTRACTOR: ☐

City of Novi
45175 W. Ten Mile Road
Novi, MI 48375-3024

SURETY: ☒

OTHER: ☐

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

Harco National Insurance Company
PO Box 10800
Raleigh, NC 27605-0800

on bond of
(Insert name and address of Contractor)

, SURETY,

D & D Water & Sewer, Inc.
5700 South Sheldon Rd
Canton, MI 48188

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

, CONTRACTOR,

City of Novi
45175 W. Ten Mile Road
Novi, MI 48375-3024
as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 08/11/2023
(Insert in writing the month followed by the numeric date and year.)

Harco National Insurance Company
(Surety)

(Signature of authorized representative)

Attest:
(Seal):

Deanne Turner

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

POWER OF ATTORNEY

Bond # 0816165

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

T.L. YOUNG, KATHLEEN M. IRELAN, WENDY L. HINGSON, IAN J. DONALD, ROBERT TROBEC, ALAN P. CHANDLER, T.J. GRIFFIN, JEFFREY A. CHANDLER, TERENCE J. GRIFFIN, JOHN L. BUDDE, SUSAN L. SMALL, PATRICK E. WILLIAMS

Troy, MI

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz
a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 8/11/2023

A00502

Irene Martins, Assistant Secretary



CONTRACTORS SWORN STATEMENT

The general contractor must execute this Sworn Statement. Prior to execution, the general contractor shall on Schedule B of this Sworn Statement list the names of all persons, firms, or corporations engaged by the General Contractor to furnish services, equipment, labor and/or materials in connection with the work performed on the premises including the type of work materials furnished by each.

The examining attorney shall verify that every person or firm listed in Schedule B has properly executed appropriate waivers of lien prior to issuance of any final payments.

STATE OF MICHIGAN

COUNTY OF WAYNE

The undersigned, being duly sworn, on oath deposes and says that (s)he is the

PRESIDENT

(Title)

of the

D&D WATER & SEWER, INC.

(Firm Name)

the contractor employed by the City of Novi to furnish labor and materials for the

NOVI HILTON FORCE MAIN

(Description of Improvement)

located at:

NOVI, MICHIGAN

The total amount of the contract is 806,422⁵⁰/₁₀₀ of which I have received payment of 622,181.25 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

The undersigned further states that all material (except as disclosed on said Schedule B) has been or will be furnished from his/her own stock and has been paid for in full; that there are no other contracts or subcontracts for said work outstanding, and that there is nothing due or to become due to any person for services, equipment, material, labor, or any other work done or to be done in connections with said work other than the stated on Schedule B. There are no chattel mortgages, personal property leases, conditional sale contracts or any other agreements given are now outstanding as to nay fixtures, equipment, appliances or materials placed upon or installed in or upon the aforementioned premises or improvements thereon. All waivers are true, correct, and genuine and are delivered unconditionally. Furthermore, there is no claim, either legal or equitable; to defeat the validity of said waivers.

Signed this 28 day of JULY, 2023

Name: Mark R. L.
(individual/corporation/partnership)

By: PRESIDENT Attest: _____
(Title) (Title)

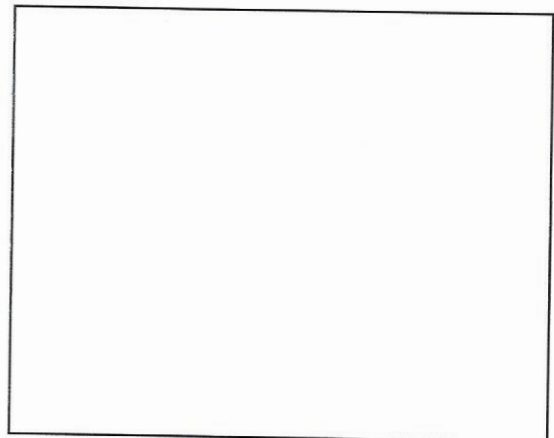
Subscribed and sworn to before me this 28th day of July, 2023

Notary Public: [Signature]

Jabin B. Young
Notary Public, State of MI
County of Wayne
My Commission Expires Mar. 13, 2025
Acting in the County of Wayne



NOTARY SEAL



SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
Advance Concrete Products	Precast Vaults	\$22,862.08	\$22,862.08		0.0%	\$0.00
ETNA Supply	Pipe and Fittings	\$139,662.25	\$139,662.25		0.0%	\$0.00
Nagle Paving Co	Asphalt Pavement	\$11,806.00	\$11,806.00		0.0%	\$0.00
DanK Restoration	Landscape Restoration	\$46,819.95	\$46,819.95		0.0%	\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
TOTALS		\$221,150.28	\$221,150.28	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract: \$881,250.00

Work Completed to Date: \$806,422.50

Plus: Extras to Contract: \$0.00

Less: Total Retainage: \$8,050.00

Total: Contract plus Extras: \$881,250.00

Less: Amount Previously Paid: \$622,181.25

Less: Credits to Contract: \$74,827.50

Less: Amount of this Request: \$0.00

Total: Adjusted Contract: \$806,422.50

Total Balance Due: \$176,191.25



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with D&D Water & Sewer to provide
(Prime Contracting Party)

Precast Concrete Vaults for the improvement of the property
(Type of service)

described as Hilton Forcemain Replacement
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

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

Signed on: 8/7/23

(Signature of Lien Claimant)

(Printed Name of Lien Claimant)

(Title of Lien Claimant)

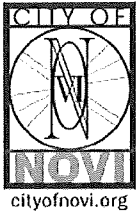
Company Name: Advance Concrete Products Co.

Address: 975 N. Milford Rd.

Telephone: 248-887-4173

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

22-1212



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with D3D Water & Sewer to provide
(Prime Contracting Party)

pipe & Fittings for the improvement of the property
(Type of service)

described as Novi Hilton
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

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

Signed on: 8-7-23

Bill Minor

(Signature of Lien Claimant)

Bill Minor

(Printed Name of Lien Claimant)

Credit Mgr

(Title of Lien Claimant)

Company Name: Etwa Supply

Address: 4109 Clay Grand Rapids, MI 49548

Telephone: 616-544-5140

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with D & D Water + Sewer, Inc. to provide
(Prime Contracting Party)

asphalt for the improvement of the property
(Type of service)

described as Novi Hilton
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

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

Signed on: 8/7/23

[Signature]
(Signature of Lien Claimant)

Melissa A. Fisher
(Printed Name of Lien Claimant)

Executive Assistant
(Title of Lien Claimant)

Company Name: Nagle Paving Company

Address: 39525 W. 13. Mile Rd, Ste 300, Novi MI, 48377

Telephone: 248 553 0600

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with D & D WATER & SEWER to provide
(Prime Contracting Party)

RESTORATION for the improvement of the property
(Type of service)

described as NOVI ORCHARD HILL PLACE
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

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

Signed on: 8-9-23

[Signature]
(Signature of Lien Claimant)

NICOLE KEENAN
(Printed Name of Lien Claimant)

PRESIDENT
(Title of Lien Claimant)

Company Name: DAN K'S INC

Address: 28520 BARBARA LN GROSSE ILE MI 48138

Telephone: 734 671-5691

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with City of Novi to provide
(Prime Contracting Party)

Sanitary Sewer Forcemain for the improvement of the property
(Type of service)

described as Novi Hilton Forcemain
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

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

Signed on: 7/28/2023

Mark DiMichele

(Signature of Lien Claimant)

Mark DiMichele

(Printed Name of Lien Claimant)

President

(Title of Lien Claimant)

Company Name: D & D Water & Sewer, Inc

Address: 5700 Sheldon Rd S, Canton MI 48188

Telephone: 734-397-3386

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



CITY OF NOVI CITY COUNCIL
SEPTEMBER 11, 2023

SUBJECT: 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.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 1,999,454.13
AMOUNT BUDGETED	\$ 2,637,508.00 FY 2022-23 Budget Rollover
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	211-445.00-975.146

BACKGROUND INFORMATION:

Meadowbrook Lake, which is part of the Meadowbrook Lake subdivision, receives surface water from two inlet tributaries on the north end of the lake (the Walled Lake Branch of the Middle Rouge and Ingersol Creek). Sediment has been building up at both tributaries, resulting in the formation of sediment 'islands' at the north end of the lake. Construction activities north of the lake several years ago may have resulted in an influx of sediment into the Middle Rouge tributary. The sediment fan, or 'islands', that have accumulated at the tributaries are likely obstructing the flow of water into the lake, and they have limited the residents' ability to use the lake for recreation, such as fishing. Additionally, the Middle Rouge channel leading into the lake south of Chattman Road has eroded significantly. The channel runs between two homes, with the banks less than 50 feet from either home. Stabilizing the streambank at this location will help reduce bank erosion and sediment loading into the lake and will reduce the threat of a steepening and/or widening channel. The project will involve hydraulically dredging 7,000 cubic yards of sediment from the tributary areas along with stabilization of approximately 230 feet of the Middle Rouge inlet channel south of Chattman Road.

OHM Advisors assisted the Engineering Division with developing engineering design plans for the project. The plans were advertised for public bids on July 18, 2023. One (1) bid was

received and opened on August 8, 2023, following the solicitation period. M-K Construction, the sole bidder, is recommended in the best interest of the City, as it is responsive and complies with all requirements of the bidding instructions. The award recommendation letter including the bid tabulation is attached.

The contract administration and geotechnical engineering services related to this project will be awarded to the following pre-qualified firms using the fee percentages in the Agreements for Professional Engineering Services and Geotechnical Engineering Services for Public Projects. Construction is expected to begin next spring and last approximately 4 months.

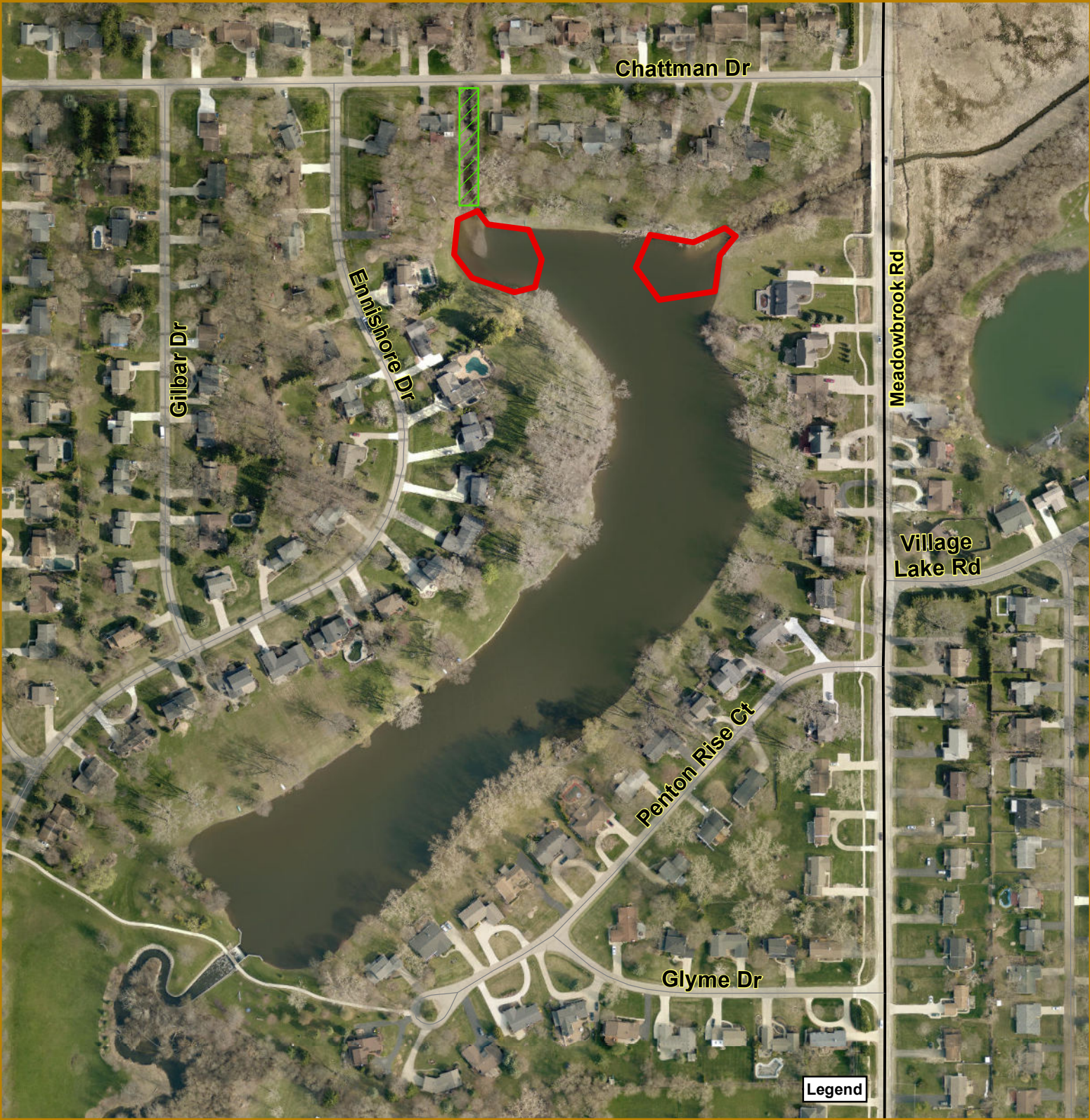
OHM Advisors		
Contract Administration	5% of the construction award (\$1,999,454.13 X 0.05)	\$ 99,972.71
Crew Days	\$800 daily inspection fee x 90 days	\$ 72,000.00

G2		
Material testing services	1.9% of the construction award (\$1,999,454.13 X 0.019)	\$ 37,989.63

RECOMMENDED ACTION: 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.

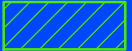
Middle Rouge Streambank Stabilization and Meadowbrook Lake Dredging

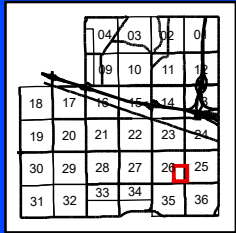
Location Map



Map Author: Runkel
Date: 8-15-23
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.

-  Proposed Dredge Area
-  Streambank Stabilization



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 = 270 feet

August 15, 2023

Ben Croy, P.E.
City Engineer
City of Novi, Department of Public Works
26300 Lee Begole Drive
Novi, MI 48375

RE: Middle Rouge Stream Stabilization and Meadowbrook Lake Dredging
Recommendation of Award

Dear Mr. Ben Croy:

A sealed bid for the Middle Rouge Stream Stabilization and Meadowbrook Lake Dredging project was received by the City from one (1) bidder. We have reviewed and checked the bid, and attached the Bid Tabulation for your information. The lowest bidder is as follows:

Contractor	TOTAL BID
M-K Construction Co., Inc.	\$2,071,454.13

The project scope consists of dredging approximately 7000 cubic yards of material within Meadowbrook Lake and approximately 230 feet of stream stabilization along the Walled Lake branch of the Middle Rouge River. The final engineer's estimate of probable construction cost was approximately \$3,190,000.

M-K Construction Co., Inc. is the apparent lowest responsible bidder for this project. OHM Advisors reviewed projects submitted with the bid and performed reference checks. After review of the bid packages, it was identified that the bid received is 35% lower than the engineer's estimate of probable construction cost. Based on the bid received and conversations with references, we believe the bid result is due to the fact that M-K Construction uses little to no sub-contractors.

M-K Construction Co., Inc. provided additional dredging project references to supplement those submitted in the sealed bid. OHM Advisors reviewed the relevant projects submitted and determined that M-K Construction Co., Inc has satisfactorily completed similar projects for southeast Michigan communities. Therefore, we recommend award of this contract to M-K Construction Co., Inc. in the amount of **\$1,999,454.13** per the unit prices bid for the project. Please note that this contract award amount is derived from the total bid amount of \$2,071,454.13, less the crew day cost of \$72,000.

If you have any questions, please do not hesitate to call me at (734) 466-4567.

Sincerely,
OHM Advisors



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



Encl: Bid Tabulation
cc: Jeff Herczeg, Director of Public Works
Aaron Staup, Construction Engineer
Rebecca Runkel, Project Engineer
Tim Juidici, P.E., OHM
Steven Siklich, P.E., OHM

Tabulation for Bids Received on 8/8/2023
 Middle Rouge Stream Stabilization and Meadowbrook Lake Dredging
 City of Novi, Oakland County, State of Michigan
 OHM Job No.: 0163-21-0010

M-K Construction Co., Inc.
 18388 Dix Toledo Rd
 Brownstown, MI 48193
 Phone: (734) 283-4637

Item No.	Description	Estimated Quantity	Unit Price	Amount
1)	Mobilization, Max 5%	1 LSUM	\$100,000.00	\$100,000.00
2)	Audio Video Route Survey	1 LSUM	\$57,000.00	\$57,000.00
3)	Traffic Maintenance and Control	1 LSUM	\$21,000.00	\$21,000.00
4)	Clearing & Grubbing	0.05 Acre	\$840,000.00	\$42,000.00
5)	Culv, Rem, Less than 24 inch	1 Ea	\$2,100.00	\$2,100.00
6)	Sidewalk, Rem	13 Syd	\$161.53	\$2,099.89
7)	Non Haz Contaminated Material Handling and Disposal, LM	7000 Cyd	\$34.58	\$242,060.00
8)	Ditch Grading	100 Ft	\$77.35	\$7,735.00
9)	Erosion Control, Gravel Access Approach	1 Ea	\$85,344.14	\$85,344.14
10)	Erosion Control, Sediment Trap	1 Ea	\$52,677.47	\$52,677.47
11)	Erosion Control, Silt Fence	512 Ft	\$14.00	\$7,168.00
12)	Erosion Control, Turbidity Curtain, Deep	375 Ft	\$145.13	\$54,423.75
13)	Erosion Control, Turbidity Curtain, Shallow	50 Ft	\$42.00	\$2,100.00
14)	Aggregate Base, 4 inch	15 Syd	\$280.00	\$4,200.00
15)	Culv, CI E, Conc, 12 inch	24 Ft	\$175.00	\$4,200.00
16)	Sidewalk, Conc, 4 inch	117 Sft	\$59.82	\$6,998.94
17)	Fence, Temp	300 Ft	\$14.00	\$4,200.00
18)	Dredge, Silt/Sand	7000 Cyd	\$94.20	\$659,400.00
19)	Detail A, Streambank Stabilization	2.30 Sta	\$217,933.45	\$501,246.94
20)	Sump Lead, Remove and Replace	1 Ea ¹	\$1,200.00	\$1,200.00
21)	Tree, Replacement, 3 Gallon	3 Ea	\$700.00	\$2,100.00
22)	Irrigation Line Replacement	400 Ft	\$12.25	\$4,900.00
23)	Irrigation Head Replacement	30 Ea	\$70.00	\$2,100.00
24)	Watering and Cultivating, First Season	1 LSUM	\$7,000.00	\$7,000.00
25)	Watering and Cultivating, Second Season	1 LSUM	\$200.00	\$200.00
26)	Topsoil and Sod, 3 inch	4500 Syd	\$28.00	\$126,000.00
27)	Crew Days	90 Cday	\$800.00	\$72,000.00
TOTAL BID AMOUNT				<u>\$2,071,454.13</u>

¹ Quantity adjusted to reflect engineer's quantity error

BID
for
Middle Rouge Stream Stabilization and Meadowbrook Lake Dredging

Bid of M-K CONSTRUCTION CO., INC hereinafter called
Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as
M-K CONSTRUCTION CO., INC *

Insert as applicable: "a corporation", "a partnership" or "an individual".

TO THE CITY OF NOVI, MICHIGAN, hereinafter called OWNER:

The undersigned as Bidder hereby declares: that this Bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that the Bidder has read and examined the Advertisement for Bids, Instructions to Bidders, Bid, General Conditions, Supplementary Conditions, Agreement, Forms of Bond, Specifications and Drawings, as prepared by the ENGINEER, and understands all of the same; that the Bidder of its representative has made personal investigation at the site and has become fully familiar with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project and performing related work in full accordance with the aforesaid Contract Documents, including any and all Addenda officially issued, their receipt of which is hereby acknowledged:

Addendum No.

01
02
03

Addendum Date

7-18-23
7-19-23
8-1-23

The Contract will be awarded to the lowest responsive, responsible Bidder based on the unit prices for all Work specified.

The Bidder agrees to complete the Project for the following unit prices:

Item No.	Item Description	Qty	Unit	Unit Price	Total Price
Category 1 – All					
1	Mobilization, Max 5%	1.00	LSUM	\$ <u>100,000.-</u>	\$ <u>100,000.-</u>
2	Audio Video Route Survey	1.00	LSUM	\$ <u>57,000.-</u>	\$ <u>57,000.-</u>
3	Traffic Maintenance and Control	1.00	LSUM	\$ <u>21,000.-</u>	\$ <u>21,000.-</u>
4	Clearing & Grubbing	0.05	Acre	\$ <u>840,000.-</u>	\$ <u>42,000.-</u>
5	Culv, Rem, Less than 24 inch	1.00	Ea	\$ <u>2100.-</u>	\$ <u>2,100.-</u>
6	Sidewalk, Rem	13.00	Syd	\$ <u>161.53</u>	\$ <u>2,099.89</u>



Item No.	Item Description	Qty	Unit	Unit Price	Total Price
7	Non Haz Contaminated Material Handling and Disposal, LM	7000.00	Cyd	\$ <u>34.58</u>	\$ <u>242060.-</u>
8	Ditch Grading	100.00	Ft	\$ <u>77.35</u>	\$ <u>7735.-</u>
9	Erosion Control, Gravel Access Approach	1.00	Ea	\$ <u>85344.14</u>	\$ <u>85344.14</u>
10	Erosion Control, Sediment Trap	1.00	Ea	\$ <u>52677.47</u>	\$ <u>52677.47</u>
11	Erosion Control, Silt Fence	512.00	Ft	\$ <u>14.-</u>	\$ <u>7168.-</u>
12	Erosion Control, Turbidity Curtain, Deep	375.00	Ft	\$ <u>145.13</u>	\$ <u>54423.75</u>
13	Erosion Control, Turbidity Curtain, Shallow	50.00	Ft	\$ <u>42.-</u>	\$ <u>2100.-</u>
14	Aggregate Base, 4 inch	15.00	Syd	\$ <u>280.-</u>	\$ <u>4200.-</u>
15	Culv, CI E, Conc, 12 inch	24.00	Ft	\$ <u>175.-</u>	\$ <u>4200.-</u>
16	Sidewalk, Conc, 4 inch	117.00	Sft	\$ <u>59.82</u>	\$ <u>6998.94</u>
17	Fence, Temp	300.00	Ft	\$ <u>14.-</u>	\$ <u>4200.-</u>
18	Dredge, Silt/Sand	7000.00	Cyd	\$ <u>94.20</u>	\$ <u>659400.-</u>
19	Detail A, Streambank Stabilization	2.30	Sta	\$ <u>217933.45</u>	\$ <u>501246.94</u>
20	Sump Lead, Remove and Replace	1200.00	Ea	\$ <u>1.00</u>	\$ <u>1200.-</u>
21	Tree, Replacement, 3 Gallon	3.00	Ea	\$ <u>700.-</u>	\$ <u>2100.-</u>
22	Irrigation Line Replacement	400.00	Ft	\$ <u>12.25</u>	\$ <u>4900.-</u>
23	Irrigation Head Replacement	30.00	Ea	\$ <u>70.-</u>	\$ <u>2100.-</u>
24	Watering and Cultivating, First Season	1.00	LSUM	\$ <u>7000.-</u>	\$ <u>7000.-</u>
25	Watering and Cultivating, Second Season	1.00	LSUM	\$ <u>200.-</u>	\$ <u>200.-</u>
26	Topsoil and Sod, 3 inch	4500.00	Syd	\$ <u>28.-</u>	\$ <u>126000.-</u>
27	Crew Days	<u>90</u>	Cday	\$ <u>800.00</u>	\$ <u>72000.-</u>
Total Bid Amount (ITEM 1-27 incl.):					\$ <u>2,071,454.13</u>

If the foregoing Bid shall be accepted by the OWNER, the undersigned agrees to enter into the attached form of Agreement within ten (10) days after receiving notice of such acceptance, will furnish the OWNER satisfactory bonds and certificates of insurance coverage, and will complete the Project, at the price and within the time stated in this Bid.

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to Proceed received. **The undersigned shall complete the Work to Substantial Completion within 90 days from**



when constructions begins, and to Final Completion, including restoration and all punch list items, by November 1, 2025.

The undersigned attaches hereto its Bid security, as required by the Advertisement for Bids and Instructions to Bidders. The undersigned agrees that in case it shall fail to fulfill its obligations under the foregoing Bid, and/or shall fail to furnish bonds, as specified, the OWNER may, at its option determine that the undersigned has abandoned its rights and interests in such Contract and that its Bid security accompanying its Bid; has been forfeited to the said OWNER, but otherwise the Bid security shall be returned to the undersigned upon the execution of the Contract and the acceptance of the bonds.

The undersigned also agrees that for each and every calendar day that he may be in default of Substantial Completion of the Work, within the time specified in this Bid, the OWNER will suffer a damage of FIFTEEN hundred dollars (\$1500.00) per day, and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with the Agreement.

In submitting this Bid, it is understood that the right is reserved by the OWNER to accept any bid, to reject any or all Bids, and to waive irregularities in bidding in the interest of the OWNER.

SUBMITTED on 8/8/2023
Date*

BY: M-K CONSTRUCTION CO. INC
Name of Bidder*

18388 DIX - TOLEDO RD
Street*

Mark Kobocak
Signature

BROWNSTOWN, MI 48193
City, State, ZIP*

MARK KOBOLAK - PRESIDENT
Name and Title of Signatory*

734-283-4637
Telephone Number*

734-283-0020
Facsimile Number*

*Typed or printed in ink.





CITY OF NOVI CITY COUNCIL
SEPTEMBER 11, 2023

SUBJECT: 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.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 108,809.87 Expense <u>\$ 39,586.75 Retainage</u> \$ 148,396.62 Total
AMOUNT BUDGETED	\$ 996,539.00 FY 2022-23 Budget
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	592-536.00-976.071

BACKGROUND INFORMATION:

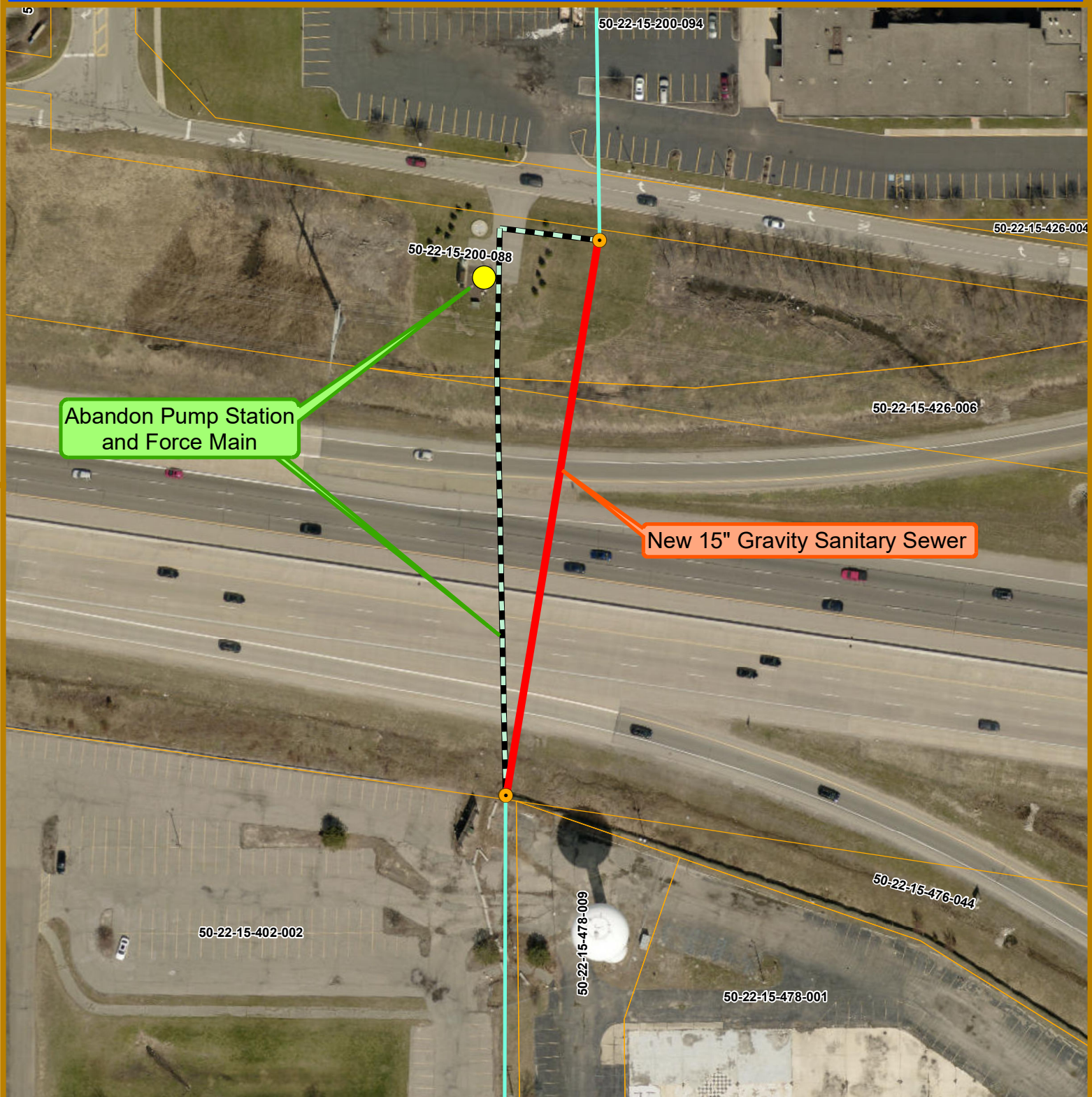
This project involved the construction of a 15-inch diameter gravity sanitary sewer under I-96, which would allow the abandonment of the existing West Oaks sanitary sewer pump station and force main. The pump station was constructed in the 1990's following the collapse of the gravity sewer serving this area. Since pump stations require a significant amount of maintenance, replacement of the force main with a gravity sewer greatly reduces the time and money spent on preservation. The new sewer was bored under I-96, to avoid disruption of the existing infrastructure.

The construction contract was approved at the February 28, 2022, City Council meeting to L. D'Agostini & Sons, Inc., in the amount of \$791,735.00. Staff worked with the engineering consultant for this project, OHM-Advisors, to review and verify the final contract payment amount of \$148,396.62 that is due the Contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, August 16, 2023).

There was one (1) approved change order issued resulting in an overall decrease of \$43,365.13 or 5.5% under the awarded amount. This approved change order resulted in a final contract price of \$748,369.87.

RECOMMENDED ACTION: 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.

I-96 Sanitary Sewer Crossing and West Oaks Pump Station Abandonment

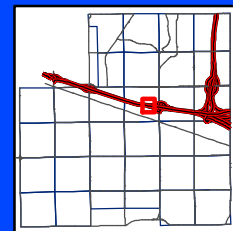


Map Author: Humna Anjum
Date: 1/12/2021
Project: I96 SS/West Oaks PS
Version #: 1.1

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

Map Legend

- Sanitary Lift Station
- Sanitary Manhole
- Force Main**
 - 8"
- Gravity Main**
 - 15"



City of Novi

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



0 20 40 80 120
Feet
1 inch = 98 feet

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

August 16, 2023

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

Re: *I-96 Sewer Crossing and West Oaks Pump Station Abandonment – L. D'Agostini & Sons, Inc.*

Dear Mr. Staup:

We have received and reviewed closing documents for the I-96 Sewer Crossing and West Oaks Pump Station Abandonment Project:

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

The closing documents appear to be in order. The Maintenance Bond that was originally provided is satisfactory for the final project cost. The Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

Enclosure

- C: Cortney Hanson, Clerk (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Megan Mikus, Deputy Director of Public Works (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)



CITY OF NOVI

Sheet 1 of 5

Balance Due This Payment = \$ 148,396.62

PURCHASE ORDER NO.

96915

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

APPLICATION FOR FINAL PAYMENT

PROJECT:	I-96 Sewer Crossing & West Oaks Pump Station Abandonment	NOVI PROJECT NO.:	22-1201	PAYMENT NO.:	FINAL	REVISED
		CIP NO.:	WTS035			
OWNER:	City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER:	OHM Advisors 34000 Plymouth Road Livonia, Michigan 48150 (734) 522-6711	CONTRACTOR:	L. D'Agostini & Sons, Inc. 15801 23 Mile Road Macomb, Michigan 48042 (586) 781-5800	
CONTRACT AMOUNT		FINAL COMPLETION DATES		DATES OF ESTIMATE		
ORIGINAL:	\$791,735.00	ORIGINAL:	November 22, 2022	FROM:	February 26, 2023	
REVISED:	\$748,369.87	REVISED:		TO:	June 30, 2023	
		ACTUAL:				

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	I-96 Sewer Crossing & West Oaks PS - Base Bid GL# 592-536.00-976.071		CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Crew Days - Division 1 - Base Bid	CD	50.00	\$ 700.00	\$ 35,000.00	58.50	\$ 700.00	\$ 40,950.00	3.00	\$ 2,100.00	5%	58.50	\$ 40,950.00	100%
0	Crew Days - Division 2	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00		
0	Crew Days - Division 3	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00		
0	Crew Days - Division 4	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00		
0	Crew Days - Division 5	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00		
	TOTAL CREW DAYS		50.00	\$ 700.00	\$ 35,000.00	58.50	\$ 700.00	\$ 40,950.00	3.00	\$ 2,100.00	5%	58.50	\$ 40,950.00	100%
1	Mobilization, Max 5%	LS	1.00	\$ 40,000.00	\$ 40,000.00	1.00	\$ 40,000.00	\$ 40,000.00	0.25	\$ 10,000.00	25%	1.00	\$ 40,000.00	100%
2	Traffic Maintenance and Control	LS	1.00	\$ 3,750.00	\$ 3,750.00	1.00	\$ 3,750.00	\$ 3,750.00				1.00	\$ 3,750.00	100%
3	Audio-Visual Route Survey	LS	1.00	\$ 1,350.00	\$ 1,350.00	1.00	\$ 1,350.00	\$ 1,350.00				1.00	\$ 1,350.00	100%
4	Dr Structure, Remove	EA	1.00	\$ 900.00	\$ 900.00	0.00	\$ 900.00	\$ -				0.00		
5	Sewer, Rem, Less Than 24-inch	LF	14.00	\$ 60.00	\$ 840.00	60.00	\$ 60.00	\$ 3,600.00	46.00	\$ 2,760.00	77%	60.00	\$ 3,600.00	100%
6	Fence, Remove	LF	60.00	\$ 20.00	\$ 1,200.00	60.00	\$ 20.00	\$ 1,200.00	60.00	\$ 1,200.00	100%	60.00	\$ 1,200.00	100%
7	Pavement, Remove	SY	179.00	\$ 30.00	\$ 5,370.00	179.00	\$ 30.00	\$ 5,370.00				179.00	\$ 5,370.00	100%
8	Conc Barrier, Rem, Salv and Replace	LF	144.00	\$ 33.00	\$ 4,752.00	0.00	\$ 33.00	\$ -				0.00		
9	Light Pole, Rem, Salv and Replace	EA	1.00	\$ 3,200.00	\$ 3,200.00	1.00	\$ 3,200.00	\$ 3,200.00				1.00	\$ 3,200.00	100%
10	Erosion Control, Inlet Protection	EA	5.00	\$ 350.00	\$ 1,750.00	5.00	\$ 350.00	\$ 1,750.00				5.00	\$ 1,750.00	100%
11	Erosion Control, Silt Fence	LF	194.00	\$ 10.00	\$ 1,940.00	221.90	\$ 10.00	\$ 2,219.00	27.90	\$ 279.00	13%	221.90	\$ 2,219.00	100%
12	Bypass Pumping, Furn, Oper, Rem	LS	1.00	\$ 60,000.00	\$ 60,000.00	1.00	\$ 60,000.00	\$ 60,000.00				1.00	\$ 60,000.00	100%
13	Dewatering System	LS	1.00	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	\$ 30,000.00				1.00	\$ 30,000.00	100%
14	Agg Base, 21AA, 8-inch	SY	179.00	\$ 19.00	\$ 3,401.00	179.00	\$ 19.00	\$ 3,401.00	179.00	\$ 3,401.00	100%	179.00	\$ 3,401.00	100%
15	Casing Pipe, Steel, 36-inch, B & J	LF	288.00	\$ 1,050.00	\$ 302,400.00	288.00	\$ 1,050.00	\$ 302,400.00				288.00	\$ 302,400.00	100%
16	Trench Undercut & Backfill	CY	25.00	\$ 100.00	\$ 2,500.00	0.00	\$ 100.00	\$ -				0.00		
17	Storm Sewer Reconnection, < 15-inch	EA	1.00	\$ 1,800.00	\$ 1,800.00	0.00	\$ 1,800.00	\$ -				0.00		
18	Dr Structure, 48-inch diameter	EA	1.00	\$ 5,250.00	\$ 5,250.00	0.00	\$ 5,250.00	\$ -				0.00		
19	HMA, 3C, 2.5-inch, Parking Lot	SY	179.00	\$ 63.00	\$ 11,277.00	276.50	\$ 63.00	\$ 17,419.50	276.50	\$ 17,419.50	100%	276.50	\$ 17,419.50	100%
20	HMA, 5EML, 1.5-inch, Parking Lot	SY	179.00	\$ 70.00	\$ 12,530.00	276.50	\$ 70.00	\$ 19,355.00	276.50	\$ 19,355.00	100%	276.50	\$ 19,355.00	100%
21	Fence, Woven Wire w/Steel Post	LF	60.00	\$ 75.00	\$ 4,500.00	0.00	\$ 75.00	\$ -				0.00		
22	3-inch Topsoil, Seed & Mulch Blanket	SY	1078.00	\$ 30.00	\$ 32,340.00	1078.00	\$ 30.00	\$ 32,340.00	1078.00	\$ 32,340.00	100%	1078.00	\$ 32,340.00	100%
23	West Oaks Pump Station, Abandon	LS	1.00	\$ 75,000.00	\$ 75,000.00	1.00	\$ 75,000.00	\$ 75,000.00				1.00	\$ 75,000.00	100%
24	Sanitary Structure, 48-inch Dia.	EA	5.00	\$ 8,000.00	\$ 40,000.00	5.00	\$ 8,000.00	\$ 40,000.00	1.00	\$ 8,000.00	20%	5.00	\$ 40,000.00	100%

TOTAL THIS SHEET \$ 646,050.00 \$ 642,354.50 \$ 94,754.50 \$ 642,354.50 100%

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

[illegible]



CITY OF NOVI

Sheet 3 of 5

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

APPLICATION FOR FINAL PAYMENT

PROJECT: I-96 Sewer Crossing & West Oaks
Pump Station Abandonment

NOVI PROJECT NO.: 22-1201
CIP NO.: WTS035

PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1.					COST OF COMPLETED WORK TO DATE								
Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
33	Pump Rental Reimbursement	LS	0	0	1.00	\$ (2,757.13)	\$ (2,757.13)	1.00	\$ (2,757.13)	100%	1.00	\$ (2,757.13)	100%
34			0	0	0.00	\$ -	\$ -				0.00	\$ -	
35			0	0	0.00	\$ -	\$ -				0.00	\$ -	
36			0	0	0.00	\$ -	\$ -				0.00	\$ -	
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	
38			0	0	0.00	\$ -	\$ -				0.00	\$ -	
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	
40			0	0	0.00	\$ -	\$ -				0.00	\$ -	
41			0	0	0.00	\$ -	\$ -				0.00	\$ -	
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	
45			0	0	0.00	\$ -	\$ -				0.00	\$ -	
46			0	0	0.00	\$ -	\$ -				0.00	\$ -	
47			0	0	0.00	\$ -	\$ -				0.00	\$ -	
48			0	0	0.00	\$ -	\$ -				0.00	\$ -	
49			0	0	0.00	\$ -	\$ -				0.00	\$ -	
50			0	0	0.00	\$ -	\$ -				0.00	\$ -	
51			0	0	0.00	\$ -	\$ -				0.00	\$ -	
52			0	0	0.00	\$ -	\$ -				0.00	\$ -	
53			0	0	0.00	\$ -	\$ -				0.00	\$ -	
54			0	0	0.00	\$ -	\$ -				0.00	\$ -	
55			0	0	0.00	\$ -	\$ -				0.00	\$ -	
56			0	0	0.00	\$ -	\$ -				0.00	\$ -	
57			0	0	0.00	\$ -	\$ -				0.00	\$ -	
58			0	0	0.00	\$ -	\$ -				0.00	\$ -	
59			0	0	0.00	\$ -	\$ -				0.00	\$ -	
60			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ (2,757.13)		\$ (2,757.13)			\$ (2,757.13)	
TOTAL FROM OTHER SHEETS					\$ 791,735.00		\$ 751,127.00		\$ 106,317.00			\$ 751,127.00	
GRAND TOTAL					\$ 791,735.00		\$ 748,369.87		\$ 103,559.87			\$ 748,369.87	100%



751,069.87
(748,369.87)
2,700.00

CITY OF NOVI

PURCHASE ORDER NO.

96915

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: I-96 Sewer Crossing & West Oaks
Pump Station Abandonment
NOVI PROJECT NO.: 22-1201
CIP NO.: WTS035
PAYMENT NO.: FINAL

Original Contract Amount: \$ 791,735.00

Change Orders: \$ (43,365.13)

Adjusted Contract Amount to Date: \$ 748,369.87

Total Cost of Work Performed to Date: \$ 748,369.87

MINUS Retainage: 0% \$ -
MINUS Inspection "Crew Days": To Date 58.50 \$ -
This Pay 3.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 748,369.87

MINUS L.D.'s: # of days over = \$ -
\$ amount/day = \$800

Subtotal: \$ 748,369.87

ADD Incentive "Crew Days", if under: \$ -

Subtotal: \$ 748,369.87

MINUS Amount of Previous Payments: \$ 599,973.25

1 \$ 95,049.00
2 \$ 189,225.00
3 \$ 315,699.25
4 \$ -
5 \$ -
6 \$ -
7 \$ -
8 \$ -
9 \$ -
10 \$ -

BALANCE DUE THIS PAYMENT: \$ **148,396.62**

CHANGE ORDERS

No.	Date	Amount
1	June 30, 2023	\$ (43,365.13)
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL: \$ (43,365.13)

Inspection "Crew Days" Allowed per Contract:	50.00
Additional "Crew Days" per Change Orders:	8.50
Total Inspection "Crew Days" Allowed:	58.50
Inspection "Crew Days" Used to Date:	58.50
Inspection "Crew Days" Remaining:	0.00



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT:	I-96 Sewer Crossing & West Oaks Pump Station Abandonment	NOVI PROJECT NO.:	22-1201	PAYMENT NO.:	FINAL
		CIP NO.:	WTS035		

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

Michael D'Agostini

Digitally signed by Michael D'Agostini
Date: 2023.08.01 12:02:27-04'00'

L. D'Agostini & Sons, Inc.

CONTRACTOR - Electronic Signature Certification

Barry Gates

Digitally signed by Barry Gates
DN: C=US, E=barry.gates@ohm-advisors.com, O=OHM
Advisors, CN=Barry Gates
Date: 2023.08.01 12:32:06-04'00'

OHM Advisors

CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION
is recommended.

CITY OF NOVI

Aaron J. Staup, Construction Engineer

Electronic Signature Certification

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



NOVI NO.: 22-1201
CIP NO.: WTS035

Engineer:	OHM Advisors 34000 Plymouth Road Livonia, Michigan 48150 (734) 522-6711
------------------	--

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.

Reasoning:	Balance of Contract Items.

[illegible]

[illegible]

Increase/Decrease in Contract Price	-\$43,365.13
Original Contract Amount	\$791,735.00
Sum of Previous Approved Change Orders	\$0.00
Revised Contract Amount	\$748,369.87

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

Michael D'Agostini

Digitally signed by Michael
D'Agostini
Date: 2023.07.21 13:41:15 -04'00'

Accepted By:

L. D'Agostini & Sons, Inc.

Barry Gates

Digitally signed by Barry Gates
DN: C=US, E=barry.gates@ohm-advisors.com, O=OHM
Advisors, CN=Barry Gates
Date: 2023.07.31 13:06:23-04'00'

OHM Advisors

Reviewed By:

Aaron J. Staup, Construction Engineer

Approved By:

Tracey Marzonie, Purchasing Manager



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No.: 013131707

PROJECT: (Name and address)
West Oaks Sewer Replacement &
Pump Station Abandonment

ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: Construction

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

TO OWNER: (Name and address)
City of Novi
26300 Lee BeGole Drive
Novi, MI 48375

CONTRACT DATED:

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

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

on bond of
(Insert name and address of Contractor)

L. D'Agostini & Sons, Inc.
15801 Twenty-Three Mile Road
Macomb Township, MI 48042

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

City of Novi
26300 Lee BeGole Drive
Novi, MI 48375

as set forth in said Surety's bond.

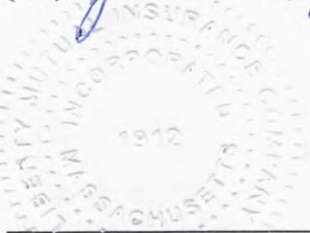
IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **July 13, 2023**
(Insert in writing the month followed by the numeric date and year.)

Liberty Mutual Insurance Company
(Surety)

(Signature of authorized representative)

Nicholas Ashburn, Attorney-in-Fact
(Printed name and title)

Attest:
(Seal):





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8198086-013068**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Jason Rogers; Mark Madden; Michael D. Lechner; Nicholas Ashburn; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer

all of the city of Rochester Hills state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of July, 2023.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



CONTRACTORS SWORN STATEMENT

The general contractor must execute this Sworn Statement. Prior to execution, the general contractor shall on Schedule B of this Sworn Statement list the names of all persons, firms, or corporations engaged by the General Contractor to furnish services, equipment, labor and/or materials in connection with the work performed on the premises including the type of work materials furnished by each.

The examining attorney shall verify that every person or firm listed in Schedule B has properly executed appropriate waivers of lien prior to issuance of any final payments.

STATE OF MICHIGAN

COUNTY OF MACOMB

The undersigned, being duly sworn, on oath deposes and says that (s)he is the

Secretary / Treasurer of the L. D'Agostini & Sons, Inc.,
(Title) (Firm Name)

the contractor employed by the City of Novi to furnish labor and materials for the

I-96 Sewer Crossing & West Oaks Pump Station Abandonment

(Description of Improvement)

located at: I-96 & West Oaks

The total amount of the contract is \$748,369.87 of which I have received payment of \$599,973.25 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

The undersigned further states that all material (except as disclosed on said Schedule B) has been or will be furnished from his/her own stock and has been paid for in full; that there are no other contracts or subcontracts for said work outstanding, and that there is nothing due or to become due to any person for services, equipment, material, labor, or any other work done or to be done in connections with said work other than the stated on Schedule B. There are no chattel mortgages, personal property leases, conditional sale contracts or any other agreements given are now outstanding as to nay fixtures, equipment, appliances or materials placed upon or installed in or upon the aforementioned premises or improvements thereon. All waivers are true, correct, and genuine and are delivered unconditionally. Furthermore, there is no claim, either legal or equitable; to defeat the validity of said waivers.

Signed this 24th day of July, 2023

Name: L. D'Agostini & Sons, Inc.

(Individual/corporation/partnership)

By: 
(Title)

Attest: Secretary / Treasurer
(Title)

Subscribed and sworn to before me this 24th day of July, 2023

Notary Public: 
Ginnifer Villarreal



NOTARY SEAL



SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
Advanced Field Services	Supply & Install Silt Fence	\$500.00	\$500.00	\$0.00	0.0%	\$0.00
Ferguson Waterworks	Material	\$25,013.16	\$25,013.16	\$0.00	0.0%	\$0.00
Finishing Touch Photo & Video	Audio Video Survey	\$1,025.00	\$1,025.00	\$0.00	0.0%	\$0.00
G2 Consulting Group	Design Engineering	\$2,500.00	\$2,500.00	\$0.00	0.0%	\$0.00
Guy Hurley, LLC	Bond & Insurance	\$9,398.00	\$9,398.00	\$0.00	0.0%	\$0.00
Koch Contracting	Paving	\$14,950.00	\$14,950.00	\$0.00	0.0%	\$0.00
Lowe Construction Co	Jack and Bore	\$172,400.00	\$172,400.00	\$0.00	0.0%	\$0.00
Northern Concrete Pipe	Material	\$16,027.74	\$16,027.74	\$0.00	0.0%	\$0.00
State Barricades	Traffic Control	\$1,500.00	\$1,500.00	\$0.00	0.0%	\$0.00
Synergy Equipment	Dewatering	\$18,188.83	\$18,188.83	\$0.00	0.0%	\$0.00
TOTALS		\$261,502.73	\$261,502.73	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract: \$791,735.00

Work Completed to Date: \$748,369.87

Plus: Extras to Contract: _____

Less: Total Retainage: \$0.00

Total: Contract plus Extras: \$791,735.00

Less: Amount Previously Paid: \$599,973.25

Less: Credits to Contract: \$43,365.13

Less: Amount of this Request: \$148,396.62

Total: Adjusted Contract: \$748,369.87

Total Balance Due: \$0.00

Check Date: 11/18/2022

Check No: 67255

FULL UNCONDITIONAL WAIVER

I / we have a contract with L. D'Agostini & Sons, Inc.

to provide Material / Labor for the improvement to the property described as:

22-03

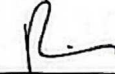
W. OAKS SEWER REPLACEMENT

and all additions, if any, having been fully paid and satisfied, all of my/our construction lien rights and claims of any kind against such property / project and project bond are hereby waived and released.

ADVANCED FIELD SERVICES

Signed on: 7-14-23


Andrew Polidan
Owner


(Signature)

Address: 111 N. WEST ST.

FENTON

MI

48430

Phone: (810) 624-9922

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

Return signed waiver to: gvillarreal@ldagostini.com

L. D'Agostini & Sons, Inc. 15801 23 Mile Rd., Macomb, MI 48042 Fax Number: (586) 781-5829

Check Date: 3/27/2023

Check No: 67764

FULL UNCONDITIONAL WAIVER

I / we have a contract with L. D'Agostini & Sons, Inc.

to provide Material / Labor for the improvement to the property described as:

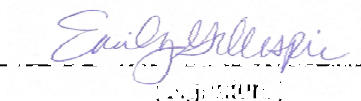
22-03

W. OAKS SEWER REPLACEMENT

and all additions, if any, having been fully paid and satisfied, all of my/our construction lien rights and claims of any kind against such property / project and project bond are hereby waived and released.

FERGUSON WATERWORKS #3386

Signed on: JULY 13, 2023



(Signature)

Individual Name: Emily Gillespie Title: Credit Coordinator I

Address: P.O. BOX 802817

CHICAGO IL 60680-2817

Phone: (517) 322-0300

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

Return signed waiver to: gvillarreal@ldagostini.com

L. D'Agostini & Sons, Inc. 15801 23 Mile Rd., Macomb, MI 48042 Fax Number: (586) 781-5829

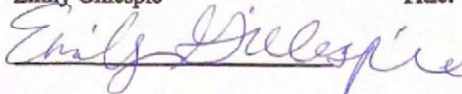
SECRETARIAL CERTIFICATE OF AUTHORIZATION

The undersigned Assistant Secretary of **Ferguson Enterprises, LLC**, duly organized and existing under the laws of Virginia (the "Company"), hereby designates and certifies that the following employee of the Company, is authorized, on behalf of the Company to take the action(s) designated herein and to execute any and all documents necessary to further such actions:

Individual Name: Emily Gillespie

Title: Credit Coordinator I

Signature:



Authorized Action(s):

1. To execute and file on behalf of the Company any affidavit, lien application, lien, lien waiver, payment application and release of lien necessary to preserve, protect, perfect or remove any encumbrances in or on real or personal property.

This certificate of authorization shall be effective from the date hereof until **November 8, 2023** unless withdrawn sooner in writing. The provisions of this Certificate are in conformity with a Resolution adopted by the Board of Directors of the Company effective .

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Company, effective November 9, 2022.

(Company Seal)



Ferguson Enterprises, LLC

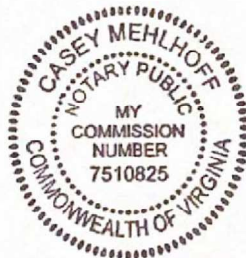


Wesley H. Rice
Assistant Secretary

Commonwealth of Virginia
City of Newport News

Sworn to subscribe and acknowledged before me on November 9, 2022, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia LLC, on behalf of such Company.

(Notary Seal)



Notary - Casey Mehlhoff

My commission expires: July 31, 2026

Check Date: 11/18/2022

Check No: 67257

FULL UNCONDITIONAL WAIVERI / we have a contract with L. D'Agostini & Sons, Inc.to provide Material / Labor for the improvement to the property described as:**22-03****W. OAKS SEWER REPLACEMENT**

and all additions, if any, having been fully paid and satisfied, all of my/our construction lien rights and claims of any kind against such property / project and project bond are hereby waived and released.

FINISHING TOUCH PHOTO & VIDEOSigned on: 7/17/23**Cynthia Hurley**

Digitally signed by Cynthia Hurley

Date: 2023.07.17 11:03:03 -04'00'

Cynthia Hurley
President

(Signature)

Address: 25095 25 MILE RDCHESTERFIELD MI 48051Phone: (586) 749-3340***DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.***

Return signed waiver to: gvillarreal@ldagostini.com**L. D'Agostini & Sons, Inc. 15801 23 Mile Rd., Macomb, MI 48042 Fax Number: (586) 781-5829**

Check Date: 11/18/2022

Check No: 67258

FULL UNCONDITIONAL WAIVER

I / we have a contract with L. D'Agostini & Sons, Inc.

to provide Material / Labor for the improvement to the property described as:

22-03

W. OAKS SEWER REPLACEMENT

and all additions, if any, having been fully paid and satisfied, all of my/our construction lien rights and claims of any kind against such property / project and project bond are hereby waived and released.

G2 CONSULTING GROUP LLC

Signed on: 7/17/23

Mark W. Smolinski
Mark W. Smolinski, P.E. (Signature)
Principal

Address: 1866 WOODSLEE ST

TROY MI 48083

Phone: (248) 680-0400

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

Return signed waiver to: gvillarreal@ldagostini.com

L. D'Agostini & Sons, Inc. 15801 23 Mile Rd., Macomb, MI 48042 Fax Number: (586) 781-5829

Check Date: 6/28/2022

Check No: 66701

FULL UNCONDITIONAL WAIVER

I / we have a contract with L. D'Agostini & Sons, Inc.

to provide Material / Labor for the improvement to the property described as:

Bond # 013131707

22-03

W. OAKS SEWER REPLACEMENT

and all additions, if any, having been fully paid and satisfied, all of my/our construction lien rights and claims of any kind against such property / project and project bond are hereby waived and released.

GUY HURLEY, LLC

Signed on: 7/31/2023

Holly Nichols

Holly Nichols (Signature)
Surety Account Manager

Address: 989 E. SOUTH BOULEVARD

SUITE 200

ROCHESTER HILLS MI 48307

Phone: (248) 519-1400

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

Return signed waiver to: gvillarreal@ldagostini.com

L. D'Agostini & Sons, Inc. 15801 23 Mile Rd., Macomb, MI 48042 Fax Number: (586) 781-5829

Check Date: 7/21/2023

Check No: 68227

FULL UNCONDITIONAL WAIVER

I / we have a contract with L. D'Agostini & Sons, Inc.

to provide Material / Labor for the improvement to the property described as:

22-03

W. OAKS SEWER REPLACEMENT

and all additions, if any, having been fully paid and satisfied, all of my/our construction lien rights and claims of any kind against such property / project and project bond are hereby waived and released.

KOCH CONTRACTING

Signed on: 7-23-23

KEK
Keane Kociszewski (Signature)
Owner

Address: 3020 E. MAPLE

MILFORD, MI 48381

Phone: (248) 525-7600

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

Return signed waiver to: gvillarreal@ldagostini.com

L. D'Agostini & Sons, Inc.

15801 23 Mile Rd., Macomb, MI 48042 Fax: (586) 781-5829

Check Date: 3/27/2023

Check No: 67766

FULL UNCONDITIONAL WAIVER

I / we have a contract with L. D'Agostini & Sons, Inc.

to provide Material / Labor for the improvement to the property described as:

22-03

W. OAKS SEWER REPLACEMENT

and all additions, if any, having been fully paid and satisfied, all of my/our construction lien rights and claims of any kind against such property / project and project bond are hereby waived and released.

Signed on: 3/31/23

LOWE CONSTRUCTION COMPANY



(Signature)

Scott Bazinet President

Address: 2535 BADER ROAD

HORTON

MI

49246

Phone: (517) 529-9406

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

Return signed waiver to: gvillarreal@ldagostini.com

L. D'Agostini & Sons, Inc. 15801 23 Mile Rd., Macomb, MI 48042 Fax Number: (586) 781-5829



Northern Concrete Pipe, Inc.

Bay City
401 Kelton Street
Bay City, MI 48706
989 892 3545
989 892 3533 fax

Clarkston
4750 White Lake Road
Clarkston, MI 48346
248 795 2431
248 795 2463 fax

Grand Rapids
2701 Chicago Drive SW
Wyoming, MI 49519
616 608 6025
616 608 7807 fax

Lansing
5281 Lansing Road
Charlotte, MI 48813
517 645 2777
571 645 7774 fax

Toledo
3756 Centennial Road
Sylvania, OH 43560
419 841 3361
419 841 3321 fax

FULL UNCONDITIONAL WAIVER OF LIEN

FOR A VALUABLE CONSIDERATION, paid to the undersigned, the receipt whereof is hereby confessed and acknowledged, the undersigned hereby waive, release and relinquish any and all claims or right of lien which the undersigned now have upon the premises known and described as **WEST OAKS SEWER REPLACEMENT**, for material furnished in the construction, alteration or improvements upon said premises through the date of signature to **D'AGOSTINI & SONS, INC.**

NORTHERN CONCRETE PIPE, INC.

By Lauren Garver

Lauren Garver, Accounts Receivable
Northern Concrete Pipe Inc
401 Kelton Street
Bay City MI 48706
(989) 892-3545, ext 121
lauren@ncp-inc.com

Signed on: April 7, 2023

Orig L D'Agostini & Sons, Inc.
15801 Twenty Three Mile Road
Macomb Township, MI 48042

Cc gvillarreal@ldagostini.com

Check Date: 12/22/2022

Check No: 67411

FULL UNCONDITIONAL WAIVER

I / we have a contract with L. D'Agostini & Sons, Inc.

to provide Material / Labor for the improvement to the property described as:

22-03

W. OAKS SEWER REPLACEMENT

and all additions, if any, having been fully paid and satisfied, all of my/our construction lien rights and claims of any kind against such property / project and project bond are hereby waived and released.

STATE BARRICADES INC

Signed on:

7/24/23

Courtne Bouchard

Courtne Bouchard (Signature)
Secretary

Address: 24806 INDUSTRIAL HWY

WARREN MI 48089

Phone: (586) 756-8282

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

Return signed waiver to: gvillarreal@ldagostini.com

L. D'Agostini & Sons, Inc. 15801 23 Mile Rd., Macomb, MI 48042 Fax Number: (586) 781-5829

Check Date: 3/27/2023

Check No: 67770

FULL UNCONDITIONAL WAIVER

I / we have a contract with L. D'Agostini & Sons, Inc.

to provide Material / Labor for the improvement to the property described as:

22-03

W. OAKS SEWER REPLACEMENT

and all additions, if any, having been fully paid and satisfied, all of my/our construction lien rights and claims of any kind against such property / project and project bond are hereby waived and released.

SYNERGY EQUIPMENT

Signed on: 7.12.23



Russell Nunn (Signature)
Manager

Address: MAIL CODE 5640

P.O. BOX 71200

CHARLOTTE NC 28272-1200

Phone: (248) 251-3575

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





Return signed waiver to: gvillarreal@ldagostini.com

L. D'Agostini & Sons, Inc. 15801 23 Mile Rd., Macomb, MI 48042 Fax Number: (586) 781-5829



CITY OF NOVI CITY COUNCIL
SEPTEMBER 11, 2023

SUBJECT: 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.

SUBMITTING DEPARTMENT: City Manager's office

EXPENDITURE REQUIRED	\$3,500,000
AMOUNT BUDGETED	\$0
APPROPRIATION REQUIRED	\$3,500,000
LINE ITEM NUMBER	401-901.00-971.000

BACKGROUND INFORMATION:

Attached for City Council's consideration is a draft Purchase Agreement for the above-referenced properties, which are located on the north side of Eleven Mile Road, across Lee BeGole Drive from the DPW property. They are vacant but are in the area of the long-planned extension of Crescent Boulevard from Novi Road to Eleven Mile Road in that northeast quadrant.

The proposed agreement is similar to those the City has used for such purposes over the years. It allows the City time to do a survey and environmental reviews, as well as title work. The date by which the transaction must be closed is no later than December 15, 2024.

A couple of items bear closer review. The earnest money deposit (which is paid to the title company and forfeited in the event of a default by the City) is substantial—\$500,000. Also, the properties are currently owned by two different entities but are being sold for one price. The agreement requires the Seller to have under one ownership by the time of closing.

See the attached materials for more information on the properties.

RECOMMENDED ACTION: 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.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment for the purchase agreement for four vacant
properties on Eleven Mile Road adjacent to Lee BeGole Drive
approximately 14.70 acres total is authorized:

	INCREASE (DECREASE)
Capital Improvement Program (CIP) Fund	
APPROPRIATIONS	
Capital Outlay	3,500,000
TOTAL APPROPRIATIONS	\$ 3,500,000
Net Increase (Decrease) to Fund Balance	\$ (3,500,000)

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 11, 2023

Cortney Hanson
City Clerk

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI**

PURCHASE AGREEMENT

BY SIGNING THIS PURCHASE AGREEMENT (Agreement), **Crystalbrooke II**, a Michigan limited liability company, and **Emeraldbrooke II**, a Michigan limited liability company, whose address is 38701 Seven Mile Road, Suite 245, Livonia, MI 48152 (jointly, Seller), and the **City of Novi**, whose address is 45175 Ten Mile Road, Novi, MI 48375 (Buyer), agree to sell and purchase the following real estate located in the City of Novi, Oakland County, Michigan, described as follows:

See Exhibit A, attached

Parcel I.D. Nos (approximately 14.70 acres, total):

Crystalbrooke II:

22-14-451-012

22-14-451-013

Emeraldbrooke II:

22-14-451-015

22-14-451-017

with Buyer to pay Three Million Five Hundred Thousand Dollars (\$3,500,000.00) (the Purchase Price), subject to the existing building and use restrictions and easements of record, and zoning ordinances, if any, on the following conditions:

CASH SALE

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

EVIDENCE OF TITLE

As evidence of title, Seller, at Seller's expense, agrees to furnish Buyer within ten (10) days of the Effective Date (as defined below), a commitment for title insurance issued by a reputable title company licensed to do business in the State of Michigan, in good standing (the Title Company) and acceptable to the Buyer, in an amount not less than the Purchase Price and bearing a date later than the acceptance date of this Agreement, with the owner's policy to be issued pursuant to the commitment insuring marketable title (as defined below) to the Property in

Buyer.

Seller agrees that the commitment for title insurance and the subsequent policy to be issued shall be ***without standard exceptions*** provided Purchaser obtain a survey and shall be recertified and updated at the closing of this transaction as of the date of such closing or the most recent date through which the county register of deeds has completed the recording and indexing of real estate instruments and documents in order to eliminate the “gap” period between the date of such title commitment and the closing of this transaction, and that the policy issued will be updated to close any “gap” period between the date of closing and the date of the recording of the deed to Buyer. Seller shall also arrange to provide Buyer with a marked-up commitment for title insurance at the closing of this transaction guaranteeing that title is in the condition required under this paragraph.

Seller shall execute an owner’s affidavit and such other documents as the title insurance company or its agent typically requires for the issuance of a policy without standard exceptions; provided, however, that Buyer shall pay for the cost of any survey required for the deletion of the standard exceptions. For purposes of this Agreement, marketable title shall mean fee simple title free and clear of any and all liens and encumbrances whatsoever, excepting only recorded and enforceable building and use restrictions, public utility easements of record, the landscape berm easement referred to below, and zoning ordinances, which shall not constitute title defects or render the title to the Property unmarketable; provided, however, that Buyer, at Buyer’s sole option, may elect to accept title in whatever condition it may be in, notwithstanding such condition would not meet the above definition of “marketable title” and, in such event, marketable title shall mean the condition of title which Buyer has elected to accept.

TITLE OBJECTIONS

If objection to the title is made in the commitment for title insurance or based on a written opinion of Buyer’s attorney that the title is not in the condition required for performance of this Agreement, Seller, at Seller’s sole option, shall have thirty (30) days from the date Seller is notified in writing of the particular defects claimed, either (1) to fulfill the requirements in the commitment or to remedy the title defects set forth in Buyer’s attorney’s opinion or (2) to refund the deposit in full termination of this Agreement. If Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment, or endorsement to commitment, Buyer agrees to complete the sale as provided herein, subject to any other contingency contained in this Agreement. If, after reasonable efforts, Seller is unable to furnish satisfactory title within the time specified, the deposit shall be immediately refunded in full termination of this Agreement, unless Buyer elects to proceed with the sale accepting such title as Seller is able to convey.

EARNEST MONEY DEPOSIT

On the Effective Date (as defined below) of this Agreement, Buyer shall make an earnest money deposit of One Hundred Thousand Dollars (\$100,000.00) which shall be held by the Title Company and which shall be applied toward the Purchase Price at closing if the sale is consummated.

TAXES AND PRORATED ITEMS

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

CLOSING

Closing shall take place at the office of the Title Company or at the Buyer's offices. If the closing takes place anywhere other than at the office of the Title Company, Seller shall arrange for a Title Company representative with authority to update and mark up the commitment for title insurance as required under this Agreement to be present at the closing. If title can be conveyed in the condition required under this Agreement and all contingencies have been satisfied or waived, closing shall take place on a date and time as is mutually agreeable to the parties and as dictated by the ability and availability of Buyer's lender, if any, to close, provided, however, that closing shall occur on or before **December 15, 2023**. Seller shall provide a complete package of every document to be executed by Buyer to Buyer's attorney at least 48 hours before closing.

PAYMENT OF FEES, CLOSING COSTS, ETC.

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

BUYER'S CONTINGENCIES

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

Survey. At Buyer's sole option and expense, Buyer obtaining a survey (of any type, e.g., mortgage report, ALTA/ASCM survey with any Table A options Buyer desires) of the Property

within ninety (90) days after the Effective Date (as defined below). If Buyer is not satisfied with the results of the survey for any reason related to title, marketability, or Buyer's use of the Property, or if, for any reason, the survey is insufficient to cause the survey exception to be deleted from the standard exceptions to the policy of title insurance, Buyer shall so notify Seller in writing at any time within fourteen (14) business days after the expiration of the ninety (90) day survey period. On receipt of written notice of same, Seller shall immediately refund to Buyer all sums deposited by Buyer and this Agreement shall be terminated and of no further force and effect. If no written objection is made by Buyer within the stated period, this survey contingency shall be deemed to be waived by Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

Environmental. Buyer obtaining satisfactory inspections and testing of the Property for radon, asbestos, toxic mold, and/or environmental contamination, including a Phase I Environmental Site Assessment (ESA), Phase II ESA, and if applicable a Baseline Environmental Assessment (BEA) of the Property, by a qualified person acceptable to Buyer, at Buyer's sole option and expense, within ninety (90) days after Buyer's receipt of an accepted copy of this Purchase Agreement from Seller. If this inspection or testing shows any type of Environmental Condition, Buyer shall have the option to terminate this Agreement by written notice to Seller at any time within fourteen (14) days after expiration of the one hundred and ninety (90) day inspection period. In such event, upon written notice of same to Seller, Buyer shall be immediately refunded all sums deposited by Buyer hereunder and this Agreement shall be terminated and of no further force and effect.

Nothing contained herein, however, shall be construed to mean the Buyer is indemnifying or otherwise holding Seller harmless from third-party actions or suits in regard to asbestos, toxic mold and/or environmental contamination of the Property or any other matter. When used herein, the term "Property" shall include all aspects of the Property, such as, but not limited to, any buildings on the Property and the soil and groundwater beneath the Property. When used herein, "Environmental Condition" shall mean any condition or conditions affecting or relating to the air, soil, groundwater, or surface water at or about the Property and any failure to comply with governmental requirements, including environmental protection laws, relating to such condition or conditions, which could or does require remediation, including abatement, investigation, containment, or removal and/or which could result in Environmental Claim(s).

If no written objection is made by Buyer within the stated period, this survey contingency shall be deemed to be waived by Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition. However, Buyer's obligation to purchase any or all of the Property is subject to and contingent upon Buyer's satisfaction that the Property can be feasibly and economically used for the intended uses with any environmental remediation deemed necessary by Buyer, in its sole and absolute discretion.

To assist in this environmental review, Seller shall provide Buyer with any and all information in its possession regarding the environmental condition of the Property, including any

Phase I, Phase II, or BEA information.

SELLER'S REPRESENTATIONS

Seller represents to Buyer as follows:

To the best of Seller's knowledge, there is no pending litigation affecting all or any part of the Property, or Seller's interest in it.

To the best of Seller's knowledge, there are no unrecorded interests of any person(s) or entity(ies) in and to the Property whatsoever (including, but not limited to, easements, profits, and licenses).

To the best of Seller's knowledge, there are no easements, either above the surface, at grade, or subsurface, other than utility easements of record, which would affect or interfere with Buyer's use and enjoyment of the Property, as determined by Buyer, with the sole exception of the Berm Easement described above.

To the best of Seller's knowledge, there are no underground storage tanks or hazardous or toxic substances existing on, under, or above the Property as defined in any federal, state, or local law, regulation, rule, statute, or directive, nor is there any asbestos or urea formaldehyde foam insulation installed in or on the Property.

Seller will transfer all division rights available to Buyer with the Deed.

POSSESSION/RIGHT OF OCCUPANCY

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

CONDITION OF PROPERTY

Seller agrees that the Property will remain in substantially the same condition in which it existed as of the date of this Agreement for the period through the last date of Seller's ownership and possession of the Property (with the exception of the demolition and removal of the home and pool described above). Seller and Buyer agree that Buyer shall be permitted to conduct a walk-through inspection of the premises and Property within 48 hours of the date of closing to enable the Buyer to confirm that the Property is in substantially the same condition as existed upon the date of Buyer's physical inspection(s). If Buyer is not then satisfied that the premises and Property have been maintained by Seller as required, Buyer shall have the right to delay the closing until Seller returns the premises and Property to the required condition at Seller's expense. If the Seller fails or refuses to return the premises and Property to the required condition within fourteen (14)

days of Buyer's demand for same, Buyer shall have the right (but not the obligation) to declare this agreement to buy and sell the Property null and void and immediately thereafter all deposits paid by Buyer shall be returned to Buyer.

BROKER

Seller is represented by Signature Associates. Buyer is represented by Real Estate One. A 5% commission will be paid by Seller and split between the two brokers.

EXPIRATION

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

TIME IS OF THE ESSENCE

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

RISK OF LOSS

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

DUE ON SALE

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

BUYER'S DEFAULT

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

SELLER'S DEFAULT

In the event of material default by Seller under this Agreement, Buyer may, at Buyer's option, elect to enforce the terms of this agreement, or be entitled to an immediate refund of the entire deposit in full termination of this agreement.

CHOICE OF LAW

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

LEGAL DOCUMENT; INTERPRETATION

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

NOTICES

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

GRAMMAR AND HEADINGS

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

DRAFT

BINDING EFFECT

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

DATE OF EXECUTION

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

ENTIRE AGREEMENT/WRITTEN AGREEMENTS ONLY

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

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

CRYSTALBROOKE II
a Michigan limited liability company

By:
Its:
Dated: August ____, 2023

EMERALDBROOKE II
a Michigan limited liability company

By:
Its:

Dated: August ____, 2023
CITY OF NOVI

By: Robert J. Gatt
Its: Mayor
Dated: August ____, 2023

By: Cortney Hanson
Its: Clerk
Dated: August ____, 2023

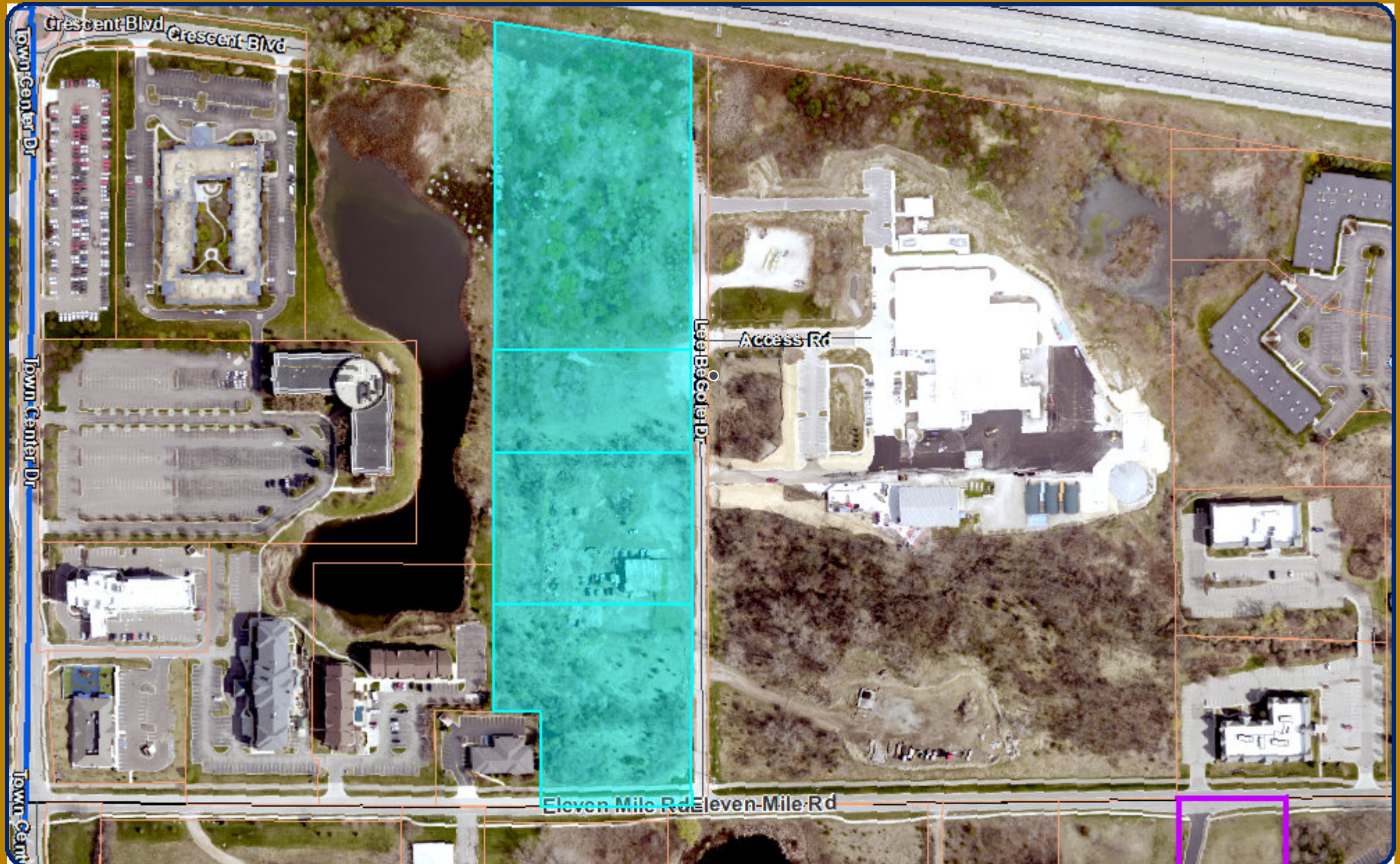
DRAFT

Exhibit A

[Legal Description]

DRAFT

Lee BeGole Drive Properties



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.



1 inch = 376 feet



Map Print Date:
4/27/2023



City of Novi

45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org



CITY OF NOVI CITY COUNCIL
SEPTEMBER 11, 2023

SUBJECT: 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.

SUBMITTING DEPARTMENT: City Manager's office

EXPENDITURE REQUIRED	\$135,000
AMOUNT BUDGETED	\$0
APPROPRIATION REQUIRED	\$135,000
LINE ITEM NUMBER	213-000.00-971.013

BACKGROUND INFORMATION:

Attached for City Council's consideration is a draft Purchase Agreement for the above-referenced properties, which is located on the west side of Novi Road, between 12 Mile and 13 Mile. They are vacant and wooded and contain some wetland areas as well. City Council has expressed interest in recent years in acquiring properties that can assist in preservation of wooded areas.

The proposed agreement is similar to those the City has used for such purposes over the years. It allows the City time to do a survey and environmental reviews, as well as title work. The date by which we need to have the transaction closed is no later than February 15, 2024.

See the attached materials for more information on the properties. It is anticipated that the funds for the purchase will come from the Tree Fund, given the preservation intention.

RECOMMENDED ACTION: 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.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment for 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 is authorized:

	INCREASE (DECREASE)
TREE FUND	
APPROPRIATIONS	
Capital Outlay	135,000
TOTAL APPROPRIATIONS	\$ 135,000
Net Increase (Decrease) to Fund Balance	\$ (135,000)

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 August 28, 2023

Cortney Hanson
City Clerk

Draft for Council Consideration 8.24.23

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI**

PURCHASE AGREEMENT

BY SIGNING THIS PURCHASE AGREEMENT (Agreement), **The Van House Foundation**, a Michigan nonprofit corporation, whose address is 6080 Snowshoe Circle, Bloomfield Hills, MI 48301 (Seller), and the **City of Novi**, whose address is 45175 Ten Mile Road, Novi, MI 48375 (Buyer), agree to sell and purchase the following real estate located in the City of Novi, Oakland County, Michigan, described as follows:

See Exhibit A, attached

Parcel I.D. Nos. 22-11-107-002 and 22-11-127-015 (the Property), approximately 2.54 acres and 0.28 acres in area, respectively, with Buyer to pay One Hundred Thirty Five Thousand Dollars (\$135,000.00) (the Purchase Price), subject to the existing building and use restrictions and easements of record, and zoning ordinances, if any, on the following conditions:

CASH SALE

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

EVIDENCE OF TITLE

As evidence of title, Seller, at Seller's expense, agrees to furnish Buyer within ten (10) days of the Effective Date (as defined below), a commitment for title insurance issued by Seaver Title Company in Bloomfield Hills, Michigan (the Title Company) as agent for the title insurance company and acceptable to the Buyer, in an amount not less than the Purchase Price and bearing a date later than the acceptance date of this Agreement, with the owner's policy to be issued pursuant to the commitment insuring marketable title (as defined below) to the Property in Buyer.

Seller agrees that the commitment for title insurance and the subsequent policy to be issued shall be ***without standard exceptions*** provided Purchaser obtain a survey and shall be recertified and updated at the closing of this transaction as of the date of such closing or the most recent date through which the county register of deeds has completed the recording and indexing of real estate instruments and documents in order to eliminate the "gap" period between the date of such title

commitment and the closing of this transaction, and that the policy issued will be updated to close any "gap" period between the date of closing and the date of the recording of the deed to Buyer. Seller shall also arrange to provide Buyer with a marked-up commitment for title insurance at the closing of this transaction guaranteeing that title is in the condition required under this paragraph.

Seller shall execute an owner's affidavit and such other documents as the title insurance company or its agent typically requires for the issuance of a policy without standard exceptions; provided, however, that Buyer shall pay for the cost of any survey required for the deletion of the standard exceptions. For purposes of this Agreement, marketable title shall mean fee simple title free and clear of any and all liens and encumbrances whatsoever, excepting only recorded and enforceable building and use restrictions, public utility easements of record, and zoning ordinances, which shall not constitute title defects or render the title to the Property unmarketable; provided, however, that Buyer, at Buyer's sole option, may elect to accept title in whatever condition it may be in, notwithstanding such condition would not meet the above definition of "marketable title" and, in such event, marketable title shall mean the condition of title which Buyer has elected to accept.

TITLE OBJECTIONS

If objection to the title is made in the commitment for title insurance or based on a written opinion of Buyer's attorney that the title is not in the condition required for performance of this Agreement, Seller, at Seller's sole option, shall have thirty (30) days from the date Seller is notified in writing of the particular defects claimed, either (1) to fulfill the requirements in the commitment or to remedy the title defects set forth in Buyer's attorney's opinion or (2) to refund the deposit in full termination of this Agreement. If Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment, or endorsement to commitment, Buyer agrees to complete the sale as provided herein, subject to any other contingency contained in this Agreement. If, after reasonable efforts, Seller is unable to furnish satisfactory title within the time specified, the deposit shall be immediately refunded in full termination of this Agreement, unless Buyer elects to proceed with the sale accepting such title as Seller is able to convey.

EARNEST MONEY DEPOSIT

On the Effective Date (as defined below) of this Agreement, Buyer shall make an earnest money deposit of Five Thousand Dollars (\$5,000.00) which shall be held by the Title Company and which shall be applied toward the Purchase Price at closing if the sale is consummated.

TAXES AND PRORATED ITEMS

All taxes and assessments which have become a lien on the land as of the date of closing shall be paid by Seller, except that: (a) all current property taxes shall be prorated and adjusted between Seller and Buyer as of the date of closing on a due-date basis, without regard to lien date, as if paid prospectively (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 shall be treated as if paid for the period December

1 through the following November 30); and (b) Buyer shall be responsible for the payment of all property taxes falling due after the date of closing without regard to lien date. Capital or lateral charges and special assessments which have become a lien on the Property shall be paid in full by Seller on or before closing. Capital or lateral charges and special assessments which have not become a lien on the Property shall be paid by Buyer either in full at closing, or, if applicable, in installments. Seller shall pay the cost of all utilities and service charges for the entire Property through and including the date of transfer of possession and occupancy to Buyer.

CLOSING

Closing shall take place at the office of the Title Company or at the Buyer's offices. If the closing takes place anywhere other than at the office of the Title Company, Seller shall arrange for a Title Company representative with authority to update and mark up the commitment for title insurance as required under this Agreement to be present at the closing. If title can be conveyed in the condition required under this Agreement and all contingencies have been satisfied or waived, closing shall take place on a date and time as is mutually agreeable to the parties to close, provided, however, that closing shall occur not later than **February 15, 2024**.

PAYMENT OF FEES, CLOSING COSTS, ETC.

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

BUYER'S CONTINGENCIES

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

Survey. At Buyer's sole option and expense, Buyer obtaining a survey (of any type, e.g., mortgage report, ALTA/ASCM survey with any Table A options Buyer desires) of the Property within ninety (90) days after the Effective Date (as defined below). If Buyer is not satisfied with the results of the survey for any reason related to title, marketability, or Buyer's use of the Property, or if, for any reason, the survey is insufficient to cause the survey exception to be deleted from the standard exceptions to the policy of title insurance, Buyer shall so notify Seller in writing at any time within fourteen (14) business days after the expiration of the ninety (90) day survey period. On receipt of written notice of same, Seller shall immediately refund to Buyer all sums deposited by Buyer and this Agreement shall be terminated and of no further force and effect. If no written objection is made by Buyer within the stated period, this survey contingency shall be deemed to be waived by Buyer and the parties shall proceed to closing in accordance with the terms of this

Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

Environmental. Buyer obtaining satisfactory inspections and testing of the Property for radon, asbestos, toxic mold, and/or environmental contamination, including a Phase I Environmental Site Assessment (ESA), Phase II ESA, and if applicable a Baseline Environmental Assessment (BEA) of the Property, by a qualified person acceptable to Buyer, at Buyer's sole option and expense, within ninety (90) days after Buyer's receipt of an accepted copy of this Purchase Agreement from Seller. If this inspection or testing shows any type of Environmental Condition, Buyer shall have the option to terminate this Agreement by written notice to Seller at any time within fourteen (14) days after expiration of the one hundred and ninety (90) day inspection period. In such event, upon written notice of same to Seller, Buyer shall be immediately refunded all sums deposited by Buyer hereunder and this Agreement shall be terminated and of no further force and effect.

Nothing contained herein, however, shall be construed to mean the Buyer is indemnifying or otherwise holding Seller harmless from third-party actions or suits in regard to asbestos, toxic mold and/or environmental contamination of the Property or any other matter. When used herein, the term "Property" shall include all aspects of the Property, such as, but not limited to, any buildings on the Property and the soil and groundwater beneath the Property. When used herein, "Environmental Condition" shall mean any condition or conditions affecting or relating to the air, soil, groundwater, or surface water at or about the Property and any failure to comply with governmental requirements, including environmental protection laws, relating to such condition or conditions, which could or does require remediation, including abatement, investigation, containment, or removal and/or which could result in Environmental Claim(s).

If no written objection is made by Buyer within the stated period, this environmental contingency shall be deemed to be waived by Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

To assist in this environmental review, Seller shall provide Buyer with any and all information in its possession regarding the environmental condition of the Property, including any Phase I, Phase II, or BEA information.

SELLER'S REPRESENTATIONS

Seller represents to Buyer as follows (without any duty to review or investigate from the date of this Agreement):

To the best of Seller's knowledge, there is no pending litigation affecting all or any part of the Property, or Seller's interest in it.

To the best of Seller's knowledge, there are no unrecorded interests of any person(s) or entity(ies) in and to the Property whatsoever (including, but not limited to, easements,

profits, and licenses).

Seller will transfer all division rights available to Buyer with the Deed.

POSSESSION/RIGHT OF OCCUPANCY

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

CONDITION OF PROPERTY

Seller agrees to not materially alter the condition of the Property during the pendency of this Agreement.

BROKER

The Seller is not represented by a broker. The Buyer is represented by Real Estate One.

EXPIRATION

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

TIME IS OF THE ESSENCE

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

RISK OF LOSS

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

DUE ON SALE

Seller understands that consummation of the sale or transfer of the Property described in this agreement shall not relieve the Seller of any liability that Seller may have under the

mortgage(s) to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation.

BUYER'S DEFAULT

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

SELLER'S DEFAULT

In the event of material default by Seller under this Agreement, Buyer may, at Buyer's option, elect to enforce the terms of this agreement, or be entitled to an immediate refund of the entire deposit in full termination of this agreement.

CHOICE OF LAW

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

LEGAL DOCUMENT; INTERPRETATION

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

NOTICES

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

GRAMMAR AND HEADINGS

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

BINDING EFFECT

The covenants, representations and agreements herein are binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns, and shall survive the Closing where indicated. The signatories hereto warrant and represent each to the other that they are duly authorized to execute and deliver this Agreement. This Agreement may be executed in one or more counterparts and a photostatic, electronic, facsimile or pdf signature shall be valid, effective and binding as if it were an original ink signature.

DATE OF EXECUTION

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

ENTIRE AGREEMENT/WRITTEN AGREEMENTS ONLY

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

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

THE VAN HOUSE FOUNDATION
a Michigan nonprofit corporation

By:
Its:
Dated: August ____, 2023

CITY OF NOVI

By: Robert J. Gatt
Its: Mayor
Dated: August ____, 2023

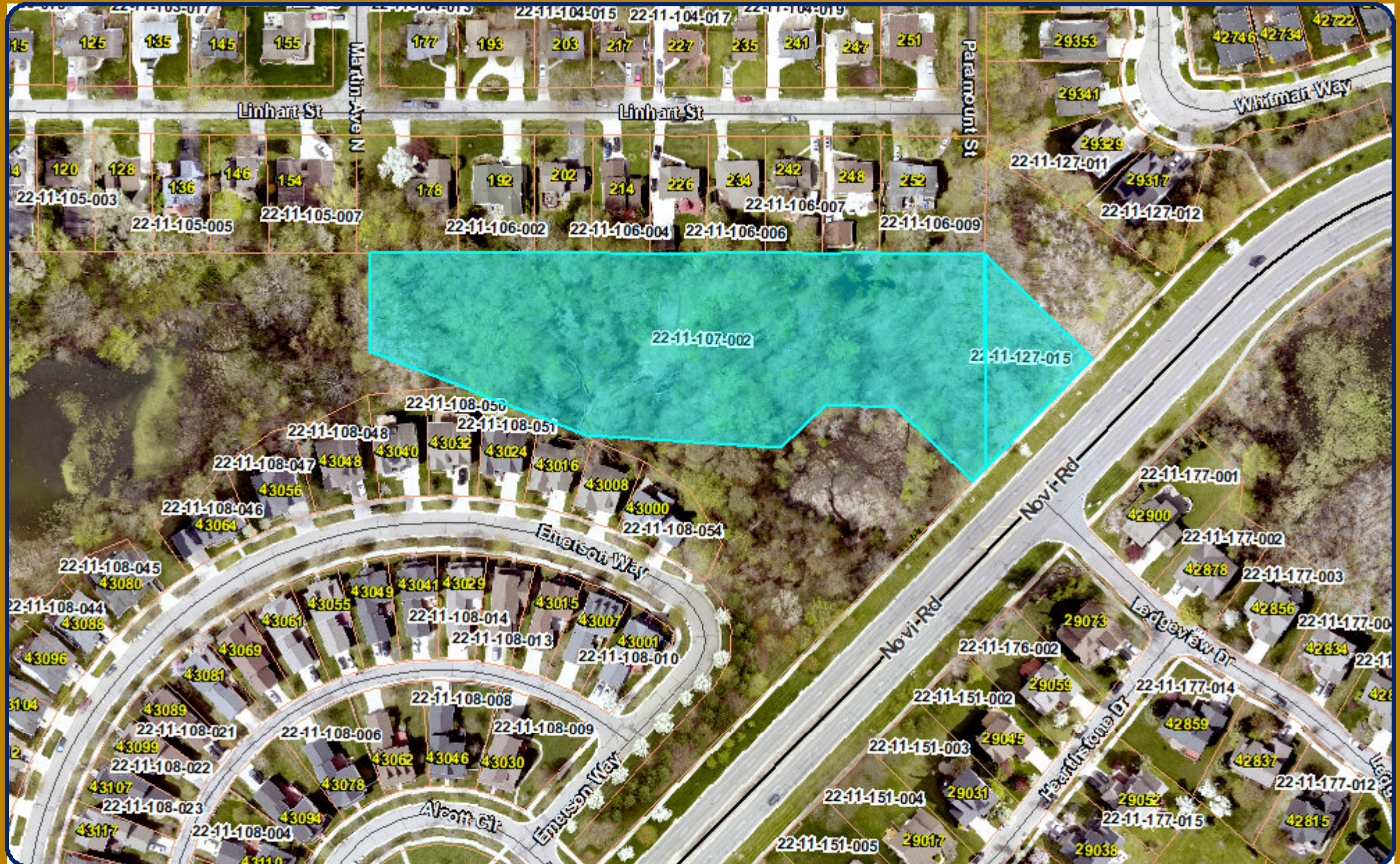
By: Cortney Hanson
Its: Clerk
Dated: August ____, 2023

Exhibit A

[Legal Description]

DRAFT

Parcel No. 22-11-107-002 and 22-11-127-015



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.

0 0.02 0.04 0.08 0.12 mi

1 inch = 188 feet



Map Print Date:
8/24/2023



City of Novi

45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org

**REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, AUGUST 28, 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 (absent, excused) Mayor Pro Tem Staudt, Council Members Casey, Crawford (absent, excused) Fischer, Smith, Thomas (absent, excused)

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

APPROVAL OF AGENDA:

Mayor Pro Tem Staudt removed from the Item No. 2 from Matters for Council Action Agenda because it requires five votes.

CM 23-08-108 Moved by Staudt, seconded by Fischer; MOTION CARRIED: 4-0

To approve the Agenda as amended.

**Roll call vote on CM 23-08-108 Yeas: Staudt, Casey, Fischer, Smith
 Nays: None
 Absent: Crawford, Thomas, Gatt**

PUBLIC HEARINGS: None

PRESENTATIONS: None

MANAGER/STAFF REPORT: None

ATTORNEY REPORT: None

AUDIENCE COMMENTS: None

CONSENT AGENDA REMOVALS AND APPROVALS:

Member Casey removed Consent Agenda Item E for further discussion.

CM 23-08-109 Moved by Fischer, seconded by Casey; MOTION CARRIED: 4-0

To approve the Consent Agenda as amended.

- A. Approve Minutes of:
August 14, 2023 - Regular Meeting
- B. Approval of participating in the National Opioid Litigation settlements with Walgreens, agreeing to the terms of the settlements and the release of claims

against the company named in the litigation, agreeing that the funds will be used for opioid remediation and authorizing the City Manager to take such further action as is necessary to receive the settlement funds.

- C. Approval of a resolution consolidating precincts for the November 7, 2023, election.
- D. Approval of request by E & M, Inc. (Society Hill) for one-year extension, to October 9, 2024, of site plan approval for a 312-unit apartment project developed as a PD-1 Option in a multi-family (RM-1) district, located at the southwest corner of Novi Road and 12 ½ Mile Road, previously extended under a consent judgment and subject to annual extension reviews.
- E. Consideration of approval for the 2024 City Council meeting dates calendar.
REMOVED
- F. Approval of claims and warrants – Warrant 1138

Roll call vote on CM 23-08-109

Yeas: Casey, Fischer, Smith, Staudt

Nays: None

Absent: Gatt, Crawford, Thomas

MATTERS FOR COUNCIL ACTION:

1. Consideration of request for Fireworks Permit by Eddie's Barrel of Wine to be operated by Great Lakes Fireworks, LLC, on Saturday, September 2, 2023, on Walled Lake.

City Manager Cardenas said we have a request for fireworks show, but we are kind of befuddled at this point because the show is going to take place in Walled Lake. He said we were under the impression there was going to be near where the last location was. He stated after speaking with the fireworks operator is going to be in Walled Lake and we did not have any authorizations or communications or correspondence from Walled Lake to confirm all of this. He said they are confirming they are launching on the Walled Lake side in the water, and they are only loading in the City of Novi on East Lake Drive. He said at this point, we are unsure if an approval is warranted or necessary, but he could leave that up for Council for further deliberation, but at this point, we really have no further confirmations.

Mayor Pro Tem Staudt asked City Attorney Schultz if he saw any reason that a permit would be necessary for the purpose of loading. City Attorney Schultz explained the state statute says you need a permit from a municipality for the use of fireworks within the municipality. He said he did not know whether loading falls within a definition, he looked and he did not see anything to that effect. He said if he were Council, he would look at it as a request to approve the fireworks and if they need your approval for the loading, he did not know that you have ever done that before. He thought it should be treated as whether you are being asked for the use and display. Mayor Pro Tem Staudt asked if

the applicant could come down to the podium and explain why you filled out this application and why we are even discussing this. The applicant, Eddie Hesano, 1359 East Lake Drive, Novi said the fireworks show was for his mother who had passed away a few years ago, which he dearly loved. He said this is our fourth annual Labor Day show and this is our eighth show on the lake. He explained that they sent the wrong paper, we sent the Walled Lake location where we were going to set off the fireworks. He stated you will be getting an email, right after he leaves this evening saying it will be on the Novi side where we did the Christmas in July show which is in Novi. He said Walled Lake had nothing to do with this. He said it was on the Novi side of Walled Lake. He said they were doing a dedication for the deceased, for Adam, who passed away in the lake last week, we are also dedicating the show offered to him and his family.

Mayor Pro Tem Staudt wondered if that made it clearer for anybody. City Attorney Schultz said he would just offer again, if it is occurring in the City of Novi, they need a display permit from you. He said the state statute is discretionary, it says you may approve them, and if you do approve them, they are entitled to do whatever they need to the commercial display. He said you have discretion. He thought, second requested 90 days or so that you might want to think about having some discussion at the Ordinance Review level about what the City's Firework's Ordinance to see if it could provide some standards for these, but he believed you have discretion about whether/or not to permit the display.

Member Fischer said as we are looking at the application, as we talk about the location of the proposed display offshore of Eddie's Barrels of Wine in Walled Lake that is inaccurate, he wondered if that was what was inaccurate. Mr. Hesano said yes, we are shooting exactly where we shot the last show, where Novi approved. Member Fischer said obviously the maps that are in the packet information are incorrect. Mr. Hassan said yes, they are incorrect, they are prior maps. Member Fischer asked what information was provided for the liability insurance, as far as location. Mr. Hesano said he believed that was provided in the packet. Member Fischer asked if they were aware where the actual show is taking place, in which city. Mr. Hassan said yes, the City of Novi. Member Fischer asked if the City of Novi as listed as an additional insured. Mr. Hesano said yes. Member Fischer said he was hesitant to go ahead and approve a second show. He stated in 90 days, as was alluded to, you said this is your eighth show, why suddenly is Novi being asked to do all these permits. Mr. Hassan said both were permitted, we must get permission from Walled Lake because the actual show used to be in Walled Lake, and we must get permission from Novi because that is where the loading of the fireworks must be. He said initially, we did not need any permission further from Walled Lake since everything, if we were to shoot off in Novi, so we could launch a Novi and we could shoot Novi, we would not need any permission from Walled Lake. He said Walled Lake was at the time telling me that they did not have any officer, or they did not have enough staff to do the show. He said that is the reason why he came to Novi.

Member Fischer echoed some of the same sentiments that Walled Lake would have meant, this takes City Clerk's staff time, our Police Department, our Fire Department reviewing this, if he was correct, the Fire Department does site visits as part of this as well. He said he did not know that Novi wants to be in the business of being the fireworks

capital of the world. He said he thought it is nice that Walled Lake has their show, and you had a July show that we did support as a City Council. But two commercial shows by one applicant was not something he was comfortable with at this point. He said he would look for us to hold off on this and any future firework approvals and refer this to Ordinance Review Committee. He wanted to put one other comment on the record. He said there should be a decent amount of waiting time between an application and the show as well, like submitting the application at least 30 days in advance. He did not think it was good to be in a position where they were reviewing an application and the show was supposed to take place in several days. He wanted these comments on record so that can be referred to the Ordinance Review Committee. He said at this point, given where we are at, there is no public benefit to the City of Novi and in fact, it is a cost to the City to continue to do these types of fireworks shows.

CM 23-08-110 Moved by Fischer, seconded by Casey; MOTION CARRIED: 4-0

To deny the request for Fireworks Permit by Eddie's Barrel of Wine to be operated by Gen-X Pyrotechnics, on Saturday, September 2, 2023, on Walled Lake and to refer this matter to the Ordinance Review Committee for review and referral back to City Council.

Member Casey was concerned with this documentation because it does not match what you are telling us. She understood that there was an error, but she was being asked to approve something, and she was approving off of a document that does not tell her what is happening in her city. It is telling her that you are expecting to launch on Walled Lake, and that it is not even talking about where it is going to be displayed in Novi, where it is being loaded from in Novi, it is all related to Walled Lake. She said she had a real hard time being able to approve something that she did not have documentation to understand what she was approving. Mr. Hesano said they made an error and shipped over last year's because it is a different firework company. He said they still had the last projected shoot off destination, so that is why the error occurred. Member Casey said she could appreciate that and unfortunately, errors happen. She understood that, yes, but she said the previous speakers point about timing is very well taken, because we do not have time to allow you to correct this before your show. She realized that he had publicized his show. Mr. Hesano said it was for his dear mother, this was very near and dear to him, this is her birthday. He said this would devastate parties, kids, and not to mention, what occurred last week, they are celebrating a life you know, he pleaded with the Councilmembers, we will fix the error, it is just a small show.

Member Smith echoed the previous two speakers, they had the same concerns, he understood mistakes happen but there is such a short amount of time between now and with the wrong paperwork and September 2nd that he would have a hard time supporting this.

Mayor Pro Tem Staudt asked the applicant why he waited so long. Mr. Hesano said they submitted right after the show that they did in July, which he thought was sufficient, but we got pushed over to the August 28th meeting, he guessed that is just how it landed.

Mayor Pro Tem Staudt said unfortunately, it looked like City Council was not in a position at this point, he did not see that we are going to have support. He agreed with the previous speakers that this needs to go to Ordinance Review Committee. He thought that we needed to set ordinances that really help us to understand this, and he agreed 100% that we need to have a minimum 30-day period prior to this. He mentioned that if this was an annual show, you knew long ago that this was going to come up and for it to get to us a weekend before probably was not a good idea.

Roll call vote on CM 23-08-109

Yeas: Fischer, Smith, Staudt, Casey

Nays: None

Absent: Gatt, Crawford, Thomas

- 2. 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.**

Item 2 was removed from the agenda.

CONSENT AGENDA REMOVALS FOR COUNCIL ACTION:

Member Casey said she removed Consent Agenda Item E, Consideration of approval for the 2024 City Council Meeting Dates Calendar. She thanked the staff first, and said it was not easy putting together a Council schedule, because there are dates that we know we need to work around, make sure we are not sitting on holidays and all of that. She mentioned one thing caught her eye which was the Early Budget Input Goal Setting scheduled for the 22nd of January. She said we are going to have a new situation where we are going to have a new incoming Mayor, we are going to have an election in November. She thought it would be incumbent upon us to allow the new Mayor and future City Council to decide how they want to do the goal setting. She commented that in the past, we have done it on Saturdays, and she believed we have done it on a Wednesday. She said recently, the last couple of years, she thought we have done it on Monday in advance of the City Council meetings. She felt like if we are going to publish a calendar, we should allow the future City Council to have the chance to determine how they want to set goal setting before we put a date out there on their behalf.

- E. Consideration of approval for the 2024 City Council meeting dates calendar.

CM 23-08-110

Moved by Casey, seconded by Smith; MOTION CARRIED: 4-0

To remove the scheduled Early Budget and Goal Setting on January 22, 2024, and to approve the 2024 City Council meeting dates calendar as amended.

Roll call vote on CM 23-08-110

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

AUDIENCE COMMENT: None

COMMITTEE REPORTS:

Member Casey wanted to give her colleagues an update on the Older Adult Needs Committee, you may have seen from your packet earlier, technically late last week, or even on social media that we are holding a couple of focus groups, you are holding four focus groups, we are holding them on September 12th and 13th, the first is from 4:00 P.M. until 6:00 P.M. both days, the second is from 6:30 P.M. until 8:30 P.M., both days. She stated those will be small group sessions grouped by age because we are trying to understand older adults needs, also looking at how different ages and generations what their needs look like. She said then they will be bringing all four focus group attendees in on September 19th for a full group session. She said we will hear the feedback from these four focus groups, and then bring them all together to talk about what they heard and get any further insight. She was excited to see these carrying forward. She stated our committee has really been working hard to pull together some insights what we are looking forward to sharing with City Council. She said the focus groups are rather limited in seats, you do not tend to get around eight to 10 attendees, and we already had 30 people who have responded and called the Parks and Recreation Department to volunteer for focus groups. She said it was a fast response rate from our community. She was grateful to those who have already volunteered to share their insights and look forward to filling out the rest of those seats, hopefully, in the very near future.

MAYOR AND COUNCIL ISSUES: None

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 7:19 P.M.

Cortney Hanson, City Clerk

Robert J. Gatt, Mayor

Transcribed by Deborah S. Aubry

Date approved: September 11, 2023



CITY OF NOVI CITY COUNCIL
SEPTEMBER 11, 2023

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

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

The Council Rules Committee met on two occasions to review the Council Organization Rules and Order of Business. They discussed the topic of presentations as well as the consistency in the wording of how members of various boards and commissions are appointed.

RECOMMENDED ACTION: Approval of Recommendation from Council Rules Committee to amend Council Organization and Order of Business.



COUNCIL ORGANIZATION RULES AND ORDER OF BUSINESS

ADOPTED: December 15, 1997
AMENDED: February 8, 2021

**CITY OF NOVI
COUNCIL ORGANIZATION RULES
AND ORDER OF BUSINESS**

PROLOGUE

The City Council of the City of Novi consists of seven members, including the Mayor, elected at large in a non-partisan election. These Rules shall serve as guidelines for the organization and the conduct of the Council so that the City is governed and conducts its business in an orderly fashion. This document shall be reviewed every two years, following the Regular City Election. The Rules are subject to compliance with the City of Novi Charter, ordinances, and State Statutes.

1. ORGANIZATION

A regular meeting of the Council shall be held on the Monday following each Regular City Election (Charter, Sec. 6.1), or following secular day, if there is a holiday. The Mayor shall, at the first regular meeting of the Council after the election of the Mayor, appoint another member of the Council to serve as Mayor Pro Tem, who, during the absence or inability of the Mayor to perform his duties shall act in the name and stead of the Mayor and shall, during the time of such absence or inability, exercise all the duties and possess all the powers of the Mayor. (Charter, Sec. 4.5a) In the absence of both the Mayor and the Mayor Pro Tem, the most senior member of Council shall preside. The seniority shall be determined by the length of the concurrent terms as listed below. In those instances where concurrent terms are of equal length, seniority shall be determined by the number of votes received in the most recent election of the members with such equal terms:

Mayor Gatt – Re-Elected November, 2021 (elected 2011)
Mayor Pro Tem Staudt – Re-Elected November 2019 (elected 2007)
Council member Casey – Re-Elected November 2019 (elected 2011)
Council member Crawford – Elected November 2019
Council member Fischer – Re-Elected November 2021 (elected 2019)
Council member Smith – Elected November 2021
Council member Thomas – Elected November 2021

2. REGULAR MEETINGS

The Council shall hold two Regular Meetings per month in accordance with the Schedule of Regular Meetings to be established by the City Council by the end of November of the preceding year. These public business meetings shall be held at 7:00 P.M. in the Council Chambers of the Novi Civic Center and shall begin promptly at the appointed time.

In addition to the regular meetings above, the Council shall hold a regular meeting the Monday following the Regular City Election or following secular day, if there is a holiday. This meeting is intended to include an organizational meeting of the Council. The Council shall request staff to organize and present orientations as described in Section 19 herein, voluntary for new Council members and open to returning Council members as they deem necessary.

The Council will have as a goal to conclude all meetings no later than 10:00 P.M. If the Council meets at a place other than its regular meeting place, then public notice to such effect shall be published in a newspaper circulated in the City. (Charter, Sec. 6.1)

Minutes of regular meetings will be kept in the English language by the Clerk and shall be signed by the City Clerk upon approval by City Council.

3. **SPECIAL MEETINGS**

Special Meetings of the Council may be called by the Clerk upon the written request of the Mayor or by any two members of the Council. There shall be at least twenty-four (24) hours' written notice to the public and each member of the Council designating the time, place, and purpose of a special meeting and served personally on, or left at, the usual place of residence of each of the Council members. Any special meeting of the Council at which all members of the Council are present or have in writing waived the requirements that the required notice be given, and at which a quorum of the Council is present, shall be a legal meeting. (Charter, Sec. 6.2) It is the preference of Council that special meetings are held on Mondays. Every effort will be made to schedule special meetings on Thursdays when a Monday is unavailable.

Minutes of special meetings will be kept in the English language by the Clerk and shall be signed by the City Clerk upon approval by City Council.

4. **JOINT MEETINGS**

The City Council may hold Joint Meetings with School Boards, Boards, Commissions, Committees, and municipal governments who share a community of interest with the City of Novi. Such meetings shall be scheduled for a specific purpose or goal, agreed to by the Council and other entity or entities before the meeting.

Minutes of joint meetings will be kept in the English language by the Clerk and shall be signed by the City Clerk upon approval by City Council.

5. **EXECUTIVE SESSIONS**

A two-thirds (2/3) roll call vote of members elected or appointed and serving shall be required to call a closed session, except for those circumstances where the Open Meetings Act, 1976 PA 267 permits the calling of an executive session by a lesser vote. Those circumstances not requiring a two-thirds (2/3) vote are sessions:

To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member, or individual agent, when the named person requests a closed hearing.

For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement when either negotiating party requests a closed hearing.

The purpose of the meeting will be stated in the motion to call the closed session and shall be in accordance with the Open Meetings Act.

A separate set of minutes shall be taken by the Clerk or the designated secretary at the executive session. These minutes will be retained by the Clerk for the period of time required by the Open Meetings Act and shall not be available to the public and shall be disclosed only if required by a civil action. Minutes of executive session meetings may be distributed to Council for review at an executive session and may be approved, in Council's discretion, and returned to the Clerk.

City Council Members shall not divulge to any unauthorized person confidential information discussed in an executive session in advance of the time prescribed for its authorized release to the public by the City Council. Council members shall honor the confidentiality of the debate and discussion occurring in executive session, and be aware of the potential liability and/or other harm to the City by premature disclosure

6. **AGENDA - REGULAR MEETINGS**

The City Manager and the City Clerk, with consultation and concurrence of the Mayor, shall prepare an agenda of business to be considered at each regular Council Meeting. Items of business must generally be submitted by 12 noon of the Monday preceding the next regular meeting, subject to the discretion of the City Manager. The Mayor and Administration will strive to have agendas resulting in consistent length of meetings.

City Council Members shall have the use, for City business and for City Council meetings, of a City-issued electronic device. Agenda materials will primarily be provided to Council members by electronic delivery method and the member shall be responsible for installing the materials on the electronic device. "Paper" copies of agenda materials will be provided only where the materials are likely to be retained for regular review (bound documents such as the Master Plan for Land Use, or the Budget), or where a paper copy is required or appropriate to completely convey the information contained in the

Council Organization Rules and Order of Business

materials.

The Meetings will be held in the Council Chambers UNLESS OTHERWISE NOTED ON THE AGENDA. No items will be added to the published agenda unless approved by a majority vote of the City Council. The Agenda of Regular Meetings of the City Council shall be prepared in accordance with the following format:

- A. Call to order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of Agenda
- E. Public Hearings
- F. Presentations

This is reserved for and limited to presentations by or on behalf of the City itself to the City Council that do not require or anticipate Council action (e.g., presentation of the results of the national survey the City has conducted). It is not intended to be used by third parties. It is not intended to be used to issue proclamations of any kind, or statements in support of any individual or entity, or to recognize events taking place in the City. Under unusual circumstances, the Mayor may authorize use of this part of the agenda for a non-City presentation, but such use is intended to be rare.

G. Reports:

- 1. Manager/Staff
- 2. Attorney

H. Audience Comment

I. Consent Agenda – Removals and Approvals (Items removed from Consent Agenda will be discussed under Item O).

Only the following kinds of items may be included on the Consent Agenda:

- 1. Personnel matters requiring Council action, not including reviews of employee grievances or appointments and terminations
- 2. Routine financial management actions, such as approval of warrants, transfer of funds, approval to advertise for bids
- 3. Approval of licenses
- 4. Setting dates of Public Hearings
- 5. Ordinances at second reading and/or resolutions which do not require public hearings prior to adoption
- 6. Approval of minutes
- 7. Approval of contracts and agreements not to exceed \$100,000
- 8. Referral to committees
- 9. Approval of easements
- 10. Additional items which administration feels could be included on Consent Agenda for final approval

J. Matters for Council Action

1. Proposed Zoning Ordinance Map Amendments
 2. Other Ordinances - First Reading (Introduction)
 3. Action on Special Reports
 4. Appointments to Boards and Commissions
 5. Other matters to be acted upon by Council
- K. Consent Agenda Removals for Council Action
In order to limit the number of items removed from the Consent Agenda, all members of Council will make an effort to contact the administration before the meeting to have questions answered. Unless a member of the Council specifically requests that an item listed on the Consent Agenda be removed therefrom and action be taken separately on said item, those items listed on the Consent Agenda shall be approved, accepted, etc. by motion and unanimous roll call vote of the Council. Those items so approved under the heading "Consent Agenda" shall appear in the Council minutes in the proper form.
- L. Audience Comment
- M. Committee Reports
- N. Mayor and Council Issues
This item shall be limited to matters as to which a Council member is seeking to receive comments or other reaction from other Council members, or to gain a consensus for giving direction to City staff. For an item to be listed on the printed agenda, Council members must request that the item be placed on the agenda by 3:00 P.M. of the Wednesday preceding the meeting and provide the language for the item in writing or verbally. Each Council member present at a meeting may also request placement of one (1) additional item on the agenda under Mayor and Council issues for that meeting. With respect to any such issue placed on the agenda, if a Council member is requesting information from City staff as part of the item, the Council member shall have first contacted the City Manager by noon the day of the meeting and requested such information prior to the meeting, and shall so state at the time of placement of the item on the agenda. Motions may be made and voted upon in connection with matters added under this section.
- P Adjournment

7. **AGENDA - SPECIAL MEETINGS**

No business shall be transacted at any special meeting of the Council unless the same has been stated in the notice of such meeting. However, other than the enactment of an ordinance, any business which may lawfully come before a regular meeting may be transacted at a special meeting, if all the members of the Council present consent thereto and all the members absent file their written consent. (Charter Section 6.3). The notice of such meeting, setting forth the time, place and purpose, together with the agenda shall be served in accordance with the City Charter upon each member of the Council.

8. **AUDIENCE COMMENT RULES**

- A. All members of the Audience addressing the meeting (hereinafter speaker) shall direct their remarks to the Mayor.
- B. No speaker shall address the meeting unless recognized by the Mayor for that purpose.
- C. Remarks shall be limited to those pertaining to matters before the Council, to City business or policy, or to issues of community concern or interest. While comment upon the action, inaction, or performance of the Council and the City of Novi commissions, boards, employees and consultants is allowed, inappropriate, profane, vulgar or abusive language and personal attacks will not be tolerated.
- D. No speaker shall continue to address the meeting after being advised by the Mayor that the speaker's time for addressing the meeting has expired.
- E. There shall be no audience comment by voice, clapping, or otherwise, showing approval or disapproval of any remarks of the speaker or member(s) of the public body.
- F. Each speaker may address the meeting for 3 minutes. The Mayor has the authority to grant additional time, if requested by a speaker, for good cause.
- G. Speakers wishing to display visual materials through the City's audiovisual system must provide the materials to City staff for screening no later than 12:00 P.M. the day of the meeting. The materials submitted will be reviewed by the City Clerk (or designee) to ensure that (1) the materials are in a format capable of broadcast or presentation over the City's audiovisual system; (2) the materials relate to a permitted purpose under Paragraph C above; and (3) the material is legally appropriate for broadcast over the audiovisual system and/or cable system. Visual materials include any visual or textual items that are to be displayed through the audiovisual system irrespective of their specific format or media. This includes, without limitation, photographs, audio and video presentations, charts, computer presentations, computer screen images, posters and fliers, whether in physical or electronic format. Once the materials have been submitted for review, they cannot be changed before the meeting. Notwithstanding the foregoing, the Mayor may allow a speaker to utilize the City's audiovisual system to display a limited number (no more than three) of non-electronic, physical documents (e.g., photographs of potholes), provided that the documents are presented to the Clerk for review under Paragraph G above, before the documents are displayed.
- H. Speakers using visual materials are subject to the same time limitation set forth in Paragraph F above.
- I. Taped or recorded audio presentations not presented through the City's audiovisual system (i.e., with sound only, not displaying visual materials) shall also be submitted for review as described in Paragraph G above.
- J. Council Members or the Mayor shall not respond to general Audience Comment. The Mayor or Council members can bring up a point of order in regard to false information and direct it to the parliamentarian for a response. The Mayor may direct the administration to respond to the speaker, if appropriate, during or

outside of the meeting. The Mayor may also respond with an indication of the appropriate action to be taken.

- K. Committee Reports will not be accepted during Audience Comment. An Applicant or Representative may present proposals for a period of time at the discretion of the Mayor.

9. **CABLE TV VIDEO AND AUDIO TAPES POLICY**

- A. All Regular, Special, and Joint Council meetings shall be held in the Council Chambers and will be cablecast/video streamed, except interview meetings unless Council Chambers are unavailable or otherwise specified.
- B. Meetings will be cablecast/video streamed live. City Council Meeting videos will be archived on the City website for 90 days. The video archive is not the official record of the meeting.
- C. Only City Council, Parks Recreation & Cultural Services, Planning Commission, Library Board and Zoning Board of Appeals Meetings will be cablecast/video streamed live, whenever possible.
- D. Audio tapes will be retained by the City Clerk until the approval of the minutes.

10. **RECONSIDER/RESCIND/REPEAL A QUESTION**

When a question has been taken, it shall be in order for any member who was on the prevailing side in the original action to move for reconsideration thereof at the same or next regular meeting. If a matter is to be brought for reconsideration at a succeeding meeting, the Councilmember making the request must notify the City Manager or City Clerk in writing by the Wednesday prior to the meeting who shall place the matter of reconsideration of the matter on the agenda.

A motion to rescind or repeal some previous action may be made at any time at any regular or special meeting of the Council, provided, such matter has been formally placed on the agenda for consideration and it is in order.

11. **VOTING**

A Roll Call vote shall be required on all ordinances and the "Yes" or "No" vote shall be entered upon the records opposite the name of the Councilmember. Whenever the vote is unanimous, it shall only be necessary to so state.

No member of the Council shall vote on any question in which he/she has a financial interest other than the common public interest or on any question concerning his own conduct.

12. **QUORUM**

Four members of the Council shall be a quorum for the transaction of business at all meetings of the Council, but in the absence of a quorum, the Mayor or any two members may adjourn any regular or special meeting to a later date. (Charter, Sec. 6.5)

13. **COMMITTEES**

Council Committee assignments will be established by the 2nd regular meeting following the Election.

Standing Citizen Boards, Commissions, and Committees: The descriptions provided within this section stating the purposes, functions and membership of Boards, Commissions and Committees are for informational purposes. The provisions of the Charter, the Novi Code of Ordinances and the resolutions establishing such bodies shall define the purposes, functions and membership of such bodies.

Economic Development Corporation, Library Board and Planning Commission are Mayoral appointments with consent of a majority of Council.

Council will be provided with the attendance record of all applicants for reappointment at the time of interview.

Annual schedule for Board, Commission, and Committee Presentations and Appointments

<u>Introduction Date / Committee Name</u>	<u>Terms Expire On</u>	<u>Approx. # of Vacancies per year</u>
---	------------------------	--

EARLY FEBRUARY

Beautification Commission	March 1	1 to 3
Building Authority	March 1	1
Construction Board of Appeals	March 1	2
Library Board	March 1	1

EARLY-MID JUNE

Parks & Recreation Commission	June 30	2 to 3
Planning Commission	June 30	3

LATE NOVEMBER/EARLY DECEMBER

Board of Review	Jan. 1	2 to 4
Corridor Improvement Authority	Dec. 31	2
Economic Development Corporation	March 1	1 to 3
Election Commission	Jan. 1	0 to 1
Historical Commission	Jan. 1	2 to 3
Housing and Community		

Council Organization Rules and Order of Business

Development Advisory Committee	Jan. 1	1 to 2
Youth Council	Dec. 31	6 to 7
Zoning Board of Appeals	Jan. 1	2

Applications will be considered current until the next annually scheduled date for presentation by candidates for the particular body for which the applicant applied. Council may schedule other interview sessions for newly created committees on an as-needed basis. Applications may also be made up until the start of the City Council meeting at which appointment shall be considered. The City Clerk shall be responsible for providing information as to such application(s) to the Council at or before the meeting.

Those appointed to fill a vacancy and have presented in the past 12 months need not make a presentation, unless requested by a Council member, but must apply to be considered for re-appointment.

The Youth Council Review Committee shall evaluate applicants for Youth Council vacancies. The evaluation process shall generally be the same as described below for presentations to the City Council (but may set its own rules for the length of candidate presentation). Following the introductions, the Youth Council Review Committee shall make the recommendations to City Council.

Applicants for boards, commission, and committees will make presentations before the Council at a regular meeting. Applicants will be given two minutes to explain why they are interested and qualified. Questioning by Council Members will not generally be contemplated, but as the Chair of the meeting, the Mayor may (but is not obligated to) entertain questions from other Council Members.

Notwithstanding anything to the contrary in this section, appointments may be made and/or approved without candidate presentation if the Mayor and/or Council deem it to be appropriate under the circumstances.

Council action on appointments (including appointing newly-created committees):

Any *new* committee adopted by Council shall have in its resolution language to the effect of the following:

That the position will be publicized for applications within ten days of the adoption of the resolution creating the committee.

That Council will hold presentation sessions within three weeks of adoption of the resolution.

That Council will make appointments at the Regular Meeting following
Council Organization Rules and Order of Business

the presentation meeting.

Board and Commission meetings shall be open to the public and a notice of the date, time and location of each meeting shall be posted within the lobby of the City Hall no less than 18 hours before the meeting.

Minutes of the proceedings shall be taken and available to the City Clerk of all Board and Commission meetings. Board and Commissions shall endeavor to hold their meetings in the City Council Chambers for consistent public access.

Appointments to Standing Committees:

The following standing committees of the Council shall be composed of at least three members who shall be appointed from time-to-time by the Mayor. (Charter, Sec. 6.7(e))

1. Capital Improvements Program - Three Council representatives. This Committee is responsible for reviewing administrative recommendations for capital expenditures and shall provide an initial review of the required annual Capital Improvement Plan prepared and adopted by the City.
2. Consultant Review Committee - Three members of Council appointed on a rotation basis with one new member each year. This Committee is responsible to review (i) multi-year contracts for professional services (e.g., engineering or environmental consultants) or (ii) contracts for professional services of any length where the consultant deals directly with the City Council in a significant way (e.g., attorney services, auditors, or the like. Administration will provide on a quarterly basis a schedule of contracts for such services that are expected to come before City Council for approval.
3. Rules Committee - The Mayor and two members of Council appointed on a rotation basis to begin their review of the Council Rules immediately following the first meeting following the November Election. This Committee is responsible for regular or occasional review of these Rules as contemplated in the Prologue Section above.
4. Ordinance Review Committee - The Mayor and two members of Council appointed on a rotation basis. This Committee is responsible for discussion and review of amendments to the Code of Ordinances. It is intended to review those ordinances that are substantive in nature and that would benefit from review by the Committee before submission to the Council as a whole. Matters may be referred to the Committee by the Council; additional items may be placed on the Committee's agenda for its consideration with the approval of the Mayor.
5. Youth Council Review Committee – Three members of Council appointed by
Council Organization Rules and Order of Business

Mayor on a rotation basis.

Council representation on regional bodies/inter-governmental bodies:

1. SEMCOG - one Delegate (Elected Official) and one Alternate (Elected or Appointed) appointed by the Council for a two-year term.

Boards and Commissions established by Charter or Ordinance:

1. Beautification Advisory Commission - Nine members appointed to three-year terms by the Council. Terms expire January 1st (Sec. 2-171 City Code).
 2. Board of Review Three members and one alternate member - appointed to two-year terms by the Council. Terms expire January 1st of each odd year (Sec. 9.6 City Charter).
 3. Construction Board of Appeals - Five members and two alternate members - Appointed to four-year terms by the City Council. Terms Expire March 1st. (Sec. 7-19 City Code)
 4. Corridor Improvement Authority – Nine member, made up of the Mayor and eight member appointed by the Mayor subject to Council approval. Terms expire December 31st. (Resolution 12/04/2017)
 5. Economic Development Corporation -Nine members - Appointed to five-year terms by the Mayor subject to Council approval. Terms Expire March 1st (EDC Articles of Incorporation)
 6. Election Commission - Three members, including the City Clerk – Appointed to three-year terms by the Council. Terms expire January 1st (Sec.3.4 City Charter)
 7. Historical Commission - Seven members - Appointed to three-year terms by the Council. Terms expire January 1st. (Sec. 17-18 City Code)
 8. Library Board - Seven members - appointed to three-year terms by the Mayor subject to Council approval I. Terms expire March 1st. (Sec.19-21 City Code)
 9. Parks and Recreation Commission - Seven members - Appointed to three-year terms by the Council. Terms expire June 30th (Sec. 25-37 City Code)
 10. Planning Commission - Seven members - Appointed to three-year terms by the Mayor subject to Council approval. Terms expire June 30th (Sec. 27-18 City Code)
 11. Street Name Review Committee -Representatives of the Department of
- Council Organization Rules and Order of Business*

Community Development, Police Department, Fire Department and Building Department. (Sec. 31-51 City Code).

12. Zoning Board of Appeals - Seven members and one alternate member appointed to three-year terms by the Council. Terms expire January 1st (Sec. 3100 Zoning Ordinance)

Advisory/implementation and current *ad hoc* committees established by Council:

1. Housing & Community Development Advisory Committee - Six members – 5 voting resident members, appointed to three-year terms by the Council, 1 Administrative non-voting Member shall serve on the Committee. Terms expire January 1st.
2. Walkable Novi Committee – 2 members of Council, 2 members of Planning Commission, 2 members of Parks, Recreation and Cultural services, 2 members of Parks Foundation, 1 member of the public.

Council Advisory Committees will not establish any separate *Ad Hoc* Committee without the approval of the Council. This does not prevent a committee from appointing subcommittees of their members.

Councilmember Liaison to Youth Council:

A Councilmember Liaison to the Novi Youth Council shall be appointed by the Mayor from time to time as he or she determines to be appropriate. The position of Councilmember Liaison shall be non-voting, and the Councilmember Liaison shall not be required to attend meetings of the Youth Council. (Approved by resolution of Council 11-12-2013)

14. **STANDARDS OF CONDUCT FOR CITY COUNCIL MEMBERS**

- A. General Rules. City Council members will be governed by the Standards of Conduct of Novi Officers, Employees, and Consultants, as adopted and amended from time to time by City Council Resolution. Those standards generally include (but are not limited to) the following:
 1. Confidential Information. A Council member shall not divulge to an unauthorized person, confidential information acquired in the course of the Council member's duties in advance of the time prescribed for its authorized release to the public.
 2. Representations. A Council member shall not represent his or her personal opinion as that of the City.

Council Organization Rules and Order of Business

3. City resources. A Council member shall use personnel resources, property, and funds under the Council member's official care and control judiciously and solely in accordance with prescribed constitutional, statutory, and regulatory procedures and not for personal gain or benefit.
4. Gifts. A Council member shall not solicit or accept a gift or loan of money, goods, services, or other thing of substantial value for the benefit of a person or organization, other than the City, which tends to influence the manner in which the Council member performs official duties. It shall be presumed that a non-monetary gift having a value of less than fifty dollars (\$50.00) does not evidence a violation of the above paragraph. "Non-monetary gifts" do not include gift certificates, vouchers, or any other item which is readily used in place of cash.
5. Profit from Position. A Council member shall not engage in a business transaction in which the Council member may receive a substantial profit from his or her official position or authority or a substantial financial benefit from confidential information which the Council member has obtained or may obtain by reason of that position or authority. A Council member shall not use, or attempt to use, his or her official position to unreasonably secure, request or grant, any privileges, exemptions, advantages, contracts, or preferential treatment for themselves or others.

B. Financial Interest in Contract, Purchase, or Employment

1. No Council member shall vote on any question in which the member has a financial interest other than the common public interest or on any question concerning his or her own conduct. (Charter, Sec. 6.7)
2. Except as otherwise provided by State law (including all disclosure requirements), a Council member shall not engage in or accept employment or render services for a private or public interest when that employment or service is incompatible or in conflict with the discharge of the Council member's official duties, or when that employment may tend to impair his or her independence of judgment or action in the performance of official duties. If such employment or services for a private or public interest (except the City of Novi) requires the appearance, directly or indirectly, by a Council member before any employee, agency or body of the City of Novi, it shall be conclusively presumed that such appearance is incompatible and in conflict with the Council member's official duties. Except as otherwise provided by State law (including all disclosure requirements), a Council member shall not participate in the

negotiation or execution of contracts, making of loans, granting of subsidies, fixing of rates, issuance of permits or certificates, or other regulation or supervision relating directly to a business entity in which the Council member has a financial or personal interest.

3. No Council member shall be a party, directly or indirectly, to any contract between himself and the City, except as provided by state law and City Charter.
4. Members of the City Council shall disclose, upon a form provided by the City Clerk, the following information: Any interest in any property within the City of Novi held by the member, the member's spouse, any child of the member, a trust for the member, any corporation in which the member is an officer, director, or shareholder, or by any partnership, limited partnership, or co-partnership in which the member has an interest. The disclosure shall be submitted by City Council members upon taking the oath of office, and annually thereafter.

15. DEBATE AND DECORUM

Where these rules or the City Charter are silent, "Roberts Rules of Order Newly Revised" shall, to the extent reasonably feasible, govern the proceedings of the Council. The City Attorney shall act as Parliamentarian. In addition, the following general rules of debate shall apply:

- A. The maker of a motion is entitled to speak first.
- B. A Council member must obtain the floor by being recognized by the Mayor.
- C. No Council member is entitled to speak a second time on the same motion while any other Council members wish to make their first speech.
- D. A Council member may not speak against his/her own motion, but may vote against it.
- E. Remarks must be confined to the merits of the pending question.
- F. Questions and remarks must be addressed through the Mayor. Council members are not to speak directly to each other or to a staff member.
- G. A courteous tone must be maintained. Interjecting personal notes or attacking another member's motives is prohibited.
- H. Use of a Council member's name is to be avoided, if at all possible; for example, you should refer to "the maker of the motion" or "the previous speaker" whenever possible.
- I. Reading from books, reports, etc. is only allowed with general consent of the Council by vote or general consent, that is, if there are no objections.

- J. No Council member may comment adversely on any prior act of the Council that is not pending.

16. USE OF COMMUNICATION DEVICES DURING MEETINGS

A Council member shall refrain from the use of electronic or wireless communication devices during meetings to communicate with other Council members or with members of the public, regardless of whether the device is provided by the City. This prohibition shall not apply to communications with family members, employees, or co-workers, or others with whom the member communicates on a matter unrelated to an agenda item for Council action; such communications shall be infrequent and shall not disrupt, disturb, or otherwise adversely affect the conduct of the meeting.

17. USE OF CITY-ISSUED ELECTRONIC DEVICES

City-issued electronic devices are intended to be used for City business and City-related purposes. Personal use is discouraged and should occur infrequently and shall be incidental to the intended use of the electronic device. The following rules shall apply to Council members' use of City-issued electronic devices:

- A. The City shall supply the electronic device and all associated hardware and software. Council members shall not install any hardware or software on the electronic device without prior approval through the City's Chief Information Officer.
- B. Council members shall have the use of the electronic device during the member's term of office, and such right shall terminate at the same time as the member's term of office ends, at which time the electronic device and all associated equipment shall be returned to the City.
- C. Council members shall be responsible for maintaining the electronic device in good condition, and to reasonably protect it from theft, loss, or damage. City policies applicable to City staff with regard to damaged or lost equipment shall apply.
- D. Council members may not use the electronic device in connection with election or re-election efforts or campaigning, either for the member or any other candidate for public office.
- E. Council members shall not use the electronic device, or the internet access or e-mail provided with it, for any commercial, illegal, or illicit purpose or activity, or for financial gain. Council members shall not use the electronic device to download or store inappropriate or obscene material. Council members shall not knowingly violate copyright laws or site guidelines in connection with internet access. Council members shall not knowingly use the electronic device, or the internet access or e-mail provided with it, to propagate any virus, worm, "Trojan horse," "trap door," or back door"

program code or to knowingly disable, disrupt, or overload the computer system or network, or to circumvent any system designed to protect the privacy or security of another user, computer system, communications network, or organization.

- F. Council members should recognize that many, and perhaps most, of the documents that exist on the electronic device or that are created during internet usage or while using the e-mail function may be subject to the Freedom of Information Act, MCL 15.231 *et seq.*, or other means of discovery, and should govern their use accordingly.
- G. Council members shall not use the electronic device for any purpose that violates the Open Meetings Act, MCL 15.261, *et seq.*
- H. The electronic device shall at all times remain City property, and therefore subject to return to the City upon request, for inspection, repair, installation of additional hardware or software or other applications, and the like, or to ensure compliance with these rules.
- I. The Council member to whom an electronic device is issued is responsible to insure the proper use of the electronic device in accordance with these rules.

18. COUNCIL APPROVAL OF INDIVIDUAL COUNCIL MEMBER NON-ROUTINE REQUESTS FOR INFORMATION OR INVESTIGATIONS BY CITY STAFF

Prior to any individual Council members request to City staff for reports or other information, other than routine (requests that can be answered within 5-10 minutes), the requests must be raised at the Council table and approved. (Motion made July 7, 2003 meeting.)

19. NEW COUNCIL MEMBER ORIENTATION; IN-SERVICE PROGRAMS; OFF-SITE TRAINING/CONFERENCES

Each new member of Council shall, upon taking the oath of office, be given the following materials unless the member has or has access to a current copy of:

- Charter and Code of Ordinances
- Master Plan for Land Use
- Current year Budget
- Council Rules
- City of Novi Internet Usage and E-Mail Usage Policies
- City of Novi rules regarding damaged or lost equipment (e.g., for City-issued electronic device)

Each new member of Council shall, upon taking the oath of office, be offered an opportunity by the City Manager to tour the various City facilities (i.e., City Hall, DPW,

Council Organization Rules and Order of Business

Police/Fire stations, and the like).

After each City election at which a new member of Council is elected, the City staff shall arrange a series of presentations or programs, conducted generally between December and February following a City election, to inform new members of the operations of City government. Generally, and subject to member availability, these shall occur before City Council meetings, and shall cover basic subjects such as land use and planning, finance/taxation/assessing, police/fire, and infrastructure maintenance and construction. The programs shall be open to all members of the City Council as in-service educational opportunities.

Council members are encouraged to attend training sessions and conferences to develop their understanding of their role and responsibilities as public officials. Council will annually establish a budget of \$1,000 per Council member, to be used to offset the cost of such activities. Such funds may be used only in connection with training session, workshops, seminars, or conferences sponsored or conducted by municipal organizations of which the City is a member (e.g., the Michigan Municipal League). City Administration shall regularly provide Council with a list of conferences for such organizations that the City belongs to. Reimbursement of expenses incurred in connection with such sessions or events shall also follow the rules established for City employees.

20. SUSPENSION AND AMENDMENT OF RULES

These rules may be suspended or amended at any time, in accordance with the Charter of the City of Novi by a vote of the majority of the Council elected and serving.

21. ENFORCEMENT OF RULES

These rules are subject to enforcement by the City Council as it determines appropriate under applicable provisions of State law, the City Charter, and Roberts' Rules of Order (which have been adopted above to the extent reasonably practicable), and any penalty for violation hereof shall be in accordance with said provisions.

RULES COMMITTEE
June 13, 2023
To begin immediately following the conclusion
of the Ordinance Review Committee meeting
Council Chambers

Mayor Gatt called the meeting to order at 5:22 p.m.

ROLL CALL: Mayor Gatt, Mayor Pro Tem Staudt, Council Member Crawford (absent)

ALSO PRESENT: Thomas Schultz, City Attorney
Cortney Hanson, City Clerk

APPROVAL OF AGENDA: Agenda was unanimously approved

AUDIENCE COMMENT: None

MATTERS FOR DISCUSSION:

1. Approval of Minutes from September 7, 2022.

RCM 23-06-01 Moved by Staudt, seconded by Gatt; CARRIED UNANIMOUSLY:

To approve the Rules Committee meeting minutes from September 7, 2022.

2. Consideration of amending Council Organization Rules and Order of Business

Clerk Hanson explained this matter was before the Committee to receive guidance on issuing proclamations. The City has been inconsistent in denying and issuing proclamations, so we are looking to be consistent.

Mayor Gatt said the City of Novi is in the business of protecting residents. The Council talks about roads, sewers, police, fire, etc. He said what happens in Washington D.C. and Lansing shouldn't concern the 7 elected officials. We focus on making Novi a better community and we do a great job of it. We live in a very political word right now and it's getting worse. You can't make everybody happy. To be safe, and to concentrate on City business, his recommendation is that we stop issuing proclamations. If we say no to everyone, then no one can get mad and say they are favoring one side over the other. He is suggesting we recommend to City Council that we stop doing proclamations, including our City proclamations like Arbor Day.

Mayor Pro Tem Staudt said he didn't know that anyone other than the Mayor made the decision to issue a proclamation. The proclamation the other week was not chosen by the Mayor and that was a first. Local government is being used more and more for purposes that are not local government. A lot of this came about because of a controversial request and it was denied by the Mayor. Both sides were offended.

RCM 23-06-02 Moved by Staudt, seconded by Gatt; CARRIED UNANIMOUSLY:

**To recommend to City Council that no proclamations or resolutions
that aren't City related business get issued.**

City Attorney Schultz said it would be appropriate to put it in Council Rules. Mayor Gatt agreed and asked that a draft of that change to Council Rules be brought back to the committee.

The meeting was adjourned at 5:29 p.m.

Recorded by: Cortney Hanson, City Clerk

RULES COMMITTEE
August 8, 2023
To begin immediately following the conclusion
of the Ordinance Review Committee meeting
Council Chambers

Mayor Gatt called the meeting to order at 6:07 p.m.

ROLL CALL: Mayor Gatt, Mayor Pro Tem Staudt, Council Member Crawford

ALSO PRESENT: Victor Cardenas, City Manager
Thomas Schultz, City Attorney
Cortney Hanson, City Clerk

APPROVAL OF AGENDA: Agenda was unanimously approved

AUDIENCE COMMENT: None

MATTERS FOR DISCUSSION:

1. Approval of Minutes from June 13, 2023.

RCM 23-06-03 Moved by Staudt, seconded by Crawford; CARRIED UNANIMOUSLY:

To approve the Rules Committee meeting minutes from June 13, 2023

2. Consideration of amending Council Organization Rules and Order of Business

City Manager Cardenas said staff took the comments from the previous meeting and the proposed amendment is included in the packet. City Attorney Schultz said this addresses the concerns about requests for controversial proclamations, yet still allows for the Mayor to make exceptions for unusual circumstances. Anyone would still be allowed to speak during audience comments.

RCM 23-06-04 Moved by Crawford, seconded by Staudt; CARRIED UNANIMOUSLY:

To recommend to City Council the proposed amendments to the Council Organization Rules and Order of Business.

Member Crawford pointed out there is an inconsistency in the wording in the Boards and Commission section. Number 4, 5, 8, and 9 all mean the same thing but are worded differently. He asked for that to be looked at for consistency.

The meeting was adjourned at 6:22 p.m.

Recorded by: Cortney Hanson, City Clerk



CITY OF NOVI CITY COUNCIL
SEPTEMBER 11, 2023

SUBJECT: 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.

SUBMITTING DEPARTMENT: Public Safety – Fire Department

EXPENDITURE REQUIRED	\$42,446.64
AMOUNT BUDGETED	\$45,000.00
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	101-336.00-741.000

Background Information:

The National Fire Protection Association (NFPA 1851) Standard limits structural firefighting turnout gear ensemble components to a maximum service of ten (10) years from date of manufacture. This standard, and the manufacturer's recommendation, suggests that after ten (10) years of service all components including turnout coats and pants be removed from service and no longer used for structural firefighting. The moisture barrier within the bunker gear begins to fail after each successive fire the gear is exposed to. Likewise, the outer shell can absorb harmful carcinogens and is continually subjected to cuts, tears and abrasions during normal use at a structure fire. The Department currently inspects and washes bunker gear on an annual and as-needed basis according to the Standard. In addition, we will send gear out for necessary repairs when needed; thereby extending its useful life to the ten year period.

The Novi Fire Department has a standardized replacement schedule for these coats and pants. A new set of gear is purchased for new hires. The replacement of the turn-out gear has been included in the annual uniform budget for the 2023-24 fiscal year. Phoenix Safety Outfitters is an authorized distributor for LION who holds a NPP Cooperative purchasing contract.

Recommended ACTION: 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.



Quotation: 224720

(DO NOT PAY FROM THIS DOCUMENT/S&H MAY NOT BE INCLUDED)

Quotation Date: 19 Aug 2023

REMITTANCE ADDRESS

PHOENIX Safety Outfitters
P.O. Box 20445
Upper Arlington, OH 43220

Shipping Method: **Best Way**

Account Rep: **Jim Reed**

Accounting Questions: **cgrogan@phoenixoutfitters.com**

Accounting Phone: **614-203-0247**

Physical Address:

PHOENIX Safety Outfitters
110 W Leffel Lane
Springfield, Ohio 45506
(937) 324-2537

Sales Tax Registrations:

Ohio (91-050790)

Indiana (0158424336)

Michigan (41-2241348)

EIN:

41-2241348

Bill to:

TODD SEOG
CITY OF NOVI FIRE DEPT
42975 GRAND RIVER AVE
NOVI MI 48375
UNITED STATES
Customer Phone:
Customer Email: tseog@cityofnovi.org

Ship to:

TODD SEOG
CITY OF NOVI FIRE DEPT
42975 GRAND RIVER AVE
NOVI MI 48375
UNITED STATES
Customer Phone:
Customer Email: tseog@cityofnovi.org

Item ID	Item name	Qty	Item \$	Extended \$
CUSTPO	Customer Purchase Order Number:		\$0.00	\$0.00
	** YOUR DEPARTMENT COST - NPP CONTRACT PS20065 **		\$0.00	\$0.00
NOV(OAKMI)-VFC	JANESVILLE TURNOUT COAT CONFIGURED TO CUSTOMER SPECIFICATION// PO8Q2045 Verified: [0220] Valid Thru: [033121] Color: PER SPEC	12	\$2147.12	\$25765.44
NOV(OAKMI)-VFP	JANESVILLE TURNOUT PANT CONFIGURED TO CUSTOMER SPECIFICATION// PO8Q2045 Verified: [0220] Valid Thru: [033121] Color: PER SPEC	12	\$1390.10	\$16681.20
DROP-NCFRT	There shall be No Freight Charged on this Order// Reference Date Shipped in Header: Verified: [0621]		\$0.00	\$0.00

Subtotal \$42446.64

Not rated @ 0% \$0.00



Firefighting Personal Protective Equipment



Product Specifics

LION is the world's largest supplier of structural fire personal protective clothing for first responders including:

- Firefighter Turnout Gear
- Wildland Firefighting Gear
- Technical Rescue Ensembles
- CBRN Equipment
- Stationwear
- EMS & General Fire Garments
- Med Pro
- CBRN
- Helmets - Gloves - Boots
- Maintenance and cleaning services
- LION Academy Online

Pricing Details

Members receive discounted pricing on these products. For pricing and product details, log in to nppgov.com.

Contract Details

- Log into nppgov.com
- Forms, legal documentation, price lists and other information can be found on the LION vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order



Lead Public Agency: League of Oregon Cities
RFP #1915

CONTRACT TERM

Contract Number: PS20065

Effective Date: 04/13/2020

Initial expiration: 06/13/2023

Possible extensions through: 06/13/2026

NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support



 nppgov.com
customerservice@nppgov.com
877.329.8847

MEMORANDUM



TO: JOHN MARTIN FIRE CHIEF
FROM: TODD SEOG CAPTAIN
SUBJECT: 2023 TURNOUT GEAR
DATE: AUGUST 23, 2023

The firefighters turnout gear is one of the most essential pieces of equipment a firefighter has. The three main components of turnout gear are the coat, pants, and suspenders. Turnout gear is very complex each piece contains a fire-resistant outer shell, a thermal layer, and a moisture barrier each of these components must meet criteria outlined in the National Fire Protection Association (NFPA 1851) standards for fire firefighter turnout gear.

Each set of turnout gear is inspected and cleaned after every fire, as well as annually. This proactive approach ensures that any problems or damage found can be repaired or replaced as needed. The criteria used to determine if turnout gear is ready for replacement is as follows; if the turnout gear is 10 years old, damage to the thermal layer, or improper fit.

The Novi Fire Department Purchases Lion appeal turnout gear the local distributor, Phoenix Safety Outfitters using the existing National Purchase Partners (NPP) contact #1915. National Purchase Partners (NPP) contracts are competitively solicited by a lead Public Agency in accordance with government purchasing regulations. These contracts include "Piggybacking" language, allowing utilization by NPP government members nationwide this gives the City of Novi a 35% discount off the list price of turnout gear.

The Novi Fire Department Purchases Lion V-force sets of bunker gear every year based on the three criteria listed above. the National Purchasing Partners price for the lion v-force is **\$3537.22** per set the department is looking at replacing 12 sets of gear this year. The total cost of 12 sets is **\$42446.64** after approval Phoenix will come in and measure the Firefighters that are getting replacement gear to insure proper fit.



CITY OF NOVI CITY COUNCIL
SEPTEMBER 11, 2023

SUBJECT: 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.

Submitting department: Public Safety- Police Department
Department of Public Works - Fleet Division

EXPENDITURE REQUIRED	\$ 30,559.60 Motorcycle M-1 <u>\$ 30,559.60</u> Motorcycle M-2 \$ 61,119.20 TOTAL
AMOUNT BUDGETED	\$ 38,130.00 Motorcycle M-1 <u>\$ 38,130.00</u> Motorcycle M-2 \$ 76,260.00 TOTAL
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	101-301.00-983.091 LDV078 Motorcycle M-1 101-301.00-983.092 LDV079 Motorcycle M-2

BACKGROUND INFORMATION:

The Novi Police Department currently has two (2) Harley Davidson motorcycles in the patrol motor fleet. They are used for general patrol, as well as traffic enforcement and operation at special events, such as parades, and in situations where a motorcycle can more easily maneuver around crowded traffic or other tight conditions.

The current Harley Davidson motorcycles are 2009 model year. Although the Harley Davidson motorcycles have served their purpose well over the past 14 years, they have reached a point where advances in motorcycle handling, safety, and vehicle technology on newer motorcycles are significant. In addition, most police agencies have made the switch from the Harley Davidson to the BMW police motorcycle, given the better handling and stopping ability of the BMW, and features that make it more suited for police operations.

The new electronics upfits for the laptop, printer, and power adapter will be provided by the City of Novi's IT department and installed on the BMW's motorcycles by BMW as quoted. The total cost for the electronics is \$3,308 per bike.

RECOMMENDED ACTION: (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.



**BMW
MOTORRAD**



BMW R 1250 RT-P
INNOVATION
ON EVERY MISSION.

MAKE LIFE A RIDE



A WORLDWIDE PRESENCE. INNOVATION BORNE FROM TRADITION.

A CONCEPT – PROVEN THE WORLD OVER. A GENUINE ALL-ROUNDER.

BMW Motorrad has been a proven partner to public authorities, the police, rescue forces and escort services all over the world for more than 100 years. For generations, professional users whose motorcycle is their workstation have placed their trust in the outstanding, comprehensive quality standards of BMW motorcycles. After all: they know they can rely on the consistent synthesis of ergonomic comfort, well-developed safety and excellent performance – in every situation and for every type of operation.

This is demonstrated impressively by the fact that BMW has supplied more than 155,000 authorities vehicles to all corners of the globe ever since 1970. The numerous BMW 1250 RT-P models have no small part to play in this success story: the current version offers an even wider range of equipment components and lower fuel consumption, making even more of a mark when it comes to supremacy, agility, power and dynamic performance.

The BMW R 1250 RT-P is an all-rounder that performs excellently on every type of terrain. Whether police operations on the motorway or city escorts: the intelligent concept is characterised by ergonomic long-distance comfort as well as enormous power potential and flexible handling. Powered by a high-performance BMW ShiftCam boxer engine, this concept defines a perfect synthesis of power and efficiency.

SOLUTIONS WITH VISION.

Every BMW Motorrad authority model is a genuine one-off, produced and designed in tailor-made fashion with precision workmanship. BMW Motorrad is the only manufacturer in the world to assemble its models entirely on a separate production line with the combination of optional features chosen individually by the customer. The BMW Motorrad development department dedicated specifically to special vehicles is located in Munich.

MOBILITY WITHOUT COMPROMISE.

The BMW R 1250 RT-P is an impressive all-rounder that performs excellently on every type of terrain. Its manoeuvrability and ergonomic long-distance comfort make this first-class touring bike an outstanding workstation. The BMW R 1250 RT-P is an operations vehicle that has stood for comfort and a high level of safety for more than three decades: this is ensured by the diverse range of equipment options, which can be flexibly adapted to special requirements.

R 1250 RT-P Motor Pricing Form

(2024 Model Year)



Color	Option Code
0 Night Black & Alpine White III	753
1 Night Black	716
0 Alpine White III (special order)	751
0 Black Blue (special order +60 days)	754
0 Saphir Blue (special order + 60 days)	755
0 Violet Blue (special order +60 days)	756
0 Glacier Silver Metallic (special order)	N99

Revised: June 7, 2023

Quotation:

Motorcycle

NOVI POLICE DEPARTMENT

Option Code

Retail Price

\$21,476.06

Factory Special-Order Options - Plan 90-120 Days for Delivery

0	Adaptive Headlight (includes 219)	134	\$662.65	\$0.00
0	Keyless Ride w/two transmitters	193	\$397.59	\$0.00
1	Gear Shift Assist Pro	222	\$524.82	\$524.82
1	Ride Modes Pro (includes 18B)	224	\$227.95	\$227.95
0	GPS Prep	272	\$212.05	\$0.00
0	Chrome Exhaust (includes 19F)	340	\$159.04	\$0.00
1	Additional LED Headlights (driving lights)	562	\$477.11	\$477.11
0	PA Microphone	599	\$630.84	\$0.00
0	High Seat Black	610	\$0.00	\$0.00
0	Low Seat Black	776	\$0.00	\$0.00
0	Enhanced Smart Phone Connectivity	6NS	\$250.00	\$0.00

The Options Below denote Standard Order Deck - Removal is only by Special Order - Option Delete

1	Heated Seat	518	\$238.55	\$238.55
1	Tire Pressure Monitoring	530	\$238.55	\$238.55
1	Cruise Control (standard feature)	538	\$0.00	\$0.00
1	Weather Protection	649	\$206.75	\$206.75

Additional Labor Operations Provided by Dealer

LABOR - INSTALL SADDLEBAG AUTHORITY LIGHT KIT	\$150.00
LABOR - INSTALL SUPPLIED SETCOM EQUIPMENT	\$150.00
LABOR - INSTALL SUPPLIED FRONT AND REAR RADAR EQUIPMENT	\$450.00
LABOR - INSTALL SUPPLIED BODYCAM / AUDIO EQUIPMENT	\$600.00
LABOR - INSTALL SUPPLIED RADIO EQUIPMENT	\$150.00
LABOR - INSTALL SUPPLIED MODEM / TABLET EQUIPMENT AND WIRING	\$450.00
TITLE AND REGISTRATION FEES	\$235.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Units	Quotation valid for 60 days	Total Price - Page 1	\$25,574.80
1	from date noted below.	Total Price - Page 2	\$2,783.30
		Total Price - Page 3	\$0.00
		Parts From Other Suppliers - Page 4	\$856.50

Date of Quote: 8/1/2023

	Dealer Basic Assembly / Preparation	\$450.00
	Motorcycle Freight	\$895.00
	Total Retail Price per Unit with Options	\$30,559.60
0.00%	State Sales Tax (if applicable)	\$0.00
	Total Retail Price per Unit with Options	\$30,559.60

Note: Prices subject to change without notice. Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 2



BMW Motorrad

See Special Notation Comment

Quotation for:

NOVI POLICE DEPARTMENT

Blue ID Light Selection (1)					
1	Standard Blue Pod-Mounted ID Lights - SID	63 17 2 361 717		\$0.00	\$0.00
0	Round Blue License Plate ID Lights - RID	71 60 2 452 897		\$0.00	\$0.00
Per	Emergency Warning Lights (10)	BMW P/N	Order #	Retail	Total Retail
5	Red LED-X Light	63 17 2 361 718	5	\$121.99	\$609.94
5	Blue LED-X Light	63 17 2 361 719	5	\$121.99	\$609.94
0	Amber LED-X Light	63 17 2 361 720	0	\$121.99	\$0.00
0	White LED-X Light	63 17 2 361 721	0	\$131.93	\$0.00
0	Green LED-X Light	63 17 2 450 782	0	\$131.93	\$0.00
Rear Duplex Emergency Warning Light (1)					
0	Duplex LED-X Red / Red	63 17 2 361 728	0	\$389.46	\$0.00
0	Duplex LED-X Blue / Blue	63 17 2 361 729	0	\$426.06	\$0.00
1	Duplex LED-X Red / Blue	63 17 2 361 730	1	\$407.99	\$407.99
0	Duplex LED-X Blue / Amber	63 17 2 361 731	0	\$407.99	\$0.00
0	Duplex LED-X Green / Green	63 17 2 450 783	0	\$370.80	\$0.00
0	Duplex LED-X Amber / Amber	63 17 2 450 784	0	\$407.99	\$0.00
Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1) Red ID (1)					
6	White Torus LED TDL/Alley	63 17 2 361 722	6	\$86.75	\$520.48
2	Auxiliary LED Turn Signals	63 17 2 361 725	2	\$82.23	\$164.46
2	Auxiliary LED Brake/Tail Light	63 17 2 361 726	2	\$63.71	\$127.42
1	Saddlebag LED Lights w/sensor switch	63 17 2 361 727	1	\$161.75	\$161.75
0	Red ID Lights (replacing blue ID lights)	63 17 2 361 724	0	\$121.08	\$0.00
0	Round Blue License Plate ID Light Kit	71 60 2 452 876	0	\$132.39	\$0.00
Dealer Installed Options / Retrofits					
0	Shift Assistant Pro (hardware)	23 41 8 536 884	0	\$765.25	\$0.00
0	Shift Assistant Pro - Enabling Code	77 15 8 395 839	0	\$45.25	\$0.00
0	Ride Modes Pro - Enabling Code	77 53 8 395 840	0	\$226.49	\$0.00
0	Also Requires DTC Enabling Code	77 53 8 395 841	0	\$58.83	\$0.00
0	LED Auxiliary Headlights Nano (order 2)	63 17 9 457 322	0	\$171.20	\$0.00
0	Bolt 6 x 40 (order 2)	63 12 7 699 141	0	\$5.83	\$0.00
0	M6 Hex Nut (order 2)	07 12 9 905 826	0	\$3.41	\$0.00
Requires Activation by Dealer - No Code Needed					
Convenience Options					
0	Extra Ignition Key - No Keyless Ride	51 25 8 540 950	0	\$105.84	\$0.00
0	Extra Ignition Key - Keyless Fob Transmitter	66 12 7 105 699	0	\$370.46	\$0.00
0	Heated Seat - Low	52 53 8 544 786	0	\$588.59	\$0.00
0	Heated Seat - High	52 53 8 544 792	0	\$588.59	\$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	\$32.89	\$0.00
1	BMW Motorrad Battery Charger (2.5 Ah)	77 02 5 A68 BA2	1	\$181.33	\$181.33
0	Motorcycle Full Cover	71 60 2 450 408	0	\$140.18	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 3



Quotation for:

NOVI POLICE DEPARTMENT

Additional Accessories

Qty	Item Description	BMW P/N	Order #	Retail	Total Retail
Per	Additional Accessories				
	Storage Options				
0	Saddlebag Liners (each)	71 60 7 704 109	0	\$136.77	\$0.00
0	Tank Top Bag	77 45 8 543 227	0	\$252.87	\$0.00
	Engine Protection				
0	Rocker Cover Protection	77 14 8 406 187	0	\$258.43	\$0.00
0	Sump / Engine Protection Guard (order 1)	11 84 8 532 939	0	\$138.23	\$0.00
0	Fillister Head Screws M6 x 20 (order 5)	07 12 9 908 076	0	\$3.53	\$0.00
0	Grommet (order 5)	13 53 1 341 283	0	\$2.86	\$0.00
0	Bushing (order 5)	11 84 8 544 832	0	\$5.63	\$0.00
0	Bracket front (order 1)	11 84 8 532 937	0	\$64.39	\$0.00
0	Bracket Rear (order 1)	11 84 8 532 940	0	\$80.49	\$0.00
0	C-Clip Nut M6 (have been included w/brackets)	07 14 7 693 887	0	\$2.86	\$0.00
0	Fillister Head Screws M8 x 25 (order 5)	07 12 9 907 382	0	\$1.72	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

Page 3

Additional Accessories From Other Suppliers - Page 4

Qty	Description	PN	Price Each	Total Price
1	FAIRING USB OUTLET W/ VOLTMENTER & ON-OFF :	FMSA-EA-USB1	\$ 49.00	\$ 49.00
2	RADIO CONNECTION POWER PLUG CODE A	FMSA-EL-RPP	\$ 10.00	\$ 20.00
1	SIDE STAND EXTENSION	FMSA-MT-SSE	\$ 36.00	\$ 36.00
1	RADIO POWER PLUG DIVIDER CODE A	FMSA-EL-RPPD	\$ 36.00	\$ 36.00
1	ACCESSORY I-III CONNECTION PLUG	FMSA-EL-ACP	\$ 9.50	\$ 9.50
1	SPEAKER CONNCECTION PLUG	FMSA-EL-SCP	\$ 9.50	\$ 9.50
1	EMERGENCY LIGHT MULTIPLIER MODULE W/ HARI	FMSA-ELM	\$ 195.00	\$ 195.00
1	FENIEX FUSION LED EMERGENCY LIGHTS	FMSA-EL-FF	\$ 202.50	\$ 202.50
1	STALKER RLR LIDAR HOLSTER	FMSA-GHST-RLR	\$ 299.00	\$ 299.00



CITY OF NOVI CITY COUNCIL
SEPTEMBER 11, 2023

SUBJECT: 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.

SUBMITTING DEPARTMENT: Community Development

BACKGROUND INFORMATION:

The Community Development Department provides a wide variety of services to residents, businesses, and visitors to our community. Fees are collected for many of those services where appropriate, including many Planning and Building related functions. Developers, contractors and DIY homeowners are charged to offset Building and trade (Plumbing, Electrical, Heating and Refrigeration) related permit review and inspection costs. These fees are set in a schedule approved by City Council. Commercial and Multi-Family Building Permit values and costs are referenced to Square Foot Construction Costs published and updated by the International Code Council (ICC) and adjusted with construction costs. A number of other fees are fixed and have not been revised for a number of years. These have been reviewed for and an amendment is proposed in the attached strike through Fee Schedule attached. These are specifically as follows:

Construction Permit Application Fees: These fees offset the cost of reviewing, processing, administrative follow-through, collections and return of bonds, expiration notification, issuance of Temporary and Final Certificates of Occupancy and file closeout for permits. Applications must be checked for completeness and correct information, appropriate licenses and insurance as well as coordinated with the balance of project and related permit and Site Plan approvals. While most commercial contractors should be aware of the typical requirements, a significant number of applications and submittals are incomplete. Specific and detailed assistance is also provided for homeowners for DIY projects including explanation of the inspection process and basic information of permit needs and submittal documentation.

Online applications for trade permits were implemented several years ago for registered contractors and allow significant efficiencies when complete and correct, but applications still require review, and other approval and verification workflow by our staff. These application fees are currently \$30.00 per permit. These are proposed to be increased to \$40.00 per Building permit and that category clarified to include

Building permits for installation of Mobile Homes. Trade permits application fees are increased to \$35.00 per permit.

Residential Permit Fees:

These fees are the basic permit cost for new residential 1 and 2 family homes, townhouses and garages. Base permit costs are based on values calculated per square foot of construction area. These values are fixed in the fee schedule and have not been increased in a number of years. Current values for new work without adjustment are as follows:

1 and 2 family homes and townhouses	\$44.20/sf
Garages (private)	\$13.40/sf
Finished basements(existing)	\$4.00/sf
Basements (unfinished)	\$13.40/sf
Decks	\$19.47-28.22/sf

It is important to note that the “values” are for the completed work and include both materials and labor. While the material cost for a homeowner may be significantly less the value of the finished product will be identical exclusive of who provided the labor. Inspections costs to the City will be the same or more for a DIY project compared to that done by a contractor. These fees are proposed to be significantly increased to more closely match market conditions referenced in the current ICC cost data tables. While lumber pricing has eased supply chain challenges greatly increased over the past (24) months on a hopefully temporary basis. The proposed value adjustments detailed in the proposed schedule do not include the recent “bubble” pricing increases.

Base, Additional and Overtime Inspection Fees:

These represent the cost for each permit final, reinspection, and additional inspection as well as hourly overtime charges for contractors requesting overtime, evening weekend and holiday inspections. Overtime inspections are subject to staff availability and are proposed to be adjusted to match current contract amounts and minimum call-in time where specified in the contract.

Trade (Heating, Refrigeration, Plumbing and Electrical) Permit Fees:

These fees cover the inspections and support of contractors installing and commissioning these systems. In addition to the basic onsite inspections and documentation there are significant education and support components to this work. Energy Efficiency Code requirements apply to each of these disciplines and often requires coordination with other trades. While our team does not design solutions, we support the contractors in exploration of the potential options to meet the minimum Code requirements.

Permits costs are based on a combination of inspections and quantities of fixtures, circuits, panels, furnaces, etc. Larger projects may require multiple underground, rough or open ceiling inspections as various portions of a building are ready to move to the next stage. While this accommodation requires additional inspection visits, contractors are typically not charged unless work is not ready, habitually incorrect or incomplete. Inspection efforts also include review and approval of system and 3rd party test results, air balance and arc-fault calculations.

Efficiencies and convenience:

The City of Novi offers walk-in service (9) hours a day (5) days a week. Online trade and Sign permit application submittals and 24-hour/ 7-day a week construction inspection scheduling are available. Payment for most invoices is available online through credit card or e-check for the convenience of our customers. Confirmation of inspection requests and result are available following field entry of results. Complete Permit status and inspection results are also available 24/7 at www.bsaonline.com through the link from the City website. Inspectors have field tablets updated in real-time and are available to contractors and permit holders via smartphone voice, text, and email. Technology upgrades afford increased efficiencies, transparency, and increased levels of service balanced with the flood of new products, construction methods, and increasingly detailed construction and building performance standards.

The proposed effective date (30) days following approval allows sufficient time for entry/testing of updated fees in permitting software. Please see the attached memorandum from June 2023 for additional details, impact on sample projects, and comparison with other communities.

RECOMMENDED ACTION: 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.

MEMORANDUM



TO: VICTOR CARDENAS, CITY MANAGER
FROM: CHARLES BOULARD, COMMUNITY DEVELOP.
DIRECTOR
SUBJECT: FEE REVIEW
DATE: JUNE 21, 2023,

Background:

The Community Development Department provides a wide variety of services to residents, businesses, and visitors to our community. Fees are collected for many of those services where appropriate including many Planning and Building related functions. Developers, contractors and DIY homeowners are charged to offset Building and trade (Plumbing, Electrical, Heating and Refrigeration) related permit, review and inspections costs. These fees are set in a schedule approved by City Council. Commercial and Multi-Family Building Permit values and costs are referenced to Square Foot Construction Costs published and updated by the International Code Council (ICC) and adjust with construction costs. A number of other fees are fixed and have not been revised for a number of years. These have been reviewed for amendment. These are specifically as follows:

Construction Permit Application Fees: These fees offset the cost of reviewing, processing, administrative follow through, collections and return of bonds, expiration notification, issuance of Temporary and Final Certificates of Occupancy and file closeout for permits. Applications must be checked for completeness and correct information, appropriate licenses and insurance as well as coordinated with the balance of project and related permit and Site Plan approvals. While most commercial contractors should be aware to the typical requirements, a significant number of applications and submittals are incomplete. Specific and detailed assistance is also provided for homeowners for DIY projects including explanation of the inspection process and basic information of permit needs and submittal documentation. Online applications for trade permits were implemented several years ago for registered contractors and allow significant efficiencies when complete and correct. The applications still require review and other approval and verification workflow by our staff. These application fees are currently \$30.00 per permit. These are proposed to be increased to \$40.00 per permit and the category clarified to include Building Permits for installation of Mobile Homes.

Residential Permit Fees:

These fees are the basic permit cost for new residential 1 and 2 family homes, townhouses and garages. Base permit costs are based on values calculated per square foot of construction area. These values are fixed in the fee schedule and have

not been increased in a number of years. Current values for new work without adjustment are as follows:

1 and 2 family homes and townhouses	\$44.20/sf
Garages (private)	\$13.40/sf
Finished basements(existing)	\$4.00/sf
Basements (unfinished)	\$13.40/sf
Decks	\$19.47-28.22/sf

It is important to note that the “values” are for the completed work and include both materials and labor. While the material cost for a homeowner may be significantly less the value of the finished product will be identical exclusive of who provided the labor. Inspections costs to the City will be the same or more for a DIY project compared to that done by a contractor. These fees are proposed to be significantly increased to more closely match market conditions referenced in the current ICC cost data tables. Lumber demand and supply chain challenges greatly increased over the past 18 months on a hopefully temporary basis. Lumber prices have already fallen. The proposed value adjustments do not include the recent “bubble” pricing.

Base, Additional and Overtime Inspection Fees:

These represent the cost for each permit Final, reinspection, and additional inspection fees as well as hourly overtime charges for contractors requesting overtime, evening weekend and holiday inspections. These are subject to staff availability and are proposed to be adjusted to match current contract amounts as and minimum call in for time where specified in the contract.

Trade (Heating, Refrigeration, Plumbing and Electrical) Permit Fees:

These fees for cover the inspections and support of contractors installing and commissioning these systems. In addition to the basic onsite inspections and documentation there are significant education and support components to this work. Energy Efficiency Code requirements apply to each of these disciplines and often requires coordination with other trades. While our team does not design solutions, we support the contractors in exploration of the potential options to meet the minimum Code requirements.

Permits costs are based on a combination of inspections and quantities of fixtures, circuits, panels, furnaces, etc. Larger projects may require multiple underground, rough or open ceiling inspections as various portions of a building are ready to move to the next stage. While this accommodation requires additional inspection visits, contractors are typically not charged unless work is not ready, habitually incorrect or incomplete. Inspection efforts also include review and approval of system test results, air balance and arc-fault calculations.

Efficiencies and convenience:

The City of Novi offers walk in service 9 hours a day 5 days a week. Online trade and Sign permit application submittals and 24 hour/7 day a week construction inspection scheduling are available. Payment for most invoices is available online through credit card or e-check for the convenience of our customers. Confirmation of inspection requests and result are available following field entry of results. Complete Permit status and inspections results are also available 24/7 at bsaonline.com through the link from

the City website. Inspectors have field tablets updated in real time and are available to contractors and permit holders via smart phone voice, text and email. Technology upgrades afford increased efficiencies, transparency and increased levels of service balanced with the flood of new products, construction methods and increasingly detailed construction and building performance standards.

While not all inclusive the highlights below summarize many of the proposed revisions noted on the attached draft fee schedule

Proposed Fees Schedule amendments:

Application fee: Increase from \$30.00 to \$40.00

This proposed increase is net of efficiency gains due to technology with increases in personal expenses and additional documentation requirements including energy efficiency submittals, firestopping and joint penetration submittals, increased 3rd party inspection requirements and frequent construction plan resubmittals.

Base Building Permit fee for Residential projects:

Residential Values: Based on 80% of current ICC Building Valuation Data. The proposed values would remain well under the current new construction appraisal values (exclusive of land).

1 and 2 family homes and townhouses	increase from \$44.20/sf to \$104.46/sf
Garages (private)	increase from \$13.40/sf to 41.02/sf
Finished basements(existing)	increase from \$4.00/sf to 16.00/sf
Basements (unfinished)	increase from \$13.40/sf to 18.56/sf
Decks	no change \$19.47-28.22/sf

Trade Permit fees:

Proposed amendments as noted in the attached schedule. These proposed increases are typically of 15 to 20% per unit (appliance, fixture, circuit, etc.) These include typical underground, rough and open ceiling inspections and impact the permit cost based on the scope of the project. Larger projects are typically ready for the various inspections in stages and require multiple inspections. These additional inspections are performed without additional cost unless the violations are repeated, work is not ready or the site cannot be accessed.

Clean ups/Clarification/Deletions:

Lastly, the proposed amendments include deletion of several scheduled fees that are no longer used or applicable. These include but are not limited to: Administrative Temporary Certificates of Occupancy (TCO), Administrative fee for Safety and Special Inspections, Sign change of face (no longer required) and Seasonal Outdoor Seating Inspections (no longer required) along with revisions intended to increase the clarity and reduce the complexity of the fee schedule. Also proposed is standardizing the contractor registration fee and extending the duration to match the expiration of the State Licenses.

Impact of proposed increases for sample projects:

Community Development staff calculated the impact of the proposed amendments for two typical projects. The projects were for construction of a new 2200 square foot single family home and a Commercial building remodel valued at \$600,000. Comparison of these is as follows:

Single Family Home:

Current fee for Zoning Review, Similar/Dissimilar review, Plan Review Building and Trade Permits and Inspections would be \$1472.13

The proposed fee for the same scope and structure would be \$2277.00

The increase represents a change of about 0.3% in the cost of a new home conservatively valued at a sales price of \$200/square foot.

Commercial Remodel/Tenant improvements:

Current fee for Zoning Review, Plan Review Building and Trade Permits and Inspections would be \$1442.13

The proposed fee for the same scope and structure would be \$2410.51

The increase represents a change of about 0.16% in the cost of alterations valued at a \$600,000.

Comparison of existing fees with similar communities:

A fee comparison and analysis was conducted by the City of Troy in the spring of 2022 included Troy, Novi, Birmingham, and Flat Rock. Fees were compared for building, deck, shed and fence projects. In the report shared Novi fees were lower than comparison communities in all categories except fences.

Novi Community Development staff made similar comparison for a sample single family residence, residential remodel, new commercial building and commercial tenant remodel. Commerce Township, Lyon Township, Meridian Township, West Bloomfield, Troy and Rochester Hills were used for the comparison.

Each project includes the cost of the building permit, including plan review and permit fees, as well as the trade permits associated with the work being performed (mechanical, electrical, plumbing, and, for commercial projects only, fire suppression). The building permit fees were calculated for each municipality based on the formulas provided on each city's website using the same square footage and valuation. The trade permits were calculated by each of our respective inspectors based on a set rubric of work. Based on the data presented below, Novi's fees fall below the average in most categories

New Single-Family Residence

The first project comparison is based on a sample of a new 2,806 square foot single family residence with a garage and an unfinished basement.

	Permit Fee	Plan Review Fee	Trade Permit Fees	Total
Commerce Twp	3,420	474	1,246	5,140
Lyon Twp	1,208	185	1,125	2,518
Meridian Twp	3,775	na	1,302	5,077
West Bloomfield Twp	2,393	350	1,473	4,216
Troy	3,650	405	783	4,838
Rochester Hills	3,083	608	1,355	5,046
Average	2,922	337	1,214	4,473
Novi	702	484	934	2,120
Difference (dollars)	(2,220)	147	(280)	(2,353)
Difference (percent)	-76%	44%	-23%	-53%

The total cost of permit fees and plan reviews for building a new single-family residence in the City of Novi is currently 53% below the average of the 5 other municipalities selected.

Residential Remodel

The second sample project is based on a remodel of an existing single-family residence with a valuation of \$95,000.

	Permit Fee	Plan Review Fee	Trade Permit Fees	Total
Commerce Twp	874	114	325	1,313
Lyon Twp	380	80	354	814
Meridian Twp	900	na	653	1,553
West Bloomfield Twp	540	285	422	1,247
Troy	1,065	90	176	1,331
Rochester Hills	978	231	451	1,660
Average	790	133	397	1,320
Novi	513	25	259	797
Difference (dollars)	(277)	(108)	(138)	(523)
Difference (percent)	-35%	-81%	-35%	-40%

The total building permit fee, plan review fee, and cost of trade permits for Novi is currently an average of 40% less than the comparable municipalities.

New Commercial Building

The comparison for this project is based on a new 20,000 square foot building for mixed use (factory/warehouse and office space) and the construction type used was 2B. Trade permits now include fire suppression permits.

	Permit Fee	Plan Review Fee	Trade Permit Fees	Total
Commerce Twp	25,293	14,436	5,936	45,665
Lyon Twp	27,104	2,737	4,254	34,095
Meridian Twp	35,450	na	6,185	41,635
West Bloomfield Twp	21,222	10,642	8,515	40,379
Troy	27,944	3,547	4,886	36,377
Rochester Hills	25,509	4,888	10,705	41,102
Average	27,087	6,042	6,747	39,876
Novi	16,875	8,844	5,072	30,791
Difference (dollars)	(10,212)	2,802	(1,675)	(9,085)
Difference (percent)	-38%	46%	-25%	-23%

While the overall difference of -23% for this type of project is accurate, it is important to that the fees for Fire Alarm and Fire Suppression permits in Novi are typically higher as we require a third-party review prior to submittal to our office (third party review fees were included in Novi's fee calculations). The incorporation of fire suppression permit fees accounted for a 10% reduction in the difference between total Trade Permit Fees in Novi and the average of the comparable municipalities. This only impacts the difference for the total project cost by 1%.

Commercial Remodel

The final project comparison was based on a mixed used (factory/warehouse and office space) commercial remodel with a valuation of \$600,000 and the construction type used was 2B. Trade permits include fire suppression permits as well.

	Permit Fee	Plan Review Fee	Trade Permit Fees	Total
Commerce Twp	5,167	1,440	886	7,493
Lyon Twp	4,584	1,190	1,273	7,047
Meridian Twp	5,950	na	897	6,847
West Bloomfield Twp	3,540	1,800	1,425	6,765
Troy	6,115	630	534	7,279
Rochester Hills	4,413	1,464	1,338	7,215
Average	4,962	1,087	1,059	7,108
Novi	3,025	1,575	1,358	5,958
Difference (dollars)	(1,937)	488	299	(1,150)
Difference (percent)	-39%	45%	28%	-16%

As seen with the New Commercial Building comparison, the fire suppression permit fees impact the difference between Novi and the comparable municipality average for the Total Trade Permit Fees. The incorporation of the Fire Suppression Permit fees brought the Trade Permit Fees from -18% to 30% and the difference for the Total project cost from -22% to -16%.

While significant, the proposed adjustments would more accurately reflect the current cost of services provided as well as the value to the community. Please let me know if I can provide any additional information.

CITY OF NOVI COMMUNITY DEVELOPMENT DEPARTMENT



**Schedule of Permit and Plan Review Fees
Building Division
Draft September 5, 2023
Effective for Permits invoiced 30 days after adoption**

(Place pretty picture here)



COMMUNITY DEVELOPMENT DEPARTMENT

45175 Ten Mile Road
Novi, MI 48375
(248) 347-0415 Phone
(248) 735-5600 Facsimile
www.cityofnovi.org

BUILDING PERMIT FEES

APPLICATION FEES

A nonrefundable application fee shall accompany each building permit application. This fee shall be as follows:

1. Residential
 - a. New Single Family Residence, Additions, Alterations, Mobile Homes, Repairs & Zoning..... \$40
2. Nonresidential
 - a. New Commercial/Industrial & Additions, Other Non-Single Family \$40
3. Other
 - a. Construction Board of Appeals application fee, each meeting..... \$300
 - b. Zoning Boards of Appeals.....
 - i. Single Family Residential (Existing) \$220
 - ii. Single Family Residential With Violation..... \$275
 - iii. Single Family Residential (New) \$275
 - iv. Multiple/Commercial/Industrial \$330
 - v. Multiple/Commercial/Industrial With Violation \$440
 - vi. Sign \$330
 - vii. Sign With Violation \$440
 - viii. House Moves \$330
 - ix. Special Meeting (At Discretion of the Board) \$660

CONTRACTOR REGISTRATIONS/LICENSES

1. Residential: Builder or Maintenance & Alterations (duration of license) \$15

PLAN REVIEW FEES

1. Residential and Utility plan review (b,c and d per consultant contract, includes 15% administration)
 - a. Additions, alterations, & repairs etc. reviews..... \$30
 - b. Single family plan reviews \$155
 - c. MRC/Structural Review
 - i. Initial plan review \$161.00
 - ii. Additional reviews \$132.25
 - d. Similar/Dissimilar review
 - i. Initial review \$138.00
 - ii. Additional reviews \$109.25
2. Nonresidential
 - a. Nonresidential to be computed at .0015 (base fee) X 1.75 of the estimated construction cost. This includes (trade) electrical, mechanical and plumbing plan reviews.
 - b. Nonresidential trade plan reviews to be computed at .0015 (base fee) X .25 of the estimated construction cost.
 - c. Minor change from original plan review..... \$130



COMMUNITY DEVELOPMENT DEPARTMENT

45175 Ten Mile Road
Novi, MI 48375
(248) 347-0415 Phone
(248) 735-5600 Facsimile
www.cityofnovi.org

BUILDING PERMIT FEES

- d. Major change from the original plan review to be computed at .500 of the base fee on the estimated construction cost.
- e. Design build phases (ea) \$200
- f. Deferred submittal items (ea) \$200
- g. Rear yard façade review \$40.25

PERMIT & INSPECTION FEES

ADDRESSES

- 1. Addresses (each new or reassigned) \$15

BUILDING PERMIT VALUATION

The building permit fee shall be based on the total estimated cost of the project as noted or as computed at 95% of the current International Code Council (ICC) Building Valuation Data Report exclusive of site work. The fee shall be based on the building construction valuation as follows:

- Residential, one and two-family = \$104.46 per square foot; Private Garages = \$41.02
- Decks = \$19.47 per square foot; cedar and composite decks = \$28.22 per square foot
- Unfinished basements (all use group) = \$18.56 per square foot and \$16.00 per square foot for finished basements
- For nonresidential shell only buildings at 50% of table cost; New nonresidential building including tenant build out at 95% of table cost
- New nonresidential interior tenant improvements and mezzanine at 50% of table cost (30% for existing)

- 1. Nonresidential (MBC) Permit Cost based on Construction Valuation
 - a. Under \$1,000 \$60
 - b. \$1,001 and over. \$60

Plus \$5 for each additional \$1,000 or part thereof over \$1,001
- 2. Residential (MRC) Construction Valuation
 - a. Under \$1,000 \$60
 - b. \$1,001 and over. \$60

Plus \$4.50 for each additional \$1,000 or part thereof over \$1,001

CERTIFICATE OF OCCUPANCY TEMPORARY BONDS

Additional bond will be required of the permit holder to insure completion of work and/or correction of violations noted by the Community Development Department.

- 1. New Single Family Temporary C/O \$1,000

COMPLETION AGREEMENTS (REQUIRED UNDER CHAPTER 26.5)

- 1. Completion agreement administrative fee (per phase) \$950

DIGITAL IMAGING

All projects are required to have the project documents digitally scanned to a CD for record retention. The following is a list that will determine the amount of digital imaging fees to be charged based on the size of the project submitted. These fees will be included in the permit fee calculation for the project. A 15% fee will be added to cover the administrative cost of this task.

- 1. Minor tenant alteration / residential with a total of twelve 24"x36" architectural sheets or less a flat fee \$100
- 2. Tenant alterations with a total of 13-50 24"x36" architectural sheets and under 275-8 1/2"x11" pages a flat fee \$260
- 3. New nonresidential building with a total of 51-100 24"x36" architectural sheets and under 475 8 1/2"x11" pages a flat fee \$400



COMMUNITY DEVELOPMENT DEPARTMENT

45175 Ten Mile Road
Novi, MI 48375
(248) 347-0415 Phone
(248) 735-5600 Facsimile
www.cityofnovi.org

BUILDING PERMIT FEES

4. New nonresidential building exceeding 100 sheets architectural sheets and 475 8 1/2"x11" the project documents will be counted by Community Development Department to calculate the fees to match what the Community Development Department is being charged for this service.

DEMOLITION

1. Base fee \$50
2. Per structure, up to 1,000 square feet of floor area \$100
3. Each additional square feet of floor area \$.03
4. Plan Review Fee (min.) \$100

MOBILE/PRE-MANUFACTURE HOME

1. Within the MH district, per dwelling unit \$180
2. In other districts, the fee shall be the same as the building permit valuation.

LAND IMPROVEMENT (per consultant contract)

1. Review \$115
2. Each review for builder initiated change \$115
3. Footing elevation inspection \$155.25
4. Additional footing elevation inspection \$115
5. Final grade inspection (certification) \$155.25
6. Each additional inspection \$155.25
7. Minor Land Permit
 - a. Review \$86.25
 - b. Inspection fee \$86.25
 - c. Additional inspection fee \$86.25

RE-INSTATEMENT (Expiration of Permit)

All permits remain valid as long as work is progressing and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within 180 days after issuance of the permit or if the authorized work is suspended or abandoned for a period of 180 days after the time of commencing the work.

1. Minimum Fee \$50

BASE, ADDITIONAL AND OVERTIME INSPECTION FEES

- 1.
2. Residential & Nonresidential (per trade, includes fire inspection), each \$45
3. Re-inspection (re-inspection fees to be paid prior to re-inspection) \$45
Special inspection (Change of occupancy) each \$180
4. Anyother (per trade) \$45
5. Overtime Fees (Subject to staff availability)
 - a. Overtime, Evenings and Saturday (3 hour minimum), per hour \$53
 - b. Overtime, Sunday & Holidays (3 hour minimum), per hour \$70



COMMUNITY DEVELOPMENT DEPARTMENT

45175 Ten Mile Road
Novi, MI 48375
(248) 347-0415 Phone
(248) 735-5600 Facsimile
www.cityofnovi.org

BUILDING PERMIT FEES

SIGNS

2. Ground, Temporary, Wall, Canopy or Projecting Signs(each) \$75
- 3.

TEMPORARY STRUCTURES (Tents, Construction/Sales Trailers, & all other mobile units)

- a. Minimum fee..... \$100

TEMPORARY USE AND FLOOD PLAIN REVIEW/INSPECTION FEES

1. Temporary Special Exception \$100
2. Temporary Special Land Use.....\$200
- 3.
4. Floodplain use permits (per consultant contract, includes admin. fee)
 - a. Major floodplain use permit \$3450
 - b. Minor floodplain use permit \$402.50
 - c. Individual residential floodplain use permit \$402.50
 - d. Bonds
 - i. Major floodplain use permit \$10,000
 - ii. Minor floodplain use permit..... \$2,500
 - iii. Individual residential floodplain use permit..... \$1,000



COMMUNITY DEVELOPMENT DEPARTMENT

45175 Ten Mile Road
Novi, MI 48375
(248) 347-0415 Phone
(248) 735-5600 Facsimile
www.cityofnovi.org

ELECTRICAL FEES

APPLICATION FEE on all permits (non-refundable) \$35

CONTRACTOR REGISTRATION/LICENSES

All contractors shall register their license with the City of Novi before work is commenced.

Registration shall be renewed each license year.

1. Electrical and Sign Specialty Contractor (duration of license) \$15
- 2.

PLAN REVIEW FEES

1. Plan review
 - a. Nonresidential to be computed at .0015 (base fee) X 1.75 of the estimated construction cost. This includes (trade) electrical, mechanical and plumbing plan reviews.

SERVICE (Temporary or Permanent)

1. 200 ampere or less – each service... \$12
2. 201 – 600 ampere – each service... \$18
3. 601 – 800 ampere – each service... \$24
4. 801 – 1,200 ampere – each service \$30
5. Over 1,200 ampere – GFI only..... \$58

CIRCUITS (New, Extended or Altered)

1. Each..... \$6
2. The fees below are in addition to the circuit fee:
 - a. Lighting Fixtures – per 25..... \$7
 - b. HVAC
 - i. Furnace (unit heater)..... \$6
 - ii. Air Conditioner..... \$8
 - c. Generator..... \$8
 - d. Appliances
 - i. Electric Heating Units (baseboard)..... \$5
 - ii. Power Outlets (range, oven, water heater, dryer, water pump, dishwasher, etc.)-each..... \$7
 - e. Signs
 - i. Unit connections – each sign \$12
 - ii. Letters..... \$15
 - iii. Neon –each 25 feet \$20
 - f. Feeders – Bus Ducts, etc. – per 50 feet \$7
 - g. Energy Retrofit – Temperature control equipment \$50
 - h. Grounding Electrode \$10
 - i. Transformers
 - i. 0 to 20 KVP & HP \$8
 - ii. 21 to 50 KVP & HP \$12
 - iii. Over 51 JVP & HP \$12
 - j. Smoke detectors – per 5..... \$6



COMMUNITY DEVELOPMENT DEPARTMENT

45175 Ten Mile Road
Novi, MI 48375
(248) 347-0415 Phone
(248) 735-5600 Facsimile
www.cityofnovi.org

ELECTRICAL FEES

RE-INSTATEMENT (Expiration of Permit)

All permits remain valid as long as work is progressing, and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within 180 days after issuance of the permit or if the authorized work is suspended or abandoned for a period of 180 days after the time of commencing the work.

1. Minimum Fee \$50

BASE, ADDITIONAL AND OVERTIME INSPECTIONS FEE

For the purpose of determining conformance with codes:

- 1.
2. Residential & Nonresidential (per trade, includes fire inspection), each \$45
3. Re-inspection (re-inspection fees to be paid prior to re-inspection) \$45
4. Final inspection \$45
5. Overtime Fees (Subject to staff availability)
 - a. Overtime, Evenings and Saturday (3 hour minimum), per hour... \$68
 - b. Overtime, Sunday & Holidays (# hour min
 - c. imum), per hour... \$92



COMMUNITY DEVELOPMENT DEPARTMENT

45175 Ten Mile Road
Novi, MI 48375
(248) 347-0415 Phone
(248) 735-5600 Facsimile
www.cityofnovi.org

MECHANICAL FEES

APPLICATION FEE on all permits (non-refundable) \$35

CONTRACTOR REGISTRATION/LICENSES

1. Heating & Cooling, Water and Sewer Excavator, and/or Commercial Boiler (duration of license) ... \$15

PLAN REVIEW FEES

1. Plan review
 - a. Nonresidential to be computed at .0015 (base fee) X 1.75 of the estimated construction cost. This includes (trade) electrical, mechanical and plumbing plan reviews.

HEATING EQUIPMENT/SYSTEMS

1. Residential heating system (includes duct and gas line pipe)..... \$60
New building only (replacement system should be itemized)
2. Gas/oil burning equipment (furnace, rooftop units) \$35
 - a. Compressors (split/combination) rooftop units only \$35
 - b. Gas fired generator \$35
3. Residential boiler \$35
Residential boiler must be installed by a licensed boiler installer
4. Water heater \$6
5. Flue/vent damper/chimney liner \$6
6. Solid fuel equipment (includes chimney) \$35
7. Gas burning fireplace (includes chimney) \$35
8. Chimney, factory built-installed separately..... \$30
9. Solar; set of 3 panels (includes piping) \$24
10. Gas piping; each opening (new installation/gas pressure test) \$6
11. Heat pumps (complete residential)..... \$35
12. Bath and kitchen exhaust ducts..... \$6
13. LP Tanks; A homeowner must own tank to install. If homeowner does not own tank, a license mechanical contractor must install tank.
 - a. Aboveground \$48
 - b. Underground..... \$48
14. Humidifiers \$12
15. Ducts \$35 minimum \$.15/ft
16. Heat pumps; nonresidential (pipe not included) \$24
17. Air handlers/heat wheels
 - a. Under 10,000 CFM \$24
 - b. Over 10,001 CFM \$70
18. Commercial hoods/grease ducts \$18
19. Heat recovery units..... \$12
20. V.A.V. boxes..... \$12
21. Unit heaters \$18

PIPING SYSTEMS

1. Process Piping \$25 minimum \$.06/ ft
2. Gas Piping \$25 minimum..... \$.06/ft



COMMUNITY DEVELOPMENT DEPARTMENT

45175 Ten Mile Road
Novi, MI 48375
(248) 347-0415 Phone
(248) 735-5600 Facsimile
www.cityofnovi.org

MECHANICAL FEES

REFRIGERATION AND AIR CONDITIONING

1. Air conditioning (includes split systems)	\$35
2. Evaporator coils	\$35
3. Refrigeration (includes split systems).....	\$35
4. Chiller	\$35
5. Cooling towers	\$35
6. Compressor	\$35
7. Ducts \$30 minimum	\$.15/ft

RE-STATEMENT (Expiration of Permit)

All permits remain valid as long as work is progressing and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within 180 days after issuance of the permit or if the authorized work is suspended or abandoned for a period of 180 days after the time of commencing the work.

1. Minimum Fee	\$50
----------------------	------

BASE, ADDITIONAL, AND OVERTIME INSPECTION FEE

For the purpose of determining conformance with codes:

1.	
2. Residential & Nonresidential (per trade, includes fire inspection), each	\$45
3. Re-inspection (re-inspection fees to be paid prior to re-inspection)	\$45
4. Final inspection	\$45
5. Any other (per trade)	45
6. Overtime Fees (Subject to staff availability)	
a. Overtime, Evenings and Saturday (3 hour minimum), per hour...	\$68
b. Overtime, Sunday & Holidays (3 hour minimum), per hour...	\$92



COMMUNITY DEVELOPMENT DEPARTMENT

45175 Ten Mile Road
Novi, MI 48375
(248) 347-0415 Phone
(248) 735-5600 Facsimile
www.cityofnovi.org

PLUMBING FEES

APPLICATION FEE on all permits (non-refundable) \$35

CONTRACTOR REGISTRATION/LICENSES

1. Water & Sewer Excavator..... \$15 2.
Plumbing Contractor (duration of license)..... \$1

5

PLAN REVIEW FEES

1. Plan review
a. Nonresidential to be computed at .0015 (base fee) X 1.75 of the estimated construction cost. This includes (trade) electrical, mechanical and plumbing plan reviews.

FIXTURES (each)

As follows:

Bath Related

Bathtub \$6
Bidet \$6
Lavatories \$6
Shower Pan \$6
Urinal \$6
Water Closet (toilet) \$6

Kitchen/Bar Related

Disposal \$6
Dishwasher \$6
Grease Trap..... \$6
Ice Making Machine..... \$6
Refrigerator..... \$6
Sink \$6

Business/Medical Related

Bed Pan Washer..... \$6
Carbonated Beverage Dispenser \$6

Dental Chair..... \$6
Drinking Fountain..... \$6
Embalming Table \$6
Emergency Eye Washer \$6
Emergency Shower \$6
Slop Sink..... \$6
Medical Gas (per opening)..... \$6

Other Misc. Fixture, Drains, etc.

Acid Drain \$6
Autopsy..... \$6
Building Drains \$6
Lavatories \$6
Condensate Drain \$6
Floor Drain \$6
Hot Water Tank (Heater)..... \$6
Laundry Trays \$6
Manholes, Catch Basins..... \$6
Mobile Home Park Site \$6
Outlet/Connection to Heating System..... \$6
Outlet/Connection to Make-up Water Tank \$6
Plaster Trap \$6
Pump (Sump, Ejector, Wtr. Drv) (backflow) . \$6
Roof Sump/Drains (Conductor) \$6
Sprinkler System (Irrigation) \$6
Starch Trap \$6
Sterilizer \$6
Stub Ups (underground only) \$6
Sub Soil Drains \$6
Washing Machine \$6
Water Connected Still \$6
Water Softener/Filtering Equip \$6
Fixtures not listed above \$6



COMMUNITY DEVELOPMENT DEPARTMENT

45175 Ten Mile Road
Novi, MI 48375
(248) 347-0415 Phone
(248) 735-5600 Facsimile
www.cityofnovi.org

PLUMBING FEES

RE-STATEMENT (Expiration of Permit)

All permits remain valid as long as work is progressing and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within 180 days after issuance of the permit or if the authorized work is suspended or abandoned for a period of 180 days after the time of commencing the work.

1. Minimum Fee \$50

BASE, ADDITIONAL AND OVERTIME INSPECTION FEE

For the purpose of determining conformance with codes: 6

- 1.
2. Residential & Nonresidential (per trade, includes fire inspection), each \$45
3. Re-inspection (re-inspection fees to be paid prior to re-inspection) \$45
4. Final inspection \$45
5. Any other (per trade) \$45
6. Overtime Fees (Subject to staff availability)
 - c. Overtime, Evenings and Saturday (3 hour minimum), per hour... \$68
 - d. Overtime, Sunday & Holidays (3 hour minimum), per hour... \$92

WATER SERVICE (Includes any repair work)

1. Less than 2" line \$6
2. 2" to 6" line \$30
3. Over 6" line \$60

SEWERS (Sanitary, Storm, or Combined)

1. Less than 6" line \$6
2. 6" line and over \$30

WATER DISTRIBUTION PIPE (SYSTEMS)

1. 3/4" line \$6
2. 1" line \$12
3. 1 1/4" line \$18
4. 1 1/2" line \$24
5. 2" line \$30
6. Over 2" line \$35



COMMUNITY DEVELOPMENT DEPARTMENT

45175 Ten Mile Road
Novi, MI 48375
(248) 347-0415 Phone
(248) 735-5600 Facsimile
www.cityofnovi.org

FIRE ALARM FEES

APPLICATION FEE on all permits (non-refundable)..... \$35

CONTRACTOR REGISTRATION/LICENSES

1. Fire Alarm Contractor..... \$15

PLAN REVIEW FEES

1. Plan review performed by city employees..... \$200

2. Additional plan review performed by city employees..... \$100

FIRE ALARM SYSTEMS FEES

1. Circuits..... \$6 EA

2. Fire alarms – up to 10 devices \$60

3. Fire alarm – 11 to 20 devices..... \$120

4. Fire alarm – over 20 devices \$6 EA

RE-INSTATEMENT (Expiration of Permit)

All permits remain valid as long as work is progressing and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within 180 days after issuance of the permit or if the authorized work is suspended or abandoned for a period of 180 days after the time of commencing the work.

1. Minimum Fee \$50



COMMUNITY DEVELOPMENT DEPARTMENT

45175 Ten Mile Road
Novi, MI 48375
(248) 347-0415 Phone
(248) 735-5600 Facsimile
www.cityofnovi.org

FIRE ALARM FEES

BASE, ADDITIONAL, AND OVERTIME INSPECTION FEE

For the purpose of determining conformance with codes:

- 1.
2. Residential & Nonresidential (per trade, includes fire inspection), each \$45
3. Re-inspection (re-inspection fees to be paid prior to re-inspection) \$45
4. Final inspection \$45
5. Any other (per trade) \$45
6. Overtime Fees (Subject to staff availability)
 - a. Overtime, Evenings and Saturday (3 hour minimum), per hour...\$68
 - b. Overtime, Sunday & Holidays (3 hour minimum), per hour... \$92



COMMUNITY DEVELOPMENT DEPARTMENT

45175 Ten Mile Road
Novi, MI 48375
(248) 347-0415 Phone
(248) 735-5600 Facsimile
www.cityofnovi.org

FIRE SUPPRESSION FEES

APPLICATION FEE on all permits (non-refundable)..... \$35

CONTRACTOR REGISTRATION/LICENSES

1. Fire Suppression Contractor..... \$15



COMMUNITY DEVELOPMENT DEPARTMENT

45175 Ten Mile Road
Novi, MI 48375
(248) 347-0415 Phone
(248) 735-5600 Facsimile
www.cityofnovi.org

FIRE SUPPRESSION FEES

PLAN REVIEW FEES

- | | |
|---|-------|
| 1. Plan review performed by city employees | \$200 |
| 2. Additional plan review performed by city employees | \$100 |

FIRE SUPPRESSION SYSTEMS FEES

- | | |
|--|-------|
| 1. Firesuppression/protection minimum..... | \$25 |
| 2. Sprinkler heads (per head) | \$.85 |
| 3. Flushing of pipe inspection..... | \$50 |
| 4. Hydro inspection..... | \$50 |
| 5. Hood/duct systems | |
| a. minimum for one (1) | \$20 |
| b. Each additional..... | \$6 |
| 6. Certification fee..... | \$12 |

RE-STATEMENT (Expiration of Permit)

All permits remain valid as long as work is progressing and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within 180 days after issuance of the permit or if the authorized work is suspended or abandoned for a period of 180 days after the time of commencing the work.

- | | |
|----------------------|------|
| 1. Minimum Fee | \$50 |
|----------------------|------|

BASE, ADDITIONAL, AND OVERTIME INSPECTION FEE

For the purpose of determining conformance with codes: (Observable components for Life/Safety issues only)

- | | |
|---|------|
| 1. Additional inspection | \$45 |
| 2. Re-inspection (re-inspection fees to be paid prior to re-inspection) | \$45 |
| 3. Rough inspection | \$45 |
| 4. Final inspection | \$45 |
| 5. Special/safety inspection/hood system. | \$50 |
| 6. Overtime Fees (Subject to staff availability) | |
| a. Overtime, Evenings and Saturday (3 hour minimum), per hour..... | \$68 |
| b. Overtime, Sunday & Holidays (3 hour minimum), per hour... .. | \$92 |

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

**RESOLUTION TO AMEND COMMUNITY DEVELOPMENT REVIEW AND PERMITTING FEES PER
THE ATTACHED SCHEDULE EFFECTIVE FOR PERMITS INVOICED 30 DAYS FROM DATE OF
APPROVAL.**

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on September 11, 2023, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

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

WHEREAS the Community Development Department provides Building Code Plan Review and Inspection services for construction within the City of Novi under the Stille-DeRossett-Hale Single State Construction Code act; and

WHEREAS, the State Construction Code Act allows enforcing jurisdictions to collect review and inspection fees for permits to offset the cost of providing these services; and

WHEREAS, the cost of providing services has increased significantly in the past several years;

NOW, THEREFORE, BE IT RESOLVED as follows:

The proposed amended Community Development Department Review and Permitting Fees schedule dated September 1, 2023 is hereby approved by City Council and shall be effective for permits invoiced 30 days from date of approval.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 11th day of September, 2023, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi



CITY OF NOVI CITY COUNCIL
SEPTEMBER 11, 2023

SUBJECT: 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.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

RECOMMENDED ACTION: 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.



CITY OF NOVI CITY COUNCIL
SEPTEMBER 11, 2023

SUBJECT: Approval of claims and warrants – Warrant 1139

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, #1139 comes before city council for approval.

RECOMMENDED ACTION: Approval of claims and warrants – Warrant 1139

CITY OF NOVI
Warrant 1139
Monday, September 11, 2023

Check	Vendor Name	Description	Amount
184040	DEGREE, INC (DBA LATTICE)	INTERNAL TECHNOLOGY (CITY MGR)	11,046.96
184041-184087	DTE ENERGY	ELECTRICITY	57,504.25
184088	DTE ENERGY	STREET LIGHTING	3.71
184089	FUN TIME SPORTS LLC	SPORTS CAMPS (PARKS & REC)	2,700.00
184090	123NET, INC	BLDG. BOND REFUND (ESCROW)	1,500.00
184091	123NET, INC	BLDG. BOND REFUND (ESCROW)	1,500.00
184092	123NET, INC	BLDG. BOND REFUND (ESCROW)	1,500.00
184093	21ST CENTURY MEDIA	PRINTING AND PUBLISHING	476.45
184094	836 TECHNOLOGIES CORPORATION	RESCUE PHONE SYSTEM (POLICE)	32,779.11
184095	A AND R PLUMBING LLC	BUILDING MAINT (FACILITIES, POLICE, PARKS)	4,021.58
184096	ACCUFORM PRINTING & GRAPHICS INC	PRINTING AND PUBLISHING	255.60
184097	ADT COMMERCIAL LLC	CONTRACTUAL SERVICES	137.34
184098	ADVANCED TURF SOLUTIONS, INC.	GROUNDS MAINTENANCE (PARKS MAINT)	7,946.67
184099	ADVENTURE WINDOW CLEANING	BUILDING MAINTENANCE (LIBRARY)	2,100.00
184100	ALLIE BROTHERS INC	SUPPLIES UNIFORMS	35.00
184101	ALLIED BUILDING SERVICE COMPANY	BUILDING MAINTENANCE (LIBRARY)	1,650.00
184102	ALMUFTI, BAHAA	EDUC & TRAIN.	92.00
184103	ALTECH DOORS LLC	BUILDING MAINTENANCE (FIRE, FACILITIES)	11,021.44
184104	AMAZON	LIBRARY BOOKS	1,644.53
184105	AMERICAN HEART ASSOCIATION INC.	CONFERENCES AND WORKSHOPS	70.00
184106	ANAGO OF METRO DETROIT	BUILDING MAINTENANCE	420.00
184107	ANTECO, INC	TREE MAINTENANCE	344.00
184108	ANYWHERE LOMBARDO LLC (110H)	BLDG. BOND REFUND (ESCROW)	5,000.00
184109	APPLIED INNOVATION	INTERNAL TECHNOLOGY - COMMUNITY RELATION	41.62
184110	ASCENSION MICHIGAN EMPLOYER	MEDICAL SERVICE, PRE EMPLOY - CITYWIDE (HR)	2,016.00
184111	AVERSANO, VINCENT P & LAURA M TRUST	2023 SUM TAX REFUND 50-22-25-228-011	840.74
184112	BAETENS, SCOTT	CONFERENCES AND WORKSHOPS	243.00
184113	BAKER & TAYLOR, LLC	AUDIO VISUAL MATERIALS (LIBRARY)	1,439.11
184114	BASTIAN SOLUTIONS LLC	2023 SUM TAX REFUND 50-99-01-970-012	293.16
184115	BENITO'S CAFE	WATER LINE MAINTENANCE	87.15
184116	BERTIN, KENNETH M.	ADULT SOFTBALL	75.00
184117	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE HEALTHCARE INSURANCE	33,775.68
184118	BOULARD, CHARLES	CONFERENCES AND WORKSHOPS	147.00
184119	BOUND TREE MEDICAL LLC	OPERATING SUPPLIES	104.90
184120	BRIEN'S SERVICES INC	GROUNDS MAINTENANCE (LIBRARY)	4,870.00
184121	BRODART CO.	LIBRARY BOOKS	12,001.16
184122	BS & A SOFTWARE, INC.	CONFERENCE	650.00
184123	CADILLAC ASPHALT LLC	CONSTRUCT: INDUSTRIAL RD REHAB (LOCAL STREETS)	573,272.30
184124	CAMFIL USA, INC.	RANGE FILTERS AND FILTER INSTALLATION	255.24
184125	CANON SOLUTIONS AMERICA INC	EQUIPMENT RENTAL/LEASE - COPIERS (IT)	3,980.34
184126	CARLISLE WORTMAN ASSOCIATES, INC.	BUILDING, TRADE, & PLAN SERVICES (COMM DEV)	5,550.00
184127	CARTER, BRYAN C.	PROFESSIONAL SERVICE	600.00
184128	CBTS LLC	IFT006 TELEPHONE SERVER REPLACE (IT)	2,680.00
184129	CDW GOVERNMENT LLC	OPERATING SUPPLIES - CITYWIDE (IT)	11,658.25
184130	CENTER POINT LARGE PRINT	LIBRARY BOOKS	129.85
184131	CHALLENGER SPORTS TEAMWEAR, LLC	YOUTH SOCCER LEAGUE (PARKS & REC)	10,739.85
184132	CHEN, LIANG-YIN AMY	BLDG. BOND REFUND (ESCROW)	400.00
184133	CINTAS CORP	SUPPLIES - UNIFORMS (DPW)	1,589.58
184134	CLARK, CHRISTOPHER	EDUC & TRAIN	92.00
184135	CONSERVA ELECTRIC SUPPLY, INC.	OPERATING SUPPLIES	19.12
184136	CONTRACTOR'S CLOTHING CO.	OPERATING SUPPLIES	803.60
184137	COPEES, ROBERT	ELECTION SUPPLIES	7.50
184138	CORE & MAIN LP	WATER LINE MAINTENANCE (WATER & SEWER)	3,474.83
184139	CORELOGIC CENTRALIZED REFUNDS	2023 SUM PROPERTY TAX REFUND 50-22-25-276-245	7,422.88
184140	CORELOGIC CENTRALIZED REFUNDS	2023 SUM PROPERTY TAX REFUND 50-22-20-452-002	5,656.69
184141	CRANBROOK CUSTOM HOMES	BLDG. BOND REFUND (ESCROW)	750.00
184142	CRANDALL-WORTHINGTON INC	OPERATING SUPPLIES (FIRE, DPW, POLICE, P&R)	2,621.89

184143	CREATIVE NATURE ART & DESIGN LLC	LIBRARY PROGRAMMING	350.00
184144	CREATURE CONTROL LLC	VILLA BARR PROPERTY OPERATING COSTS (P&R)	1,869.00
184145	CUMMINS BRIDGEWAY LLC	VEHICLE MAINTENANCE (FIRE)	2,043.75
184146	D AND D WATER AND SEWER INC	CONSTRUCTION: HILTON SANITARY SEWER (W&S)	177,068.57
184147	DEERE & COMPANY	JOHN DEERE GATOR (PARKS MAIN)	12,439.35
184148	DELL MARKETING L.P.	INTERNAL TECHNOLOGY (PARKS & REC, POLICE)	2,351.12
184149	DEMCO INC.	OPERATING SUPPLIES	115.15
184150	DENARDO, FRANK C JR	2023 SUM PROPERTY TAX REFUND 50-22-29-427-003	3,219.75
184151	DIPONIO CONTRACTING	WATER REFUND (WATER & SEWER)	1,120.00
184152	DIPONIO CONTRACTING INC	CONSTRUCTION: HOWELL'S WALLED LAKE SUB (W&S)	68,857.28
184153	DPT SPORTS PERFORMANCE	SPORTS CAMPS/CLINICS	403.20
184154	DRL BUILDING CO. LLC	STUDIO VI RENOVATIONS (PEG FUND)	1,250.00
184155	DRN & ASSOCIATES, ARCHITECTS, PC	PROFESSIONAL SERVICES (ESCROW)	2,130.00
184156	DUCZYMSKI, PHILIP	TUITION REIMBURSEMENT	340.42
184157	EJ USA, INC.	WATER LINE MAINTENANCE (WATER & SEWER)	3,185.00
184158	ELLSWORTH INDUSTRIES INC.	ROUTINE MAINT (DRAIN, MAJOR STREETS)	1,567.91
184159	EMPIRE PRINTING, LLC	YOUTH SOCCER LEAGUE	952.20
184160	ERICKSON, CHELSEA	DANCE PROGRAMS (PARKS & REC)	7,856.05
184161	ETNA SUPPLY	WATER LINE MAINTENANCE	127.60
184162	EVANSKI, JACKIE	TUITION & OTHER REIMBURSEMENTS	960.00
184163	FARKAS, JULIE	PROFESSIONAL SERVICES	63.07
184164	FELDMAN CHEVROLET OF NOVI	VEHICLE MAINTENANCE	49.09
184165	FENN, JANICE	WITNESS	8.70
184166	FERGUSON WATERWORKS #3386	WATER METERS (WATER & SEWER)	18,400.00
184167	FIFER INVESTIGATIONS LLC	RECRUITMENT (FIRE)	3,800.00
184168	FIFTH THIRD BANK	BOND PRINCIPAL / INTEREST PMT (MEADOWBROOK)	1,014,350.00
184169	FOSTER, SWIFT, COLLINS & SMITH, P.C	LEGAL FEES (LIBRARY)	1,739.00
184170	FRIENDS OF NOVI PUBLIC LIBRARY	REIMBURSEMENT	608.42
184171	FUN TIME SPORTS LLC	SPORTS CAMPS/CLINICS (PARKS & REC)	8,040.00
184172	G2 CONSULTING GROUP, LLC.	MATERIAL TEST - LAKESHORE PK TUNNEL (CIP, DRAIN)	4,991.22
184173	GALE/CENGAGE LEARNING	LIBRARY BOOKS	147.95
184174	GARY'S CATERING INC	PRISONER MEALS	171.00
184175	GRAINGER INC, W W	OPERATING SUPPLIES	525.17
184176	GREAT LAKES POWER & LIGHTING INC.	BUILDING MAINT (FACILITIES, PARKS MAINT, P&F)	11,087.03
184177	GREAT LAKES WATER AUTHORITY	WATER & IWC CHARGES 7/2023 (WATER & SEWER)	1,004,036.16
184178	GRUZWALSKI, JR HENRY & GERILYN A	2023 SUM PROPERTY TAX REFUND 50-22-03-481-011	2,156.73
184179	HARWELL, ALISA	EDUC & TRAIN.-302-CITY S SHARE	92.00
184180	HEDGE, NITIN	WITNESS	11.40
184181	HOLMES, ROBERT	ADULT SOFTBALL LEAGUE	225.00
184182	HOME DEPOT	BUILDING MAINTENANCE	55.28
184183	HOME DEPOT CREDIT SERVICES	OPERATING SUPPLIES - CITYWIDE (FINANCE)	1,933.59
184184	HQI PAINTERS INC.	THEATRE - OPERATING SUPPLIES (PARKS & REC)	1,200.00
184185	HUNTINGTON NATIONAL BANK	BOND PRINCIPAL/ INTEREST EXPENSE (LIBRARY DEBT)	1,338,600.00
184186	IDENTISYS INC	OPERATING SUPPLIES	100.07
184187	IMAGAMERICA	COMMUNITY PROMOTION (FIRE)	2,626.32
184188	IMAGE 360 - NOVI	OPERATING SUPPLIES	119.00
184189	INSIGHT STRATEGIES LLC	OAS NEEDS COMMITTEE (COMM RELATIONS)	7,500.00
184190	INTERNATIONAL CONTROLS	BUILDING MAINTENANCE - DPW	557.65
184191	INTRADO LIFE & SAFETY, INC	TELEPHONE MAINTENANCE	400.00
184192	ISCG, INC.	SUPPLIES - DESK CHAIRS AND FILE CABINETS	444.22
184193	JACK DOHENY SUPPLIES INC	EQUIPMENT MAINTENANCE	35.00
184194	JOHN'S SANITATION SERVICE	SPORTS FIELD RENTAL AND TOURNYS (PARKS & REC)	1,300.00
184195	KAPNICK & COMPANY, INC	PROPERTY & LIABILITY INS- CITYWIDE (FINANCE)	513,388.00
184196	KBK LANDSCAPING, INC.	GROUND MAINT - LANDSCAPING SVC (FACILITIES)	15,000.00
184197	KID CREATE STUDIO	ART PROGRAMS (PARKS & REC)	1,180.00
184198	KIESLER'S POLICE SUPPLY, INC.	SUPPLIES - SRT OPERATING EXPENSES (POLICE)	6,279.74
184199	KIMBALL MIDWEST	OPERATING SUPPLIES (DPW, W&S, PARKS MAINT)	1,129.83
184200	KNOX COMPANY	OUTSIDE DATA PROCESSING	721.00
184201	KOVACH, LYNNE	DOG PARK REFUND	20.00
184202	LABSOURCE INC	OPERATING SUPPLIES (POLICE)	1,370.30
184203	LASIEWSKI, RAYA	WITNESS	10.32
184204	LECOM LLC	BLDG. BOND REFUND (ESCROW)	1,500.00
184205	LECOM LLC	BLDG. BOND REFUND (ESCROW)	1,500.00
184206	LECOM LLC	BLDG. BOND REFUND (ESCROW)	1,500.00

184207	LEDBETTER LAWN SERVICE	WEED CUTTING-ORDINANCE VIOLATION	695.00
184208	LEPOFSKY, BARRY J.	ADULT SOFTBALL LEAGUE	165.00
184209	LIBRARY IDEAS LLC	AUDIO VISUAL MATERIALS	559.64
184210	LIBRARY NETWORK, THE	ELECTRONIC MEDIA (LIBRARY)	13,817.13
184211	LIMB WALKERS TREE & SNOW	FORESTRY MAINTENANCE (TREE FUND)	5,050.00
184212	LUZOD REPORTING SERVICE INC	PROFESSIONAL SERVICES (COMM DEV)	1,031.00
184213	M-2 AUTO PARTS, INC.	VEHICLE MAINTENANCE	375.50
184214	MACQUEEN EMERGENCY	SCBA SUPPLIES (FIRE)	2,413.94
184215	MAJOR CONSTRUCTION GROUP, INC	WATER LINE MAINTENANCE (WATER & SEWER)	15,255.00
184216	MALINOWSKI, JUDITH M.	MEDICAL SERVICE - NEW RECRUIT CANDIDATES	500.00
184217	MANAR, BOB	CONFERENCES AND WORKSHOPS	243.00
184218	MANNIK & SMITH GROUP INC, THE	PROFESSIONAL SERVICES (ESCROW)	3,658.75
184219	MARCO TECHNOLOGIES, LLC	OFFICE SUPPLIES	117.37
184220	MATTIOLI CEMENT CO., LLC	CONSTRUCTION: 2023 NRP - CONCRETE (LOCAL ST)	251,414.71
184221	MCGEE, ADAM	SUPPLIES - SRT OPERATING EXPENSES	276.00
184222	MCKENNA ASSOCIATES INC	HCD (COMMUNITY DEV BLOCK GRANT)	2,635.00
184223	MCMASTER-CARR SUPPLY CO	SUPPLIES - BOARDWALK REPAIR MATERIALS (DPW)	6,916.66
184224	MICHIGAN.COM	PRINTING AND PUBLISHING	884.28
184225	MIDWEST TAPE, LLC	AUDIO VISUAL MATERIALS	536.01
184226	MIRAGE DEVELOPMENT LLC	BLDG. BOND REFUND (ESCROW)	750.00
184227	MIRAGE DEVELOPMENT LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
184228	MIRAGE DEVELOPMENT LLC	BLDG. BOND REFUND (ESCROW)	1,000.00
184229	MIRAGE DEVELOPMENT LLC	BLDG. BOND REFUND (ESCROW)	750.00
184230	MIRAGE DEVELOPMENT LLC	BLDG. BOND REFUND (ESCROW)	750.00
184231	MSA SAFETY SALES, LLC	CONFERENCES AND WORKSHOPS (FIRE)	6,120.00
184232	MTECH	GAPVAX AUTO REEL UPFIT (DRAIN FUND)	6,469.81
184233	MUTT MITT	CUSTODIAL SUPPLIES FOR PARKS (PARKS & REC)	1,117.87
184234	NICE, KIM	HISTORICAL COMMISSION	97.29
184235	NICHOLS, DENVER E.	WITNESS	11.40
184236	NICK, BETTY	OLDER ADULTS - FITNESS	54.00
184237	NORTHVILLE LOCKSMITH INC., THE	GROUNDS MAINTENANCE / PARKS	195.00
184238	VOID		
184239	NOVI ROTARY CLUB	23/24 ANNUAL DUES	690.00
184240	NOVI YOUTH ASSISTANCE	HCD (COMMUNITY DEV BLOCK GRANT)	1,537.00
184241	NOVI, CITY OF	CITY'S SHARE OF FEES COLLECTED	522.00
184242	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	279.36
184243	OAKLAND COUNTY DRAIN COMMISSIONER	OCDC PERMIT FEE	400.00
184244	OAKLAND COUNTY REGISTER OF DEEDS	OCDC PERMIT FEE	30.00
184245	OAKLAND COUNTY TACTICAL TRAINING	MEMBERSHIPS AND DUES (POLICE, FIRE)	1,000.00
184246	OAKLAND COUNTY TREASURERS	PROFESSIONAL SERVICES (POLICE, HR)	2,520.07
184247	ODP BUSINESS SOLUTIONS, LLC	OPERATING SUPPLIES	323.19
184248	OLANDO, MICHAEL	TUITION & OTHER REIMBURSEMENTS	1,528.00
184249	ORCHARD, HILTZ & MC CLIMENT	PROFESSIONAL SERV - VAR PROJ (DRAIN, STREETS, W&S)	187,542.86
184250	ORKIN	BUILDING MAINTENANCE	668.92
184251	OVERDRIVE, INC.	ELECTRONIC MEDIA (LIBRARY)	2,668.73
184252	PAMELA SUPERFISKY	ELECTION SUPPLIES	7.50
184253	PENCHURA, LLC	OPERATING SUPPLIES - PARK BENCHES (PARKS & REC)	3,218.00
184254	PENZAK, HAILEY	EDUC & TRAIN.-302-CITY S SHARE	92.00
184255	PEOPLE DRIVEN TECHNOLOGY, INC	OPERATING SUPPLIES (IT)	4,800.00
184256	POSTMASTER	ELECTION SUPPLIES (CLERK)	1,900.00
184257	PPG ARCHITECTURAL FINISHES	OPERATING SUPPLIES	21.06
184258	PRACTICE ZONE, THE	SPORTS CAMPS/CLINICS (PARKS & REC)	1,862.00
184259	PRECISE MRM LLC	INTERNAL TECHNOLOGY - CITYWIDE (IT)	3,775.00
184260	PRIORITY HEALTH	EMPLOYEE HEALTHCARE INSURANCE	38,858.48
184261	QUALITY FIRST AID & SAFETY, INC.	OPERATING SUPPLIES	350.18
184262	QUILL CORPORATION	OFFICE SUPPLIES	474.72
184263	R.J.'S PEST CONTROL	BUILDING MAINTENANCE	300.00
184264	RANDAZZO MECHANICAL HTG CLG	BLDG. BOND REFUND (ESCROW)	60.00
184265	RKA PETROLEUM COS., INC	GASOLINE AND OIL	29,353.48
184266	ROCKET ENTERPRISE INC	OPERATING SUPPLIES	198.00
184267	ROSATI, SCHULTZ, JOPPICH	LEGAL FEES	988.00
184268	ROSS, MICHAEL	ADULT SOFTBALL LEAGUE	225.00
184269	RUDRARAJU, RADHIKA	CUSTOMER DEPOSITS	150.00
184270	SABAS COSTRUCTION LLC	BLDG. BOND REFUND (ESCROW)	500.00

184271	SABAS COSTRUCTION LLC	BLDG. BOND REFUND (ESCROW)	500.00
184272	VOID		
184273	SAM'S CLUB DIRECT	COMMUNITY EMERGENCY RESPONSE TEAM	530.15
184274	SAVIN LAKE SERVICES, INC.	WALLED LAKE LAKE BOARD (ESCROW)	7,004.01
184275	SCHWARTZ, MARGARET	OLDER ADULTS - MASSAGE	702.00
184276	SHARMA, DEBANSHU	2023 SUM PROPERTY TAX REFUND 50-22-35-251-013	2,182.31
184277	SHIELD LEADERSHIP INSTITUTE	EDUCATION & TRAINING (POLICE)	1,395.00
184278	SIGNAL RESTORATION SERVICES	BIO-HAZARD CLEANING OF JAIL CELLS	545.65
184279	SIMON, STACEY	OPERATING SUPPLIES	194.40
184280	SITEONE LANDSCAPE SUPPLY, LLC	GROUND MAINTENANCE / PARKS	14.86
184281	SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES (FIRE, POLICE, COMM DEV, P&R)	1,390.24
184282-184287	SPALDING DE DECKER	PROFESSIONAL SERVICES (ESCROW)	98,316.64
184288	SPICER GROUP INC	SIP057 PARKUPDATE PLAN -ITC COM SPRT PRK (CIP)	2,036.50
184289	STATE OF MICHIGAN	COST SHARE: TAFT ROAD REHAB (MAJOR STREETS)	74,723.19
184290	STEVENSON, DEANNA	EDUC & TRAIN.	92.00
184291	STONE HOLLOW PROPERTIES & DEVELOPME	BLDG. BOND REFUND (ESCROW)	1,200.00
184292	SUBURBAN LANDSCAPE SUPPLY	WATER LINE MAINTENANCE	188.00
184293	SUCCARI, OBED	LIBRARY PROGRAMMING	350.00
184294	SUPERIOR AIR-GROUND AMBULANCE	OPERATING SUPPLIES	255.00
184295	SYSTEMP CORPORATION	BUILDING MAINTENANCE (POLICE, FACILITIES)	11,369.06
184296	T-MOBILE USA, INC	TELEPHONE (LIBRARY)	1,101.84
184297	TELNET WORLDWIDE INC.	TELEPHONE	972.54
184298	TOTAL BASEBALL	SPORTS CAMPS/CLINICS (PARKS & REC)	2,800.00
184299	TUCKER, LAWRENCE J.	WITNESS	27.60
184300	UNITED STATES POSTAL	POSTAGE	310.00
184301	VARIPO	EMPLOYEE FLEXIBLE SPENDING REIMBURSEMENT	4,257.66
184302	VARTANYAN, SHIRAK & FRANCIS, SELVA	2023 SUM PROPERTY TAX REFUND 50-22-11-255-002	5,131.00
184303	WALSH, SHERYL	CONFERENCES AND WORKSHOPS	177.00
184304	WEINGARTZ SUPPLY CO INC	EQUIPMENT MAINTENANCE	501.30
184305	WOLOSKI, BRIAN	CONFERENCES AND WORKSHOPS	65.69
184306	WORLDVIEW TECHNOLOGIES GROUP	OPERATING SUPPLIES	558.00
184307	XIE, DERICK	WITNESS	11.40
184308	ZABKIEWICZ, BRIANNA	WITNESS	25.44
184309	ZINSER, ERICK	CONFERENCES AND WORKSHOPS	243.00
184310	NOVI COMMUNITY SCHOOLS	SPORTS CAMPS	666.50
184311	NOVI COMMUNITY SCHOOLS	STAFF RECOGNITION	115.00
184312	SAM'S CLUB DIRECT	COMMUNITY EMERGENCY RESPONSE TEAM	101.58
184313	SAM'S CLUB DIRECT	OPERATING SUPPLIES	265.14

GRAND TOTAL

\$ 5,925,238.30

GENERAL FUND	101	783,916.83
MAJOR STREET FUND	202	470,694.28
LOCAL STREET FUND	203	529,045.04
MUNICIPAL STREET FUND	204	46.48
PARKS, REC & CULTURAL SVCS FUND	208	65,998.09
DRAIN FUND	211	26,059.57
TREE FUND	213	5,394.00
LIBRARY FUND	271	72,952.57
LIBRARY CONTRIBUTION FUND	272	472.86
COMMUNITY DVLPMNT BLOCK GRANT FUND	274	3,709.50
STREET LIGHTING 204108 - TOWN CENTER ST	287	3.71
2008 LIBRARY CONSTRUCTION DEBT FUND	371	1,338,600.00
CAPITAL IMPROVMENT PRGRM (CIP) FUND	401	27,790.79
PEG CABLE - CAPITAL FUND	463	1,250.00
ICE ARENA FUND	570	12,418.70
SENIOR HOUSING FUND	574	1,089,998.49
WATER AND SEWER FUND	592	1,431,079.12
AGENCY FUND	701	38,905.01
CURRENT TAX COLLECTION FUND	703	26,903.26

GRAND TOTAL

\$ 5,925,238.30