



CITY COUNCIL AGENDA

CITY OF NOVI
Regular City Council Meeting

April 03, 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

[Novi](#) Middle School Robotics Team Rapid Robots

REPORTS

1. Manager/Staff
2. Attorney

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

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

MATTERS FOR COUNCIL ACTION

- [1.](#) Appointments to Boards and Commissions
- [2.](#) Consideration of approval to award the construction contract to DeAngelis Diamond Construction, the low bidder, for the construction of Jessica's Splash Pad, in the amount of \$1,931,416.28, and amend the budget.
- [3.](#) Consideration of approval to award a unit price pavement marking services contract to P.K. Contracting LLC., the sole bidder, in the estimated annual

amount of \$325,750. The contract term is one year with three one-year renewal options.

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.

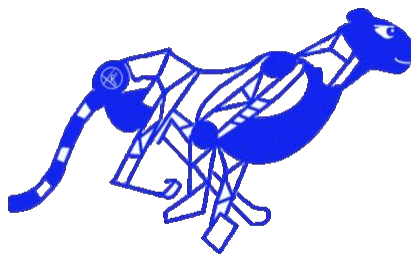
- A. Approve Minutes of:
March 20, 2023 - Regular Meeting
- B. Approval to award a contract for the administration of the 2022 Program Year for the Community Development Block Grant (CDBG) Minor Home Repair Program to McKenna & Associates in the amount of \$19,393.60.
- C. Approval to amend the Water Service Connections contract with D&D Water & Sewer, Inc. to adjust select unit costs to reflect the increase in certain material costs.
- D. Acceptance of a sidewalk easement associated with the Innova Apartments project, JSP 19-0024, in the amount of \$12,855.12.
- E. Approval to award engineering design services to Spalding DeDecker for the design of walking trails and play structure clearing and grading at Northwest Park in the amount of \$26,019.00.
- F. Approval of a resolution regarding Temporary Promotional Signage for businesses throughout the City of Novi during the 2023 Road Construction Season to allow temporary relief from the Sign Ordinance from April 3, through October 31, 2023
- G. Approval of the Beautification Commission's recommendation on the Neighborhood Entryway Enhancement Matching Grant Program to award the requested grant amount for the following neighborhoods upon successful completion of the entryway work depicted in the applications: Ashbury Park (\$5,000), Camden Court (\$4,306.50) with the condition that the proposed invasive burning bush is changed for a non-invasive shrub, and Knightsbridge Gate (\$4,700).

- H. Approval to provide accounts payable and light accounting services to Michigan High Intensity Drug Trafficking Areas (HIDTA) and authorize the Mayor to sign a Memorandum of Understanding after review and final approval of the City Attorney and Interim City Manager.
- I. Approval of a one-year contract extension for employee benefit broker services between the City of Novi and Gallagher Benefit Services, Inc.
- J. Approval to change the June 19, 2023 Council meeting to Monday, June 26, 2023.
- K. Enter Executive Session immediately following the regular meeting of April 3, 2023 in the Council Annex to discuss privileged correspondence from legal counsel and labor negotiations.
- L. Approve revised land exchange agreement between the City of Novi and Novi Community School District, subject to approval of final form by the City Manager and City Attorney's Office
- M. Approval of claims and warrants – Warrant 1129

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.



Rapid Robots

FTC team from Novi Middle School

About First



FIRST® is the world's leading nonprofit for youth advancing STEM education.

FIRST combines the rigor of STEM learning with the fun and excitement of traditional sports and the inspiration that comes from community through programs that have a proven impact on learning, interest, and skill-building inside and outside of the classroom.

FIRST By The Numbers



2.5 million+ student participants impacted in 100+ countries since 1989



Millions of volunteer hours served annually



Thousands of events held each year

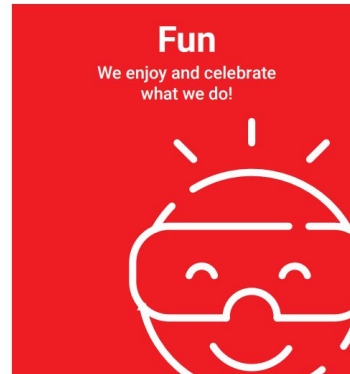
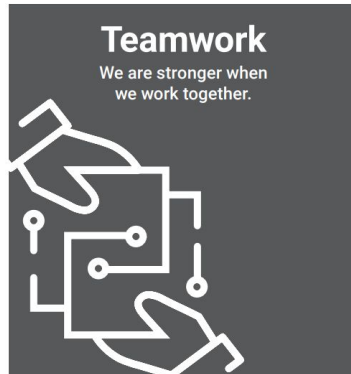
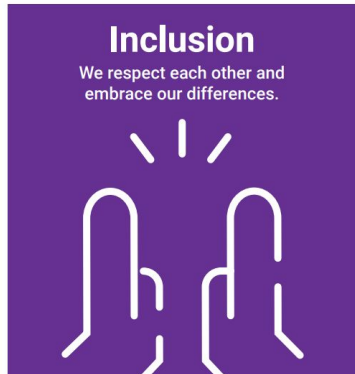
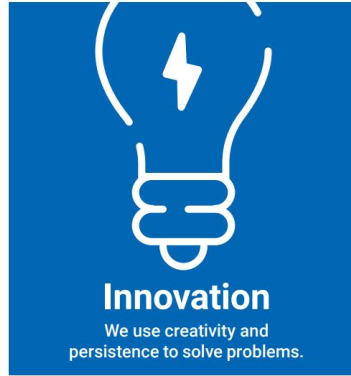
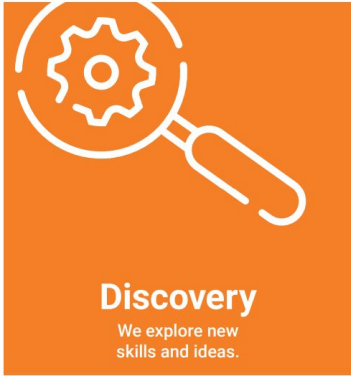


81% of *FIRST* alumni declare a STEM major by their fourth year in college (compared to 68% of peers in [FIRST Longitudinal Study](#))



50% of female *FIRST* alumni declare a major in engineering or computer science by their fourth year of college (compared to 14% of peers in [FIRST Longitudinal Study](#))

Benefits - FIRST Core Values



Gracious Professionalism

Gracious Professionalism is part of the ethos of FIRST.

It's a way of doing things that encourages high-quality work, emphasizes the value of others, and respects individuals and the community.

It is part of pursuing a meaningful life. One can add to society and enjoy the satisfaction of knowing one has acted with integrity and sensitivity.

Coopertition

Coopertition is displaying unqualified kindness and respect in the face of fierce competition. It is founded on the concept and a philosophy that teams can and should help and cooperate with each other even as they compete.

Coopertition involves learning from teammates. It is teaching teammates. It is learning from Mentors. And it is managing and being managed. *Coopertition* means competing always, but assisting and enabling others when you can.

FIRST Robotics Programs



FIRST in Michigan

FIRST
ROBOTICS
COMPETITION

HIGH
SCHOOL

FIRST
TECH
CHALLENGE

MIDDLE
SCHOOL

FIRST
LEGO
LEAGUE

CHALLENGE

UPPER
ELEMENTARY

FIRST
LEGO
LEAGUE

EXPLORE

KINDERGARTEN
- GRADE 3

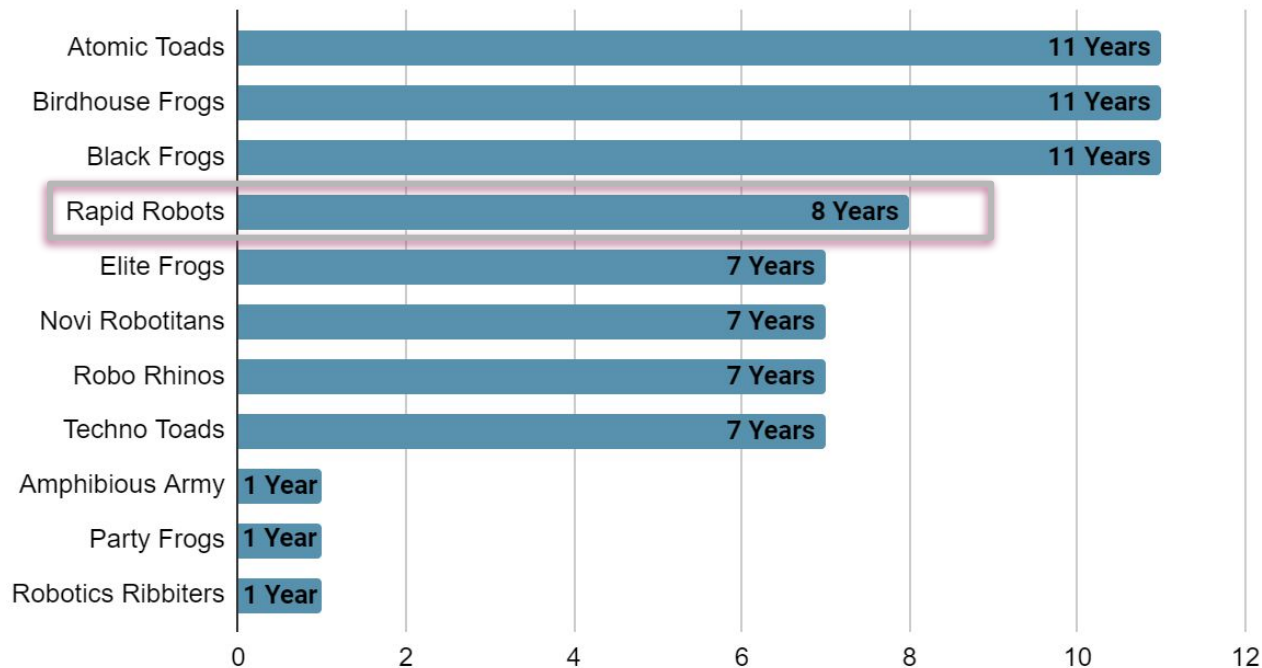
FIRST
LEGO
LEAGUE

DISCOVER

PRESCHOOL

Overview of FTC Teams in Novi

Years Since Inception

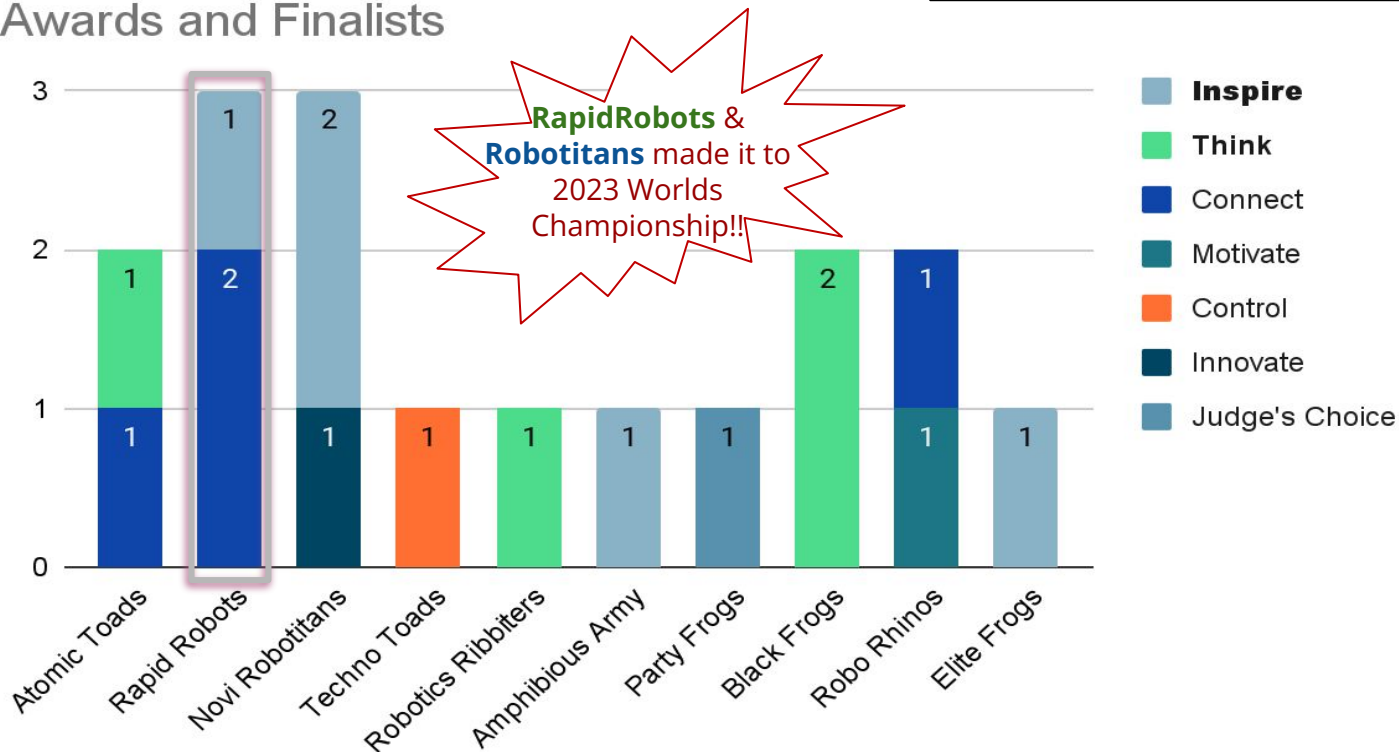


Rapid Robots

Season 2022-23 outcome



Awards and Finalists



Key Highlights



OUTREACH

800+ Hours

3 Plant visits *Technical*

4 School visits

1 OCCRA Preparatory match

1 City Office

4 Community Heritage Volunteering

4 Conservation & Environment

4 Mentoring FLL and FTC



AUDIENCE VISIBILITY

400+ during heritage walk

100+ during industry expert visits

50+ international Outreach

250+ School seminars and events

200+ during community Events



MENTORS

7 Internal

2 Novi High School Youth Mentors

Multiple Industry Experts



COOPERTITION®

Sharing parts

Help in programming

Judging Sessions

Robot build challenges

Interaction with **3** other FTC/FLL teams.

1 team won the Inspire Award that took consultations from our mentors!

Key Highlights



FINANCE

Team Contribution

\$2,388

Sponsorship

Platinum: **\$19,444**

Gold: **\$1,000**

Silver: **\$1,050**

Total: \$23,832



INNOVATION

Dual Clamp Design

Lateral mount of Viper Slides

H-Configuration Chassis

Motors selection **optimization**



TECHNOLOGY

TensorFlow

Artificial Intelligence

Machine Learning

Multi-Threading

Multi-Tasking



AWARDS

Powerplay Season

Competing in **World's** championship

MI State championship Inspire AWARD 2nd place

Inspire Award Winner

Connect Award Winner

Finalist Alliance 1st Pick

Think Award Finalist

Inspire Award Finalist

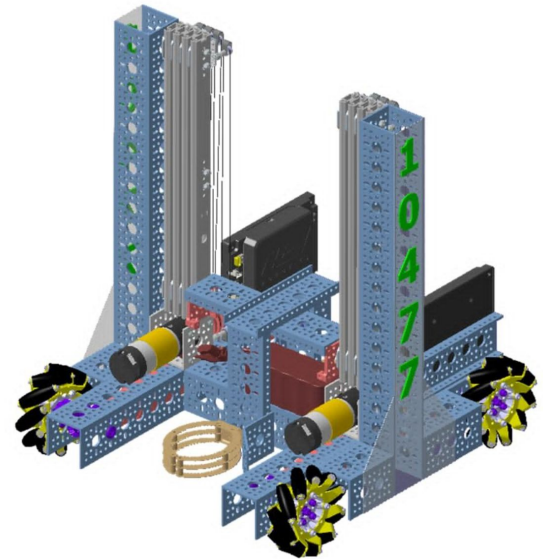
Connect Award Finalist

Design Award Finalist

N-ergize-R Evolution

Our robot has evolved a lot throughout the season, ultimately adding up to 14 different iterations, each innovative and beneficial to the robot.

- This involves changing and prototyping new designs.
 - Ex. Going from a bulky cup shaped claw to a lighter finger-like design
- We also added supporting parts to our original design concepts to improve them.
 - Ex. We went from one vertically mounted linear slide, to using 2 to make the whole up-and-down motion faster and more stable.
- We also tested out ideas and implemented suggestions from our outreach activities.
 - Ex. Making sure the bulk of the weight was in the center; a suggestion from an outreach with a start-up company, Peer Robotics.

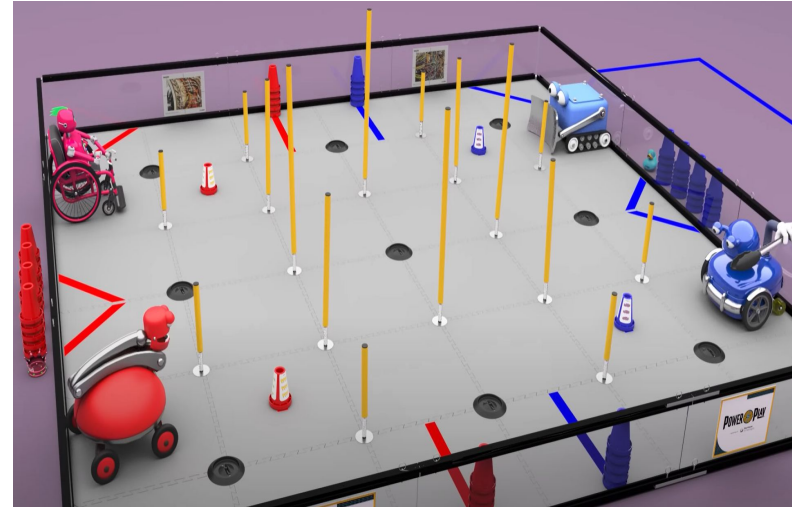


Where Design Meets Game Play



Our robot has definitely been shaped overtime to do its best in this year's game, PowerPlay.

- Many elements of our robot have been changed to complete tasks more efficiently and precisely.
 - Ex. We programmed our controllers to have specialized buttons for various pole heights. Ex. We added a second vertically mounted linear slide to lift up the claws faster.
- We also changed elements of our robot because they interfered with tasks or didn't work that well.
 - Ex. One version of our claw was a bulky cup shaped design which interfered with the beacon. This was changed to better accommodate the beacon and other uses of the claw.
- Our overall design also includes many innovative and unique components.
 - Ex. Probably the most notable of these are the two claws mounted between our 2 slides. This greatly improved our gameplay by making it faster and easier to lift and place cones.



PowerPlay Season Impressions

RAPID ROBOTS #10477

★ Competing in the world's championship with 191 national and international teams conducted in Houston TX. ★



Rapid Robots – Team members



Aarush



Abhishti



Ayansh



Debakshi



Gaurang



Ishaan K



Ishaan P



Karthikeya



Shushruth



Sohan



Veer



Vyom



2022-2023 Awards

* World's 2022-2023 *

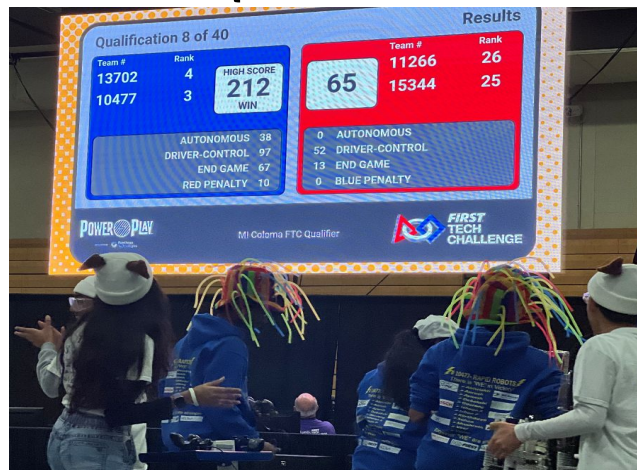
States:

1. Inspire 2nd Place
2. Connect 1st Place

Qualifiers:

1. Inspire winner
2. Connect winner
3. Finalist alliance 1st pick
4. Think finalist
5. Design finalist

PowerPlay Season Impressions



Thank You

Thank You To Our Sponsors

Thank You To Our School District

Thank You To Our Parents/Mentors/Coaches

Thank You To The City Council Members and the Mayor



CITY OF NOVI CITY COUNCIL
APRIL 3, 2023

SUBJECT: Appointments to Boards and Commissions

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

Presentations for Boards and Commissions candidates were held Monday, March 20th. Attached is the ballot for appointments to Boards and Commissions, Council interview memo, presentation draft minutes, candidates' applications, and current Booklet List.

RECOMMENDED ACTION: Appointments to Boards and Commissions

MEMORANDUM



TO: MAYOR GATT AND COUNCIL MEMBERS
CC: CORTNEY HANSON, CITY CLERK
FROM: MELISSA MORRIS, DEPUTY CITY CLERK
SUBJECT: PRESENTATIONS FOR BOARDS AND COMMISSIONS
DATE: MARCH 20, 2023

Attached please find applications for the current openings on Boards and Commissions along with a ratings sheet and current Boards & Commissions Booklet List.

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

Board or Commission	Number of openings	Term expiration
Construction Board of Appeals	1 alternate term	03/01/2025
Library Board	1 full term	03/01/2026
Zoning Board of Appeals	1 alternate term	01/01/2026

BALLOT
APPOINTMENTS BY MAYOR
April 3, 2023

Library Board

1 full term - Terms Expire 03/01/2026

☐ Adrienne Breznau

☐ Ajeeta Gawalapu

☐ Michael McGee

☐ Jared Oluoch

☐ Padmalehka Ramani

☐ Adam Stevenson

☐ Ashleigh Taylor

☐ Rachel Yamakura

☐ _____

☐ _____

Mayor Signature: _____

BALLOT
APPOINTMENTS BY CITY COUNCIL
April 3, 2023

* Minimum 4 votes required for appointment to Board or Commission

Construction Board of Review

1 alternate term- Terms expire 03/01/2025

☐ No Applicants

☐ _____

☐ _____

☐ _____

Zoning Board of Appeals

1 alternate term – Term expires 01/01/2026

☐ No Applicants

☐ _____

☐ _____

☐ _____

Council Member Signature

**REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, MARCH 20, 2023 AT 7:00 P.M.**

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

PLEDGE OF ALLEGIANCE

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

ALSO PRESENT: Victor Cardenas, Interim City Manager
Elizabeth Saarela, City Attorney

APPROVAL OF AGENDA:

CM 23-03-034 Moved by Crawford, seconded by Smith; CARRIED UNANIMOUSLY

To approve the Agenda as presented.

Roll call vote on CM 23-03-034 Yeas: Staudt, Casey, Crawford, Fischer, Smith, Thomas, Gatt
Nays: None

PUBLIC HEARINGS: None

PRESENTATIONS:

1. Foreclosure Prevention - Oakland County Treasurer Robert Wittenberg

Mr. Wittenberg thanked Mayor and Council for having him there that evening. He stated he has been in this position since July 1, 2021. He said the reason he was there that evening was because March 31 is the foreclosure deadline. He stated that it was a full court press getting out here and talking at council meetings and they are in the press trying to prevent foreclosure in the community, and all throughout Oakland County. He explained if anyone owes 2020 or prior year's property taxes, you are subject to foreclosure this March 31. He stated their goal is to get in touch with you to either pay those property taxes off in full if you are able to. He said if you are not able, they want you to reach out to their office, there are resources available, we can try to get you on a repayment agreement. He said more than anything, they wanted to let people know that they are there to help, and this is why they are trying to get out to as many communities as possible to let people know to contact their office at (248) 858-0611 or you can go to their website www.oakgov.com/treasurers. He stated they do what is called Taxpayer Assistance meetings (TAMS), they are one on one meetings and they are confidential. He mentioned they can do it over the phone, they can do it via Zoom, whatever is most convenient for you. He explained they will talk to you about their unique situation and how they can be helpful. He encouraged those that need help to go onto their website to schedule that meeting or call their office to schedule that meeting. He said that within their office they have a Financial Empowerment Center headed by Rita, and she is like a financial coach. He stated she will work with people on budgeting, seeing if there are other resources available to them, such as grants that are out there.

He said they want you to call their office for that help as well. He mentioned a nonprofit not affiliated with them, but they refer a lot of people to Lakeshore Legal Aid, they do a lot of great work in the community. He noted Lakeshore Legal Aid is a free legal clinic for low income families and senior and they do everything but criminal law. He said one of the things that they are really trying to let people know about a grant from the State, there are federal dollars that were spent, federal COVID Relief dollars that came to the State. He said there is a program that is called MI Half, the Michigan Homeowners Assistance Fund and this is a grant program that is administered by MSHDA, the Housing Development Authority here at the State and it is up to \$25,000 per household for delinquent taxes, if you are behind on your mortgage, your utility bills, condo fees, there are quite a few things that are covered up to \$25,000. He noted there is an income threshold, he believed it is up to 150% of AML. He said you can go on their website to see what number is based on how many family members and then you also have to show some kind of COVID hardship, but they are really lenient on this. He said any kind of loss of income due to COVID, increased expenses, health issues, family members, anyone that has been impacted by COVID. He believed they have had around 400 Oakland County residents who have applied for this program, and over three and a half million dollars has been given to Oakland County residents on this, you know for this program that might have programs specifically so it is money that is helping Oakland County residents so we have been really pushing people to apply for this program as well. He mentioned there is another program along those lines that started this year, it is similar to the one that is through MSHDA, and it is to help homeowners, called MY HOPE. He said you can look up that one, but it is also \$25,000 to households for energy efficient home repairs and that includes roof repairs, window upgrades and any kind of modifications to your heating and cooling systems. He wanted people to be aware of that as well. He wanted to reiterate, that they are there to help, but we do not know you need help unless you tell us you need help. Please reach out to their office at (248)858-0611 or go to our website at www.oakgov.com/treasurer. He stated that foreclosure is the last case scenario, it can impact the family, but their neighbors and a whole community and that is not something that they want to do. He said they want to work with all of you. We are really trying to spread this message that they are there to help. He appreciated Council having him there that evening and taking the time. He said he was there to answer any questions.

Mayor Gatt thanked him for a very comprehensive presentation that had a lot of information he did not know about. He said he was sure that people are watching. He said if there is anybody that is in trouble and needs help it is great to know that the Oakland County Treasurer's Office is there to help. He said he has been up here for 20 years and he did remember a local county treasurer coming to talk to us like that, it was very much appreciated. He asked that he repeat the phone number again. Mr. Wittenberg said the number is (248)858-0611, he said this is our busiest time of the year, because we are out here trying to do this. He mentioned if there is ever another issue that you want me to come, he would be happy to come by and say hello. He enjoyed getting out and about and getting to meet some new people and talk about the importance of the work that they are doing. He said it boils down to the fact that they are there to help, that is what government does, they are there to serve the public. They

are here to solve their problems and help them and he was happy to do that. Mayor Gatt thanked him again for the information and all that he does.

PRESENTATIONS FOR APPLICANTS OF BOARDS AND COMMISSIONS

Mayor Gatt announced there were eight people that signed up to be candidates for the Library Board, the procedure that we will have in place tonight, keeping in mind that every Councilmember has seen your application and resumes, if they were attached. He said they hope to know pretty much all there is to know about you and why you want to be a member of the Library Board. He explained that they will be given two minutes, and he will keep time so it is fair to everybody, at the end of two minutes he will stop the presentation. He stated they will be given two minutes to tell Council in their own words why they want to be selected to be part of the Library Board. He said there will be no announcements or decision that evening, that will happen at our next regular scheduled Novi City Council meeting.

1. Adrienne Breznau – Library

Adrienne Breznau said she has lived in Novi since 2017. She said she was there to talk about her interest in serving as a Library Board Trustee. She said she recently retired from the Royal Oak Public Library where she worked as the head of Access Services for the last five years. She mentioned in total, she has spent the past 15 years as a professional librarian in multiple states, she had a passion for public service. She stated now that she had a lot of free time, she would like to be able to use her skills and experience to give back to the city of Novi and her neighbors. She stated back in January, she met with Library Director Julie Farkus to discuss the needs and direction of the library and see if her abilities would be able to help the Library and see if her abilities would be able to help the Library achieve its mission. She noted many of the things she had done in her professional career align with the Library's current goals, especially planning and implementation. She also had experience supervising staff, creating, and reviewing policies, crafting, and implementing budgets, fundraising for her time spent serving as the Interim Director in Royal Oak. She believed the Library Board should be an advocate for the Library within the community and ensure the Library is able to meet the needs of its diverse patrons. She believed Trustees should be ambassadors for all the amazing and helpful resources the Library has to offer. She stated because she is a librarian, she already knows what is available and she was in a good position to be that representative for the Novi Public Library. She said unfortunately, libraries are coming under attack by censorship groups, so it is more important now than ever before for the Library Board to uphold the First Amendment and everyone's freedom to read. She believed the Trustees must defend the frontline staff through solid policies that empower and support them to do their jobs as professionals. She said if she was selected for the Library Board, she would make it a priority to continue to protect these values; support Library staff, promote the Library within the community, and be a good steward of taxpayer dollars to ensure the Novi Public Library has a financially stable future.

2. Ajeeta Gawalapu – Library

Ajeeta Gawalapu said she was a Novi resident for the past 24 years. She stated she is currently working as a senior manager at Cognizant in the IT Department for the past 24 years. She was interested in being considered for the position of Library Board Member. She mentioned she was a mother of two kids who have grown up spending a lot of time in our Library, and she believed she would be an excellent asset to the Library Board. She mentioned that over the years, she has witnessed firsthand the incredible impact the library has not only to her community, not only to her household, to all the community members also. She thought the Novi Public Library is more than just a place to borrow books. She said it is a community center that fosters creative thinking and imagination that serves not only specific group of people, but people for all ages, from children attending story time to seniors in high school, working on projects with their peers. She said as a member of the Library Board she would bring a unique perspective as a parent who has seen the benefits of library for many families and she understood the importance of early literacy programs such as story times, summer reading programs, STEM programs, and the impact they have on the child's academic successes. Furthermore, she stated she had a passion for promoting lifelong learning and would like to ensure the library continues to offer diverse programs that meets the needs of the community. She advocated for increased funding and resources to expand the library's collection and services. She added that due to the growing reliance on technology, she had a technology background. She felt our kids in Novi will put on a pedestal if they are exposed to AI technology, artificial intelligence from an early age as they go into the real world.

3. Jared Oluoch – Library

Jared Oluoch thanked the Mayor, City Councilmember's, and the audience attending the meeting that evening for listening to his presentation. He said he was an associate professor of computer science at the University of Toledo. He said he was happily married to his beloved wife and they have a son who turns five on April 14. He said whenever he looks at his son, as they go to the library, and he teaches him, it intrigues him to see that he is enjoying learning. He wanted to ensure that even our young citizens of Novi and even our senior adults have a widespread access to the library. He said his research focuses on information security, artificial intelligence, and machine learning and he had a passion for teaching and mentoring. He has mentored students from all walks of life. He hoped to bring to the Board his perspective from higher education. He commented on what he has learned every day from his son, as he spent time with him, to make sure that the success we have the books, the infrastructure, are publicly available to members of the public, but not only that, he felt like the culture of reading is almost getting away with young people these days, they are stacked with their devices, their phones, and so on. He said he would like us to try and change that perspective to encourage our city residents to spend time reading a book, get away from the phone a little bit, and just read books from the library. He hoped to learn a lot from the library and from the community. He thought what he would add to the library to the Board of Trustees if he got the opportunity which was his passion for teaching. He said he had a passion for learning and his passion for research and mentoring, to help bring this together to a city

resident so that we have a city that is full of people who are learning, because learning is lifelong. He said it does not stop when you finish high school or college, it is a lifelong career, statement and this he hoped to bring to the Board of Trustees if he got the opportunity.

4. Padmalehka Ramani – Library (absent)

5. Adam Stevenson – Library

Adam Stevenson thanked the Mayor and City Council; he said it was a humbling experience to be in front of this group of people who are applying for the Library Board. He said it reaffirms that he is in the right spot, as far as Novi, that explains why he was there. He stated he had a degree in Master of Library Information Science, he chose the tech route going in, he assists the Associate Director of Behavioral Health for experienced design, which is to say professionally, he observed things, how people use information and find ways to make them better. That is what he does. He said he grew up in a library in White Lake, it was a small community, but it did teach him the value of community service. He commented that was what all of you are doing, that service to the community and knowing that there are people who have just spoken about why they want to serve on the Library Board and how important they are, he echoed all of those things. He mentioned that he does embody public service, he has been a coach, a mentor, for the park district tee ball, he coached a couple of robotics teams and putting yourself out there, as any of these people are capable of doing is so important to allowing the community to be as strong as it is. He said you have seen what he can bring to the table and equally with these people can, it is so important that we are able to be here and give our time to the Board. He said as far as the Board's perspective, yes, the idea of the Library Board is to provide an excellent library, we want to make sure that it continues to be excellent. He believed as far as the policies and procedures, protecting the First Amendment, we do have a diverse community and making sure that we can ensure that the library does serve all of those people in their individuality, but as well as bringing the whole together forward. He thought the library is the kind of the paradigm of public information and making sure that it is available to everyone is so important. He loved the fact that Novi has brought together people who shared that value.

6. Ashleigh Taylor – Library

Ashleigh Taylor thanked the Mayor and City Council for the opportunity. She said she has been a resident of Novi for the last five years. She was a former senior admissions officer for the University of Michigan, Ann Arbor, where is where she obtained her bachelor's degree. She said she had a master's in higher education with a focus on educational leadership and student affairs from Eastern Michigan University. She stated that after leaving the University of Michigan back in 2020, she began working for herself as an independent educational consultant, where she worked with students and families who are navigating the complex college admissions process. She said she typically worked with those students who are applying to the most selective institutions and in doing that, they end up having to write a lot of college essays. She stated that since she applied to

college and she was sure many of you, the process has changed just so much. She knew how important early literacy is for the students who are now applying to school. She said the difference between the students that she is working with who are just going through the process on the regular basis, not really motivated or inspired, looks a lot different from those that she worked with who are really inspired and intellectually curious. She believed that really starts early, and it starts by being in the right environments. She commented that in just seeing that it has inspired her to want to put her own children in an environment that engages them intellectually. She said she has a son that recently turned 10 years old, he is a student at Parkview Elementary, and a four year old daughter who is at the Early Childhood Education Center. She said during the pandemic, as many of you know, you were all stuck at home, and she was so happy when the Library opened up, because it gave the an opportunity to get back out into the community and do something that was fun. She thought that over the past two years, they have come to recognize that the library can be that fun and inviting space for them. She stated that was the reason that she applied for this role because she wanted to continue to engage the young people, not just her own children, but also those students that she worked with in Novi and the surrounding communities.

7. Rachel Yamakura – Library

Rachel Yamakura said she has been a resident of the city of Novi since 2015 and she was there that evening as a mom of a six year old who loves the library. She said her commitment to equity has always been at the forefront of her work. She stated as a leader in public policy at SEMCOG and at the Detroit Public Schools Community District, she championed equitable school funding, holding our policymakers and legislators accountable to Michigan's public-school children. She said with the support of SEMCOG's executive leadership, she pioneered development and implementation of DEI initiatives within the organization ranging from internal HR practices to public policy. She was humbled to say that she led initiatives that have directly impacted the lives of 4.8 million of us living in Southeast Michigan. She said her philosophy is simple, results are achieved through people when perspectives are diverse everyone is celebrated, Institutions are intentionally inclusive, and opportunities are equitable, everyone wins. She explained that with that philosophy she has proven organizational success that have yielded her sustainable, inclusive and equitable outcomes for individuals in Southeast Michigan and beyond. She said at Lansing Community College where she served as the Director of Equity and Inclusion, she employed a data driven project management framework to lead institutional change through strategic collaboration and successfully embed DEI across campus. She said her commitment to institutionalizing and operationalizing equity and education and the world around her has been recognized by the Michigan Department of Civil Rights where she served on the Council for Government and Education on Equity and Inclusion. She lent her DEI expertise to Wayne State University Alumni Association and the University of Michigan Alumni Association. She noted that she served on the FBI Multicultural Engagement Council and she previously served on the ACLU of Michigan's Bail Reform and Legislative Advocacy.

8. Mike McGee – Library

Mike McGee understood Council had received his application for Library Board and said he would be happy to answer any questions they had. He said he was going to sound a lot like Rachel, and he wanted to spend a couple of minutes talking about what subject that is important to him personally and professionally, and that was DEI. He stated from his perspective, that has been a topic that has always been a challenge, frankly, for law firms. He said when he became a managing partner of our firm, and with the support of our board of directors, they embarked on a program which has been offered the law firms nationally called the Mansfield Program and they were not sure what they were going to get. He said he liked the Mansfield Program because it was very specific, it was hardheaded, it was practical in terms of its advice, so they kept at it now for about six years and they were very proud of the results. He said they have been able to reach a point in our organization where they are considered among for Mansfield purposes, the top 50 firms in the country and they were the only firm like that in Michigan, so they were happy about it. He said at the same time when he looked back at the business performance of the business over the same period they have had five of the best years they have ever had, this is a 170-year-old business. He stated what he took from that was, you do well, you are happy to do well, you can do well, by doing good. He explained that meant is that when management makes a serious and sustained commitment, as Rachel was saying, to the principles of diversity, which really means making sure people are seen making sure people are listened to and to have them believe that they are going to compete on an equal playing field, but everybody else you get good results. He said that was the perspective he would bring to the Board.

Mayor Gatt thanked everyone and noted that was a display of seven very passionate, educated, learned people who are trying for one opening on the Library Board. He said at our next regular scheduled meeting April 3, 2023 is when they will make their decision. He thanked everyone for coming and said they were welcome to stay for the rest of the meeting if they so desired.

MANAGER/STAFF REPORT:

Interim City Manager Cardenas has two quick things he wanted to let Council know per your directive. He mentioned they are currently fielding in servicing 2400 requests for limb pickup throughout the City. He said our crews that we have contracted are working overtime until 7:00 p.m. each night and working on some Saturdays, so we asked for the community's patience as we make their way through the community and picking up all these downed trees and limbs that have littered our residences lawn. He said construction season has begun and all of the on ramps to I-96 from Wixom Road, Beck Road, and Novi Road are now closed heading eastbound for the season. He said this is to help facilitate the construction of the flex lane on I-96. The eastbound lanes are closed this year, the westbound lanes will be closed next year. He said don't go east, stay right here in Novi, our businesses, and restaurants need your help, so please visit them as much as possible. Mayor Gatt asked about Ten Mile and Novi, what is going on there. Mr. Cardenas believed they are down to the last culvert in terms of making necessary repairs to the culvert replacing that before they will do the reconstruction project for Ten Mile,

so that will start eastbound he thought in the next couple of weeks. He said eastbound only we are hoping that the intersection of Haggerty and Ten Mile will be able to still access that and maybe start one way a little bit further west. He said there is a lot of construction going on , tactile start up here after this school year ends. He said Grand River west of the City is going to be pushed out to 2024 and Novi Road is under construction right now.

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

Joe Bertera 130 Rexton, Novi said he was there regarding the Lake Wall Subdivision, he said there were here a few weeks ago discussing regarding the ordinance trying to remove their dock from the neighborhood. He wanted to make sure the City Council is aware of what is going on in our neighborhood. He wanted to point something out on the overhead projector. Mayor Gatt informed him that he would have to have it approved before the meeting by City staff to use the overhead projector. Mr. Bertera said he would do that the next meeting. He said he had an advertisement from 1919 and it said their subdivision states every lot as lakefront privileges, and that was from 1919. He said we will fast forward 70 years when the city of Novi wrote an ordinance, about lakefront protection, development, that type of thing. He said the ordinance it talks all about cluster of condos, mobile home park developments, site plan approval, all these things that are obviously this ordinance was written to prevent future development of having a mas condo development on the lake with everyone having lake access. He said this ordinance was not intended to affect our 100-year-old subdivision. He noted in the ordinance, it says multiple housing, mobile home parks, granting access abutting the lake again, talking about developer site plan, a site plan approval. He stated that was all in May of 1986 In July of 1986, the previous owner of his house wrote that a grandfather clause should be included in this ordinance to protect the existing subdivision. He said if you go back to the ordinance it talks about a parcel of land contiguous to the lake shall be subdivided for a single family detached home. He said his neighborhood was existing for 70 plus years before this ordinance was written, the City Council at the time, was asked to put a grandfather clause in for all the backlot owners, and it was never done. He said he did not know, he was not here in 1986. I do not know if it was ignored or not, but he believe it is within this City Councils power to correct that ordinance. He asked that they give them a grandfather clause. He said he was a realtor, but the value of their homes are going to drop so significantly, by forcing this dock to come out, having less boats or whatever it is, they were not asking to have a 200 boat dock, like Mr. Staudt suggested at the beginning of the last meeting. He said it is not 200 boats, it is about 15 boats. He said while the Walled Lake side they have docks that are three times the size of theirs. He asked City Council to reconsider and amend the ordinance from 1986 for the existing homeowners of Lake Wall Subdivision.

Allen Scott, 115 N. Haven wanted to read of couple of affidavits from neighbors in their subdivision that do not have a boat on the dock, but very much care about it and voiced their opinion in these letters. One of the neighbors, his name is John Harvey, at 1321 W.

Lake Drive said his home is built on Lots 7 and 8 of Lake Wall Subdivision. He purchased the property in 1996 and moved in in 1998, it is a year-round residence. He knew that lot nine was the lake access for the residents of Lake Wall Subdivision. He stated that before he bought his property and built his home and ever since he lived there, the neighbors have put their dock in the water in the spring, moored boats and during the summer and then removed all of this and the fall. He stated living on the lake means, you are closer to your neighbors that in most subdivisions. He said the lots are narrower, and they all share the same backyard, the lake, it is easy to get in each other's way to be too loud, or to take up the road, etc. Having said that, he loved his neighbors. He enjoyed saying hello to them hearing them laugh watching the kids play and enjoy the water. He said the neighbors are respectful of his property and look out for him, as he looked out for them. He stated the people who live in the Lake Wall Subdivision live here because of the lake, we have a common interest that connects them. He was confident that ever since the subdivision was first planned, the original intent was that the lake be the center of the community. He said how people use the lake has changed over the years, but the basic intent is still present. He said today, boating is part of using the lake and the neighbors have been able to create an environment where people can enjoy boating, swimming, fishing, without infringing on his property or creating hardship for him. He said he was saddened to hear the City was putting so much time and energy into trying to change something that has been around for basically 100 years, he could not see how anyone is harmed by the current situation and he personally believed this is a waste of taxpayer money. Surely there are some more constructive activities that could take place with our time and money. Mr. Scott said again, that was from a neighbor to the right of the opposite of the person who is doing all the complaining who lives on the left side of the lawn. He said the next person, there is a church who doesn't pay taxes to the City, mind you, so maybe they are on the hit list also. He said her name was Catherine Gross and she said she was a member and clerk at the Beulah Missionary Baptist Church located at 139 N. Haven, their church was established at this location in the mid 1970's and they have used Lot 9 for baptisms, and the dock has been there all this time, they would come at between ourselves, how appreciative we were the respect of those who were quite impatient during their baptisms, and they wished the best for those who were not. They did not have cell phones back then so they don't have photographic evidence of this, and many of older members have passed or left town so otherwise they have more stories to share. She said in her affidavit that she would beg the City to drop this frivolous lawsuit against its taxpaying residents.

Jennifer Cooper, 131 Rexton said she was there regarding the Lake Wall Subdivision also. She wanted to tell her unique story and how this case is impacting their life. She said she has wanted to live on Walled Lake since she was 17 years old, that was 20 years ago. She stated after college and focusing on their careers they finally made the dream come true. She said they do not come from rich families; they work very hard for everything they have. They are a typical middle-class couple who cannot afford a million-dollar home on Walled Lake. She said in 2016 they purchased their home for two reasons, the location, and lake access with a dock. She commented that they put their blood, sweat, and tears into this property. She stated literally, her husband, her day, herself, the three of them tore down the existing 800 square foot cottage, dug their own foundation, started their house

built , the front porch, installed the drywall, floors, trim, plumbing, kitchen, the list goes on. She personally laid every piece of flooring by herself in their 2600 square foot home. She spent every weekend for years working to get this house done. She said they worked after their day job until midnight for months also in freezing cold winters with no heat to get the house done. She said they sacrificed seven years of sanity going insane, living at her parent's house, all to build the house and lake life that they always dreamed of. She said they spent years blowing up friends and family to get the house done all in hopes to one day invite them out on their boat that they planned on having docked all summer long. She stated their light at the end of the tunnel during blood, sweat, and tears was the thought of one day walking down to the dock and being able to jump out on their boat. She said now, after seven years of building their forever home and finally being able to buy the boat they always dreamed of as of this year and being able to dock it, that dream is being ripped away from them. She said they have always known that there is limited space on their dock, they knew that they would have to wait their turn. She said they passed up two spots already and are happily waiting patiently for another to open when someone leaves, there is no expectation to make space for them, they have never asked to extend the dock for further. She said to be hones if the dock is taken from their neighborhood they will probably sell their dram home an move out of Novi. She said it is very emotional for them. She said if that happens, you will have wasted eight young youthful years of her and her husband's lives. She said they worked so hard for so long. She asked that after hearing all our stories, please think about the emotional distress you would be putting us all through by taking the dock away from them.

CONSENT AGENDA REMOVALS AND APPROVALS:

CM 23-03-035 Moved by Casey, seconded by Thomas; CARRIED UNANIMOUSLY

To approve the Consent Agenda as presented.

- A. Approve Minutes of:
March 6, 2023 - Regular Meeting
- B. Adoption of Resolutions requesting the Michigan Department of Transportation (MDOT) include the existing bridges on 9 Mile Road over Thornton Creek and on Ashbury Drive over the Middle Rouge River in the State Local Bridge Program List for Replacement. If MDOT selects one or both bridges, the City of Novi will accept 100% of the design engineering costs and 5% of the total construction cost.
- C. Approval of the Zoning Map Amendment 18.739 request of Paradise Park to rezone the south part of the property at 45799 Grand River Avenue, located on the south side of Grand River Avenue and west of Taft Road, from OST, Office Service Technology to I-1, Light Industrial. The area to be rezoned is approximately 4.14 acres of the 8.03-acre site. **SECOND READING**
- D. Approval of Pawnbroker License renewal requested by Joseph Haddad, owner of Gold Buy and Jewelry, 41490 Grand River Avenue.

- E. Approval to renew Dispatch Agreement with the City of South Lyon beginning July 1, 2023 through June 30, 2026.
- F. Approval for the dissolution of the Housing and Community Development Advisory Committee and for its responsibilities to be reassigned to the City of Novi Beautification Advisory Committee.
- G. Approval of request for Pyrotechnics Display Permit by Brightmoor Christian Church to be operated by James Herr, on Wednesday, March 29 through Sunday, April 2, 2023 for their daily Easter programs.
- H. Approve the recommendation from the Consulting Review Committee (CRC) to proceed with advertising for Emergency Medical Transport Services.
- I. Approval of claims and warrants – Warrant 1128

Roll call vote on CM 23-03-035

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

Nays: None

MATTERS FOR COUNCIL ACTION:

- 1. Consideration to approve Purchase Agreement for property at the southwest corner of Eleven Mile Road and Beck Road, approximately 3.93 acres, 25901 Beck Road, Parcel No. 22-20-200-021 and amend the budget.**

Interim City Manager Cardenas commented that this is the last piece of the Bosco puzzle and is contiguous to the future home of the Jessica Star Splash Pad. He thought it was timely and everything is set and ready to go. He believed we have all the paperwork with our city attorney's office, and it is just awaiting your decision.

Member Smith moved to approve this item. He said it is an expensive piece of land, but the problem with buying a public land is that if we let it go once, it is gone, we will never get it back as a park. He believed the position is ideal to add on to the existing basketball field and he felt it was important that we get this land and turn it into a park.

Mayor Gatt put his two cents on the record. He echoed Member Smith and agreed 100%. He stated this is a valuable piece of property for the puzzle that we have put together and that puzzle was not an puzzle. He said as a result of that evenings action, if it passed, they were going to build a splash pad and they were going to have every bit of that property unencumbered with any commercial endeavor.

Mayor Pro Tem Staudt said this may be the last time they get to talk about Bosco. He mentioned back when the Signature Park failed more than 12 years ago, he did not think any of us ever envisioned having that property as part of our park system. He said Signature Park did not include the Bosco homestead at the time, which was purchased by the Griffin family, which they then took down the buildings, cleaned up the lot and

we are in a position now with this. He said the finalization of the Bosco exchange agreement with the Novi School District of having one of the most prime pieces of real estate in the middle of our city preserved for parks forever. He said this is what the residents would want, and he was excited to see it finalized, and thank you for making this property available to us.

CM 23-03-036 Moved by Smith, seconded by Staudt; CARRIED UNANIMOUSLY

Approval of the Purchase Agreement for property at the southwest corner of Eleven Mile Road and Beck Road, approximately 3.93 acres, 25901 Beck Road, Parcel No. 22-20-200-021, and amend the budget.

Roll call vote on CM 23-03-036

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

Nays: None

2. Approval of Introduction of Ordinance 23-64.04, an ordinance to amend Chapter 2, Administration, Article V, Boards and Commissions, Division 2, Beautification Advisory Commission, Section 2-172., Composition. FIRST READING.

CM 23-03-037 Moved by Crawford, seconded by Casey; CARRIED UNANIMOUSLY

Approval of Introduction of Ordinance 23-64.04, an ordinance to amend Chapter 2, Administration, Article V, Boards and Commissions, Division 2, Beautification Advisory Commission, Section 2-172., Composition. FIRST READING.

Roll call vote on CM 23-03-037

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

Nays: None

CONSENT AGENDA REMOVALS FOR COUNCIL ACTION: None

AUDIENCE COMMENT:

Joe Bertera, 130 Rexton said he wanted to add to what his neighbor was talking about. He said he read an affidavit for one neighbor who lives on one side of their access lot. He was in full support of them keeping the dock, he had no problems with it. He said his neighbor wrote the affidavit and that was exactly what his neighbor wrote. He said the issue is on the other side where a woman lives that hates everybody, she stares out of her window at them. He said she has private meetings with Maureen Underhill at her house, they have coffee. He said she tells them she owns the lake, not just the bottom lands, she owns the lake, the view and everything. He said he was trying to figure out why the City Council or the City is listening to this one woman over everybody else. He said the one

neighbor on the one side does not have a problem with it. He stated his previous owner wrote a letter in 1986 that was ignored by the City Council. He said he was trying to get the facts out there instead of just the summary of what normally happens during a court proceeding. He pointed out from the city attorney in 1986, it said while we believe such regulation is permissible, we note that the attorney general has issued a contrary opinion, so this ordinance was passed, even though the Attorney General of the State at the time, who was Frank Kelly, had a contrary opinion to it. He wondered if the ordinance passed to segregate or discriminate against backlot owners, or was it for a future development, or to punish the people who have lived there for so many years. He stated earlier the way the subdivision was advertised was that it had lake access for all lots, and that is why he bought his house. That is why Jen bought her house. He said the City let this happen. He mentioned since 1986 multiple homes have been bought and sold in this neighborhood based on lake access and he can guarantee you as a realtor, his house is going to lose over \$100,000 worth of value. He said his neighbors house is going to lose \$150,000 where the value because the City let this go on for all the years while they attacked every subdivision around the lake. He said you are trying to take away the access, trying to put sewer lines down these accesses all the build their infrastructure without considering. He said their road was just paved 15 years ago, they might be the last non paved dirt road subdivision in Novi, they didn't pave the road, it was chip sealed, it was not asphalt. He said they are way up there in Novi, next to Walled Lake, they do not want to be ignored, they just want to be heard.

COMMITTEE REPORTS: None

MAYOR AND COUNCIL ISSUES:

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 7:47 P.M.

Cortney Hanson, City Clerk

Robert J. Gatt, Mayor

Transcribed by Deborah S. Aubry

Date approved: April 3, 2023



CITY OF NOVI CITY COUNCIL
APRIL 3, 2023

SUBJECT: Consideration of approval to award the construction contract to DeAngelis Diamond Construction, the low bidder, for the construction of Jessica's Splash Pad, in the amount of \$1,931,416.28, and amend the budget.

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

EXPENDITURE REQUIRED	\$ 1,931,416.28
AMOUNT BUDGETED	\$ 1,500,000.00
APPROPRIATION REQUIRED	\$ 1,250,000.00
LINE ITEM NUMBER	401-752.00-977.037

BACKGROUND INFORMATION:

A splash pad, in honor of former FOX 2 Meteorologist Jessica Starr-Rose, is planned for the Bosco Fields Park. A new building with a 20' x 20' mechanical room will house the controls for the splash pad, along with restrooms and changing areas. Water service and sanitary sewer service will be extended from Beck Road to connect to the restrooms and splash pad. The splash pad's aquatic equipment was prepurchased from Vortex Aquatic Structures International following City Council's approval in 2022, and will consist of a 4,500 square-foot pad with a recirculating water system. Other amenities, such as landscaping, a pedestrian bridge, shade structures and seating are also included with the project.

City engineering consultant, OHM Advisors, assisted with developing engineering design plans for the project. The plans were advertised for public bids on February 13, 2023. Two (2) complete bids were received and opened on March 13, 2023, following the solicitation period. DeAngelis Diamond Construction, the low 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. A summary of the bids is as follows:

Contractor	Total Program Bid (includes crew days)*
DeAngelis Diamond Construction	\$2,033,372.82
Reliance Building Company	\$2,311,406.00

***Crew days and sanitary sewer service are included to compare bids, but not included in the award.**

The lowest qualified bid was higher than the engineer's estimate of probable construction costs. The attached Letter of Recommendation from OHM Advisors provides more details on the price increase. The water and sewer service lead installation will be provided by D & D Water & Sewer, Inc., with whom the City has a contract. 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.

D & D Water & Sewer, Inc.		
Water & Sewer service installation	3/8/23 quote for water and sewer lead connection from Beck Rd to splash pad	\$52,509.00
OHM Advisors		
Contract Administration (CA)	4.75% of the construction award and water & sewer service installation $(\$1,931,416.28 + \$52,509) \times 0.0475$	\$ 94,236.45
Crew Days	\$800 daily inspection fee x 50 days* (*OHM recommended number of days per CA proposal)	\$ 40,000.00
G2 Consulting Group		
Material Testing Services	1.9% of the construction award and water & sewer service installation $(\$1,931,416.28 + \$52,509) \times 0.019$	\$37,693.95

RECOMMENDED ACTION: Approval to award the construction contract to DeAngelis Diamond Construction, the low bidder, for the construction of Jessica's Splash Pad, in the amount of \$1,931,416.28 and amend the budget.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment for the splash pad construction contract to
DeAngelis Diamond Construction is authorized:

	INCREASE (DECREASE)
Capital Improvement Program (CIP) Fund	
APPROPRIATIONS	
Capital Outlay	1,250,000
TOTAL APPROPRIATIONS	\$ 1,250,000
Net Increase (Decrease) to Fund Balance	\$ (1,250,000)

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 April 3, 2023

Cortney Hanson
City Clerk

BOSCO FIELDS SPLASH PAD LOCATION MAP

Proposed Splash Pad Location



CITY OF NOVI
 PARKS, RECREATION & CULTURAL SERVICES
 NOVI CITY HALL
 45175 W. TEN MILE ROAD
 NOVI, MI 48375
 (248) 347-0400
 CITYOFNOVI.ORG
 MAP AUTHOR: K. BLOUGH



0 130 260 520
 FEET
 1 INCH = 250 FEET

MAP INTERPRETATION NOTICE

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

March 22, 2023

Jeffrey Muck
Director Parks, Recreation & Cultural Services
City of Novi
45175 Ten Mile Road
Novi, MI 48375

RE: Jessica's Splash Pad at Bosco Fields
Recommendation of Award

Dear Mr. Muck:

Sealed bids for the Jessica's Splash Pad at Bosco Fields project were received and publicly read aloud on Monday, March 13, 2023, at Council Chambers, at 10:00 am. Proposals were received by the City from two (2) bidders. Note that an additional bid was received for only the site fencing item, which is not included below. We have reviewed and checked the bids and attached the Bid Tabulation for your information. The summary of the bids received are as follows:

Contractor	TOTAL BID
DeAngelis Diamond Construction	\$2,033,372.82
Reliance Building Company	\$2,311,406.00

The project scope consists of constructing a new splash pad with a recirculating water system, new restroom and mechanical building, pedestrian bridge connection, concrete plaza with shade structures, landscaping, fencing, and associated site improvements. The final engineer's estimate of probable construction costs was approximately \$1,600,000.

Based on the bids received and conversation with prospective bidders, we suspect the bid results are in part due to the accelerated construction schedule, limited availability of materials and resources, small size of the work compared to number of trades/subcontractors needed, as well as complexities of the project. Additionally, after review of the bid packages, it was determined that the sanitary sewer services for the project could be completed by the City's water/sewer contractor, reducing the project amount by approximately \$14,000. It should be noted that there are a limited number of contractors who install splash pads, which further impacts bid pricing.

DeAngelis Diamond Construction is the apparent lowest responsible bidder for this project. They have satisfactorily completed similar projects as the general contractor in various locations across southeast Michigan as well as other states. Based on the desired construction schedule and limited contractor/material availability, we do not foresee construction prices decreasing in the short term. Therefore, we recommend award of this contract to DeAngelis Diamond Construction in the amount of **\$1,931,416.28** per the unit prices bid for the project. Please note that this contract award amount is derived from the total bid amount of \$2,033,372.82, less the crew day cost of \$88,000 and less the sanitary services cost of \$13,956.54.



If you have any questions, please do not hesitate to call me at (248) 751-3104.

Sincerely,
OHM Advisors

A handwritten signature in blue ink, reading "Timothy J. Juidici".

Timothy J. Juidici, P.E.
Principal-in-Charge

Encl: Bid Tabulation

cc: Jeff Herczeg, Director of Public Works
Aaron Staup, Construction Engineer
Rebecca Runkel, Project Engineer
Ben Weaver, OHM

Opening Date - 03/13/2023
Date Reviewed - 03/13/2023

**CITY OF NOVI
BID TABULATION
JESSICA'S SPLASH PAD**

VENDOR NAME:	DeAngelis Diamond Construction	Reliance Building Company	Industrial Fence & Landscaping, Inc.
	39555 Orchard Hill Pl. Ste. 235	26200 Town Center Drive, Ste. 195	12030 Pleasant Street
	Novi, MI 48375	Novi, MI 48375	Detroit, MI 48217
	BID TOTAL:		

BID TABULATION									
DESCRIPTION		Quantity	Unit	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization, Max 5%	1.00	LSUM	\$18,419.33	\$18,419.33	\$114,000.00	\$114,000.00	n/a	n/a
2	Earth Excavation & Grading	1.00	LSUM	\$83,590.21	\$83,590.21	\$91,000.00	\$91,000.00	n/a	n/a
3	Splash Pad Installation	1.00	LSUM	\$299,908.41	\$299,908.41	\$310,000.00	\$310,000.00	n/a	n/a
4	Restroom & Maintenance Building	1.00	LSUM	\$648,422.98	\$648,422.98	\$780,000.00	\$780,000.00	n/a	n/a
5	10" Storm Sewer (SCLPP)	427.00	Ft	\$63.24	\$27,003.48	\$60.00	\$25,620.00	n/a	n/a
6	6" Storm Sewer (SCLPP)	43.00	Ft	\$116.72	\$5,018.96	\$38.00	\$1,634.00	n/a	n/a
7	4" Storm Sewer (PVC)	59.00	Ft	\$90.22	\$5,322.98	\$33.00	\$1,947.00	n/a	n/a
8	2' Dia. Catch Basin	4.00	Ea	\$3,657.43	\$14,629.72	\$3,000.00	\$12,000.00	n/a	n/a
9	4' Dia. Catch Basin	2.00	Ea	\$5,606.85	\$11,213.70	\$4,200.00	\$8,400.00	n/a	n/a
10	10" Flared End Section	1.00	Ea	\$5,235.71	\$5,235.71	\$1,900.00	\$1,900.00	n/a	n/a
11	6" Fared End Section	1.00	Ea	\$5,022.21	\$5,022.21	\$1,600.00	\$1,600.00	n/a	n/a
12	4" PVC Sanitary Service	33.00	Ft	\$170.95	\$5,641.35	\$70.00	\$2,310.00	n/a	n/a
13	6" PVC Sanitary Service	69.00	Ft	\$120.51	\$8,315.19	\$76.00	\$5,244.00	n/a	n/a
14	2-1/2" Copper (Type K) Water Service	10.00	Ft	\$443.51	\$4,435.10	\$99.00	\$990.00	n/a	n/a
15	Soil Erosion & Sediment Control Measures	1.00	LSUM	\$8,651.71	\$8,651.71	\$6,800.00	\$6,800.00	n/a	n/a
16	Parking Lot Striping	1.00	LSUM	\$5,982.96	\$5,982.96	\$880.00	\$880.00	n/a	n/a
17	ADA Parking Signage	3.00	Ea	\$1,353.82	\$4,061.46	\$150.00	\$450.00	n/a	n/a
18	Aggregate Base, 21AA, 6 inch	309.00	Syd	\$43.98	\$13,589.82	\$36.00	\$11,124.00	n/a	n/a
19	MDOT Class II Sand, 4 inch	1456.00	Syd	\$13.63	\$19,845.28	\$12.00	\$17,472.00	n/a	n/a
20	Concrete Walkway, 4 inch	13100.00	Sft	\$5.57	\$72,967.00	\$8.20	\$107,420.00	n/a	n/a
21	Concrete Drive, 6 inch	975.00	Sft	\$10.06	\$9,808.50	\$11.00	\$10,725.00	n/a	n/a
22	Reinforced Concrete, 6 inch	16.00	Sft	\$265.54	\$4,248.64	\$310.00	\$4,960.00	n/a	n/a
23	Conduit, Schedule 40, 4 inch	740.00	Ft	\$17.04	\$12,609.60	\$29.00	\$21,460.00	n/a	n/a
24	Conduit, Schedule 40, 3 inch	7.00	Ft	\$518.37	\$3,628.59	\$1,100.00	\$7,700.00	n/a	n/a
25	Conduit, Directional Bore. 2, 4 inch	200.00	Ft	\$0.00	\$0.00	\$120.00	\$24,000.00	n/a	n/a
26	DB Cable, in Conduit, 600V, 1/C#3/0	21.00	Ft	\$0.00	\$0.00	\$91.00	\$1,911.00	n/a	n/a
27	Decorative Aluminum Fencing	671.00	Ft	\$52.98	\$35,549.58	\$87.00	\$58,377.00	\$72.00	\$48,312.00
28	Synthetic Grass Surface	2000.00	Sft	\$8.77	\$17,540.00	\$36.00	\$72,000.00	n/a	n/a
29	Wooden Pedestrian Bridge	1.00	LSUM	\$65,876.12	\$65,876.12	\$84,000.00	\$84,000.00	n/a	n/a
30	Eastern Pergola	1.00	LSUM	\$90,621.94	\$90,621.94	\$97,000.00	\$97,000.00	n/a	n/a
31	Western Pergola	1.00	LSUM	\$75,765.10	\$75,765.10	\$83,000.00	\$83,000.00	n/a	n/a
32	Gateway Arch	1.00	LSUM	\$52,055.98	\$52,055.98	\$40,000.00	\$40,000.00	n/a	n/a
33	Bench	20.00	Ea	\$2,578.26	\$51,565.20	\$3,800.00	\$76,000.00	n/a	n/a
34	Bistro Table	24.00	Ea	\$488.59	\$11,726.16	\$410.00	\$9,840.00	n/a	n/a
35	Bistro Chair	96.00	Ea	\$116.81	\$11,213.76	\$190.00	\$18,240.00	n/a	n/a
36	Large Table	4.00	Ea	\$1,437.03	\$5,748.12	\$880.00	\$3,520.00	n/a	n/a
37	Trash Receptacles	6.00	Ea	\$1,495.33	\$8,971.98	\$3,500.00	\$21,000.00	n/a	n/a
38	Quercus bicolor, 3 inch	3.00	Ea	\$1,656.28	\$4,968.84	\$700.00	\$2,100.00	n/a	n/a
39	Acer rubrum, 3 inch	6.00	Ea	\$1,041.64	\$6,249.84	\$720.00	\$4,320.00	n/a	n/a
40	Liriodendron tulipifera, 3 inch	3.00	Ea	\$1,656.28	\$4,968.84	\$630.00	\$1,890.00	n/a	n/a
41	Betula nigra 'Heritage', 12' ht.	6.00	Ea	\$1,014.95	\$6,089.70	\$610.00	\$3,660.00	n/a	n/a
42	Amelanchier x grandiflora 'Autumn Brilliance, 12' ht.	10.00	Ea	\$779.77	\$7,797.70	\$630.00	\$6,300.00	n/a	n/a
43	Pinus strobus, 10' ht.	8.00	Ea	\$905.33	\$7,242.64	\$840.00	\$6,720.00	n/a	n/a
44	Picea glauca 'Densata', 10' ht.	8.00	Ea	\$921.34	\$7,370.72	\$840.00	\$6,720.00	n/a	n/a
45	Abies balsamea, 10' ht.	8.00	Ea	\$921.34	\$7,370.72	\$840.00	\$6,720.00	n/a	n/a
46	Tsuga canadensis, 10' ht.	3.00	Ea	\$2,172.24	\$6,516.72	\$840.00	\$2,520.00	n/a	n/a
47	Physocarpus opulifoliosus 'Seward', 3' ht.	6.00	Ea	\$657.34	\$3,944.04	\$88.00	\$528.00	n/a	n/a
48	Hydrangea macrophylla 'Bailmer', 2.5' ht.	22.00	Ea	\$224.40	\$4,936.80	\$88.00	\$1,936.00	n/a	n/a
49	Rosa 'Radrazz', 2.5' ht.	7.00	Ea	\$568.01	\$3,976.07	\$64.00	\$448.00	n/a	n/a
50	Ilex verticillate 'Red Sprite', 2.5' ht.	12.00	Ea	\$358.03	\$4,296.36	\$90.00	\$1,080.00	n/a	n/a
51	Spiraea japonica 'Goldmound', 2' ht.	4.00	Ea	\$940.64	\$3,762.56	\$63.00	\$252.00	n/a	n/a
52	Taxus x media 'Wardii', 2.5' ht.	27.00	Ea	\$232.07	\$6,265.89	\$140.00	\$3,780.00	n/a	n/a

53	Potentilla fruticosa 'McKay's White', 2' ht.	31.00	Ea	\$172.51	\$5,347.81	\$59.00	\$1,829.00	n/a	n/a
54	Buxus x 'Green Gem', 18" ht.	12.00	Ea	\$384.71	\$4,616.52	\$110.00	\$1,320.00	n/a	n/a
55	Panicum virgatum 'Cloud Nine', 2 gal.	14.00	Ea	\$289.34	\$4,050.76	\$23.00	\$322.00	n/a	n/a
56	Sporobolus heterolepsis, 1 gal.	32.00	Ea	\$131.59	\$4,210.88	\$23.00	\$736.00	n/a	n/a
57	Festuca glauca 'Elijah Blue', 1 gal.	42.00	Ea	\$105.34	\$4,424.28	\$23.00	\$966.00	n/a	n/a
58	Hosta 'Gold Standard', 1 gal.	21.00	Ea	\$189.34	\$3,976.14	\$15.00	\$315.00	n/a	n/a
59	Hosta 'Patriot', 1 gal.	48.00	Ea	\$94.84	\$4,552.32	\$15.00	\$720.00	n/a	n/a
60	Diervilla lonicera 'Michigan Sunset', 1 gal.	35.00	Ea	\$122.14	\$4,274.90	\$23.00	\$805.00	n/a	n/a
61	Rudbeckia folgida 'Goldsturm', 1 gal.	39.00	Ea	\$111.80	\$4,360.20	\$15.00	\$585.00	n/a	n/a
62	Tudbeckia speciosa 'Viette's Little Suzy', 1 gal.	23.00	Ea	\$174.73	\$4,018.79	\$27.00	\$621.00	n/a	n/a
63	Iris verginica, 1 gal.	56.00	Ea	\$84.34	\$4,723.04	\$27.00	\$1,512.00	n/a	n/a
64	Astilbe chinensis 'Visions in White', 1 gal.	13.00	Ea	\$292.71	\$3,805.23	\$27.00	\$351.00	n/a	n/a
65	Carex pennsylvanica, Qt. Pot.	479.00	Ea	\$23.38	\$11,199.02	\$12.00	\$5,748.00	n/a	n/a
66	Planting Mix	236.00	Cyd	\$47.52	\$11,214.72	\$53.00	\$12,508.00	n/a	n/a
67	Shredded Hardwood Mulch, 4" depth	79.00	Cyd	\$83.84	\$6,623.36	\$82.00	\$6,478.00	n/a	n/a
68	Steel Edging	841.00	Ft	\$23.23	\$19,536.43	\$12.00	\$10,092.00	n/a	n/a
69	Turf Restoration	1.00	LSUM	\$11,197.69	\$11,197.69	\$23,000.00	\$23,000.00	n/a	n/a
70	Automatic Underground Irrigation System	1.00	LSUM	\$23,276.46	\$23,276.46	\$28,000.00	\$28,000.00	n/a	n/a
71	Crew Days	\$800.00	Cday	110.00	\$88,000.00	40.00	\$32,000.00	n/a	n/a
	TOTAL BID AMOUNT (ITEM 1-68 Incl.):			²	\$2,033,372.82		\$2,311,406.00	¹	\$48,312.00
	Corrections								
	¹ Multiplication Error Line Item 24 Corrected								
	² Multiplication Error Line Items 18, 19, 21, 22, 23, 27, 28, 33-50, & 52-68 Corrected								

BID
for
Jessica's Splash Pad

Bid of DeAngelis Diamond Construction hereinafter called
Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as
_____.*

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.	Addendum Date
<u>1</u>	<u>2/20/23</u>
<u>2</u>	<u>3/3/23</u>
<u>3</u>	<u>3/8/23</u>

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: **See attached breakdown for prices.**

Item No.	Item Description	Qty	Unit	Unit Price	Total Price
Category 1 - All					
1	Mobilization, Max 5%	1.00	LSUM	\$ _____	\$ _____
2	Earth Excavation & Grading	1.00	LSUM	\$ _____	\$ _____
3	Splash Pad Installation	1.00	LSUM	See attached breakdown for prices.	
4	Restroom & Maintenance Building	1.00	LSUM	\$ _____	\$ _____
5	10" Storm Sewer (SCLPP)	427.00	Ft	\$ _____	\$ _____
6	6" Storm Sewer (SLCPP)	43.00	Ft	\$ _____	\$ _____



Item No.	Item Description	Qty	Unit	Unit Price	Total Price
7	4" Storm Sewer (PVC)	59.00	Ft	\$	\$
8	2' Dia. Catch Basin	4.00	Ea	\$	\$
9	4' Dia. Catch Basin	2.00	Ea	\$	\$
10	10" Flared End Section	1.00	Ea	\$	\$
11	6" Fared End Section	1.00	Ea	\$	\$
12	Soil Erosion & Sediment Control Measures	1.00	LSL	See attached breakdown for prices.	
13	Parking Lot Striping	1.00	LSUM	\$	\$
14	ADA Parking Signage	3.00	Ea	\$	\$
15	Aggregate Base, 21AA, 6 inch	309.00	Syd	\$	\$
16	MDOT Class II Sand, 4 inch	1456.00	Syd	\$	\$
17	Concrete Walkway, 4 inch	13,100.00	Sft	\$	\$
18	Concrete Drive, 6 inch	975.00	Sft	\$	\$
19	Reinforced Concrete, 6 inch	16.00	Sft	\$	\$
20	Conduit, Schedule 40, 4 inch	740.00	Ft	\$	\$
21	Conduit, Schedule 40, 3 inch	7.00	Ft	\$	\$
22	Conduit, Directional Bore, 2, 4 inch	200.00	Ft	\$	\$
23	DB Cable, in Conduit, 600V, 1/C#3/0	21.00	Ft	\$	\$
24	Decorative Aluminum Fencing	671.00	Ft	\$	\$
25	Synthetic Grass Surface	2,000.00	Sft	\$	\$
26	Wooden Pedestrian Bridge	1.00	LSUM	\$	\$
27	Eastern Pergola	1.00	LSUM	\$	\$
28	Western Pergola	1.00	LSUM	\$	\$
29	Gateway Arch	1.00	L	See attached breakdown for prices.	
30	Bench	20.00	Ea	\$	\$
31	Bistro Table	24.00	Ea	\$	\$
32	Bistro Chair	96.00	Ea	\$	\$
33	Large Table	4.00	Ea	\$	\$
34	Trash Receptacles	6.00	Ea	\$	\$
35	Quercus bicolor, 3 inch	3.00	Ea	\$	\$



Item No.	Item Description	Qty	Unit	Unit Price	Total Price
36	Acer rubrum, 3 inch	6.00	Ea	\$ _____	\$ _____
37	Liriodendron tulipifera, 3 inch	3.00	Ea	\$ _____	\$ _____
38	Betula nigra 'Heritage', 12' ht.	6.00	Ea	\$ _____	\$ _____
39	Amelanchier x grandiflora 'Autumn Brilliance', 12' ht.	10.00	Ea	\$ _____	\$ _____
40	Pinus strobus, 10' ht.	8.00	E	See attached breakdown for prices.	
41	Picea glauca 'Densata', 10' ht.	8.00	Ea	\$ _____	\$ _____
42	Abies balsamea, 10' ht.	8.00	Ea	\$ _____	\$ _____
43	Tsuga canadensis, 10' ht.	3.00	Ea	\$ _____	\$ _____
44	Physocarpus opulifoliosus 'Seward', 3' ht.	6.00	Ea	\$ _____	\$ _____
45	Hydrangea macrophylla 'Bailmer', 2.5' ht.	22.00	Ea	\$ _____	\$ _____
46	Rosa 'Radrazz', 2.5' ht.	7.00	Ea	\$ _____	\$ _____
47	Ilex verticillata 'Red Sprite', 2.5' ht.	12.00	Ea	\$ _____	\$ _____
48	Spiraea japonica 'Goldmound', 2' ht.	4.00	Ea	\$ _____	\$ _____
49	Taxus x media 'Wardii', 2.5' ht.	27.00	Ea	\$ _____	\$ _____
50	Potentilla fruticosa 'McKay's White', 2' ht.	31.00	Ea	\$ _____	\$ _____
51	Buxus x 'Green Gem', 18" ht.	12.00	Ea	\$ _____	\$ _____
52	Panicum virgatum 'Cloud Nine', 2 gal.	14.00	Ea	\$ _____	\$ _____
53	Sporobolus heterolepis, 1 gal.	32.00	Ea	\$ _____	\$ _____
54	Festuca glauca 'Elijah Blue', 1 gal.	42.00	Ea	\$ _____	\$ _____
55	Hosta 'Gold Standard', 1 gal.	21.00	Ea	\$ _____	\$ _____
56	Hosta 'Patriot', 1 gal.	48.00	Ea	\$ _____	\$ _____
57	Diervilla lonicera 'Michigan Sunset', 1 gal.	35.00		See attached breakdown for prices.	
58	Rudbeckia folgiata 'Goldsturm', 1 gal.	39.00	Ea	\$ _____	\$ _____
59	Rudbeckia speciosa 'Viette's Little Suzy', 1 gal.	23.00	Ea	\$ _____	\$ _____
60	Iris verginica, 1 gal.	56.00	Ea	\$ _____	\$ _____
61	Astilbe chinensis 'Visions in White', 1 gal.	13.00	Ea	\$ _____	\$ _____
62	Carex pennsylvanica, Qt. Pot.	479.00	Ea	\$ _____	\$ _____
63	Planting Mix	236.00	Cyd	\$ _____	\$ _____



Item No.	Item Description	Qty	Unit	Unit Price	Total Price
64	Shredded Hardwood Mulch, 4" depth	79.00	Cyd	\$ _____	\$ _____
65	Steel Edging	841.00	Ft	\$ _____	\$ _____
66	Turf Restoration	1.00	LSUM	\$ _____	\$ _____
67	Automatic Underground Irrigation System	1.00	LSUM	\$ _____	\$ _____
68	Crew Days	_____	Cday	\$ 800.00	\$ _____

Total Bid Amount (ITEM 1-68 incl.): See attached breakdown for prices.

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 in accordance with the following schedule:**

Operational Completion to include a completed splash pad, restroom and mechanical building, concrete installation, pedestrian bridge, and synthetic turf in accordance with the plan set by **August 25, 2023.**

Auxiliary Structures Completion to include the pergola structures, gateway arch, fencing and other associated architectural elements by **December 15, 2023.**

Substantial Completion to include all remaining contract items by **May 17, 2024.**

Final Completion to include all punch list items by **May 24, 2024.**

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 ONE THOUSAND FIVE HUNDRED dollars (\$1,500.00) 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.



Item No	Item Description	Qty	Unit	Unit Price	Total Price
Category 1 - All					
1	Mobilization, max 5%	1.00	LSUM	\$ 18,419.33	\$ 18,419.33
2	Earth Excavation and Grading	1.00	LSUM	\$ 83,590.21	\$ 83,590.21
3	Splash Pad Installation	1.00	LSUM	\$ 299,908.41	\$ 299,908.41
4	Restroom & Maintenance Building/Shower	1.00	LSUM	\$ 648,422.98	\$ 648,422.98
5	10" Storm Sewer (SCLPP)	427.00	Ft	\$ 63.24	\$ 27,002.57
6	6" Storm Sewer (SCLPP)	43.00	Ft	\$ 116.72	\$ 5,019.00
7	4" Storm Sewer (PVC)	59.00	Ft	\$ 90.22	\$ 5,322.71
8	2' Dia. Catch Basin	4.00	Ea	\$ 3,657.43	\$ 14,629.71
9	4' Dia. Catch Basin	2.00	Ea	\$ 5,606.85	\$ 11,213.71
10	10" Flared End Section	1.00	Ea	\$ 5,235.71	\$ 5,235.71
11	6" Flared End Section	1.00	Ea	\$ 5,022.21	\$ 5,022.21
12	4" PVC Sanitary Service	33.00	Ft	\$ 170.95	\$ 5,641.36
13	6" PVC Sanitary Service	69.00	Ft	\$ 120.51	\$ 8,315.44
14	2-1/2" Copper (Type K) Water Service	10.00	Ft	\$ 443.51	\$ 4,435.08
15	Soil Erosion & Sediment Control Measures	1.00	LSUM	\$ 8,651.71	\$ 8,651.71
16	Parking Lot Striping	1.00	LSUM	\$ 5,982.96	\$ 5,982.96
17	ADA Parking Signage	3.00	Ea	\$ 1,353.82	\$ 4,061.46
18	Aggregate Base, 21AA	309.00	Syd	\$ 43.98	\$ 13,588.36
19	MDOT Class II Sand, 4 Inch	1456.00	Syd	\$ 13.63	\$ 19,847.65
20	Concrete Walkway, 4 inch	13100.00	Sft	\$ 5.57	\$ 72,936.24
21	Concrete Drive, 6 inch	975.00	Sft	\$ 10.06	\$ 9,810.38
22	Reinforced Concrete, 6 inch	16.00	Sft	\$ 265.54	\$ 4,248.70
23	Conduit, Schedule 40, 4 inch	740.00	Ft	\$ 17.04	\$ 12,612.13
24	Conduit, Schedule 40, 3 inch	7.00	Ft	\$ 518.37	\$ 3,628.59
25	Conduit, Directional Bore, 2, 4 Inch	200.00	Ft	no bid - inc above	
26	DB Cable, in Conduit, 600V, 1/C#3/0	21.00	Ft	no bid - inc above	
27	Decorative Aluminum Fencing	671.00	Ft	\$ 52.98	\$ 35,547.37
28	Synthetic Grass Surface	2000.00	Sft	\$ 8.77	\$ 17,533.31
29	Wooden Pedestrian Bridge	1.00	LSUM	\$ 65,876.12	\$ 65,876.12
30	Eastern Pergola	1.00	LSUM	\$ 90,621.94	\$ 90,621.94
31	Western Pergola	1.00	LSUM	\$ 75,765.10	\$ 75,765.10
32	Gateway Arch	1.00	LSUM	\$ 52,055.98	\$ 52,055.98
33	Bench	20.00	Ea	\$ 2,578.26	\$ 51,565.21
34	Bistro Table	24.00	Ea	\$ 488.59	\$ 11,726.11
35	Bistro Chair	96.00	Ea	\$ 116.81	\$ 11,213.71
36	Large Table	4.00	Ea	\$ 1,437.03	\$ 5,748.11
37	Trash Receptacles	6.00	Ea	\$ 1,495.33	\$ 8,971.96
38	Quercus bicolor, 3 inch	3.00	Ea	\$ 1,656.28	\$ 4,968.83
39	Acer rubum, 3 inch	6.00	Ea	\$ 1,041.64	\$ 6,249.83
40	Liriodendron tulipifera, 3 inch	3.00	Ea	\$ 1,656.28	\$ 4,968.83
41	Betula nigra 'Heritage', 12' ht.	6.00	Ea	\$ 1,014.95	\$ 6,089.71
42	Amelanchier x grandiflora 'autumn brilliance' 12' ht	10.00	Ea	\$ 779.77	\$ 7,797.71
43	Pinus strobus, 10' ht	8.00	Ea	\$ 905.33	\$ 7,242.61
44	Picea glauca 'Densata', 10' ht	8.00	Ea	\$ 921.34	\$ 7,370.71
45	Abies balsamea, 10' ht	8.00	Ea	\$ 921.34	\$ 7,370.71
46	Tsuga canadensis, 10' ht	3.00	Ea	\$ 2,172.24	\$ 6,516.71
47	Physocarpus opulifolius 'Seward', 3' ht	6.00	Ea	\$ 657.34	\$ 3,944.03
48	Hydrangea macrophylla 'bailmer', 2.5' ht	22.00	Ea	\$ 224.40	\$ 4,936.81
49	Rosa 'Radrazz', 2.5' ht	7.00	Ea	\$ 568.01	\$ 3,976.06
50	Ilex verticillate 'Red Sprite', 2.5' ht	12.00	Ea	\$ 358.03	\$ 4,296.31
51	Spiraea japonica 'Goldmound', 2' ht	4.00	Ea	\$ 940.64	\$ 3,762.56

March 13, 2023

City of Novi – Jessica's Splashpad

52	Taxus x media 'Wardi', 2.5' ht.	27.00	Ea	\$	232.07	\$	6,265.84
53	Potentilla fruticosa, 'McKay's White', 2' ht	31.00	Ea	\$	172.51	\$	5,347.79
54	Buxus x 'Green Gem', 18" ht	12.00	Ea	\$	384.71	\$	4,616.56
55	Panicum virgatum 'Cloud Nine', 2 gal	14.00	Ea	\$	289.34	\$	4,050.78
56	Sporobolus heterolepsis, 1 gal	32.00	Ea	\$	131.59	\$	4,210.91
57	Festuca glauca 'Elijah Blue', 1 gal	42.00	Ea	\$	105.34	\$	4,424.41
58	Hosta 'Gold Standard', 1 gal	21.00	Ea	\$	189.34	\$	3,976.06
59	Hosta 'Patriot', 1 gal	48.00	Ea	\$	94.84	\$	4,552.51
60	Diervilla lonicera 'Michigan Sunset', 1 gal	35.00	Ea	\$	122.14	\$	4,274.96
61	Rudbeckia folgida 'Goldstrum', 1 gal	39.00	Ea	\$	111.80	\$	4,360.36
62	Rudbeckia speciosa 'Viette's Little Suzy', 1 gal	23.00	Ea	\$	174.73	\$	4,018.76
63	Iris verginica, 1 gal	56.00	Ea	\$	84.34	\$	4,723.31
64	Astilbe chinensis 'Visions in White', 1 gal	13.00	Ea	\$	292.71	\$	3,805.26
65	Carex pennsylvania, Qt Pot	479.00	Ea	\$	23.38	\$	11,197.69
66	Planting Mix	236.00	Cyd	\$	47.52	\$	11,213.71
67	Shredded Hardwood Mulch, 4" depth	79.00		\$	83.84	\$	6,623.46
68	Steel Edging	841.00	Ea	\$	23.23	\$	19,540.21
69	Turf Restoration	1.00	Ea	\$	11,197.69	\$	11,197.69
70	Automatic Underground Irrigation System	1.00	LSUM	\$	23,276.46	\$	23,276.46
71	Crew Days		Cday	\$	800.00		no bid*

*See qualifications for explanation

TOTAL BID AMOUNT (ITEM 1-71 incl.): \$ 1,945,340

SUBMITTED on: March 13, 2023

Date*

39555 Orchard Hill Pl, Ste 235

Street*

Novi, MI 48375

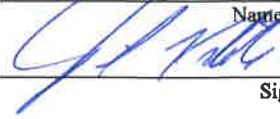
City, State, ZIP*

248-533-2897

Telephone Number*

BY: DeAngelis Diamond Construction

Name of Bidder*



Signature*

David Kovalik - Division Manager/VP

Name and Title of Signatory*

Facsimile Number*

*Typed or printed in ink



Proposal



D & D Water & Sewer, Inc.

5700 Sheldon Rd S

Canton, MI 48188

Contact: Mark DiMichele, PE

Phone: 734-368-2375

Fax: 734-397-8486

Quote To:

City of Novi
Aaron Staup

Job Name:

Novi Splash Pad

Date of Plans:

Proposal Date

3/8/2023

Revision Date:

Rev 2 Sub Plastic for K Copper

Phone:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2in Water Service Curb Stop to Building 2in PL	357.00	LF	27.00	9,639.00
2	2 in Water Service and Tap Bored under Beck Rd PL	100.00	LF	40.00	4,000.00
3	4" PVC San Service	58.00	LF	35.00	2,030.00
4	6" PVC San Service	364.00	LF	60.00	21,840.00
5	4ft Diameter Manhole	1.00	EA	8,000.00	8,000.00
6	Connect to Existing Manhole Drop Connection	1.00	EA	3,000.00	3,000.00
7	Restoration Topsoil and Seed	1.00	ALOW	4,000.00	4,000.00
GRAND TOTAL					52,509.00

Splashpad Timeline –

September 27, 2021- Starr Family proposes to City Council raising \$400,000 to construct splash pad in Jessica Starr's honor

February 7, 2022- Council sets goal of constructing splash pad at Bosco by July 4, 2023

April 6, 2022- Council budget meeting. 1.5 million allocated to fund construction

April 25, 2022- Splashpad aquatic features and filter system approved to order

May 9, 2022- Council approves FY 22/23 budget

May 23, 2022- Engineering design services awarded to OHM Advisors for design of Jessica's Splash Pad

July 1, 2022- FY 22/23 begins

June-November 2022- site and building design including mechanical, electrical, utility connections, landscape, architectural, review by Community Development team, etc.

October 2022- Splashpad aquatic features and filter system received and stored at DPW

November 4, 2022- 65% plans reviewed

December 21, 2022- application for permit submitted to EGLE

February 27, 2023- pre-bid meeting held

March 6, 2023- permit received from EGLE allowing construction to proceed

March 13, 2023- bids received and opened

April 5, 2023- bid approval (tentative) by Council



CITY OF NOVI CITY COUNCIL
APRIL 3, 2023

SUBJECT: Consideration of approval to award a unit price pavement marking services contract to P.K. Contracting LLC., the sole bidder, in the estimated annual amount of \$325,750. The contract term is one year with three one-year renewal options.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

EXPENDITURE REQUIRED	\$ 280,600 (202-449.20-866.030 Routine Maintenance – Pavement Striping) \$ 30,000 (203-449.30-866.030 Routine Maintenance – Pavement Striping) \$ 8,650 (101-441.20-931.208 Parking Lot Maintenance/Parks) \$ 1,250 (101-441.20-931.265 Parking Lot Maintenance/Civic Center) \$ 1,250 (101-441.20-931.301 Parking Lot Maintenance/ Police) \$ 3,500 (101-441.20-931.337 Parking Lot Maintenance/ Fire) <u>\$ 500 (101-441.20-931.442 Parking Lot Maintenance / DPW)</u> \$ 325,750 Estimated Annual Total
AMOUNT BUDGETED	\$ 280,600 (202-449.20-866.030 Routine Maintenance – Pavement Striping) \$ 30,000 (203-449.30-866.030 Routine Maintenance – Pavement Striping) \$ 15,000 (101-441.20-931.208 Parking Lot Maintenance/Parks) \$ 3,375 (101-441.20-931.265 Parking Lot Maintenance/Civic Center) \$ 13,250 (101-441.20-931.301 Parking Lot Maintenance/ Police) \$ 27,530 (101-441.20-931.337 Parking Lot Maintenance/ Fire) <u>\$ 5,500 (101-441.20-931.442 Parking Lot Maintenance / DPW)</u> \$ 375,255 Budget Total
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	202-449.20-866.030 Routine Maintenance – Pavement Striping 203-449.30-866.030 Routine Maintenance – Pavement Striping 101-441.20-931.208 Parking Lot Maintenance/Parks 101-441.20-931.265 Parking Lot Maintenance/Civic Center 101-441.20-931.301 Parking Lot Maintenance/ Police 101-441.20-931.337 Parking Lot Maintenance/ Fire 101-441.20-931.442 Parking Lot Maintenance / DPW

BACKGROUND INFORMATION:

The City's annual pavement marking program consists of approximately 50 centerline miles of the City's road system and 19 municipal parking lots. The contract term is one year with roadway striping and handwork (i.e., arrows, lettering and hatching) performed in the spring. Municipal parking lot striping will be performed once per year or as needed.

The City received and opened one bid on February 23, 2023 following a public solicitation period. The only bidder is P.K. Contracting LLC. P.K. Contracting's bid is recommended as being in the best interest of the City as it is responsive (i.e., P.K. has complied with all requirements of the bidding instructions).

Upon mutual consent of the City and the contractor, there are three one-year contract renewal options available. Work is anticipated to begin in May.

RECOMENDED ACTION: Approval to award a unit price pavement marking services contract to P.K. Contracting LLC., the sole bidder, in the estimated annual amount of \$325,750. The contract term is one year with three one-year renewal options.

CITY OF NOVI
PAVEMENT STRIPING BID TABULATION
February 23, 2023 2:00 P.M.

Item		Unit	Qty	PK Contracting (Unit cost)	PK Contracting Total
BASE BID					
PART A - LONGITUDINAL LINES (SPRAYABLE THERMOPLASTIC)					
1	4" Center Line - double yellow	LF	158,400	0.38	\$ 60,192.00
2	4" Center Line - 1 solid yellow, 1 skip yellow	LF	132,000	0.34	\$ 44,880.00
3	4" Center Line - skip yellow	LF	21,120	0.20	\$ 4,224.00
4	4" Lane Line - skip white	LF	26,400	0.20	\$ 5,280.00
5	4" Edge Line - solid white	LF	142,560	0.27	\$ 38,491.20
6	4" Channel Line - solid white	LF	36,960	0.27	\$ 9,979.20
7	4" Lane Reduction Markings - Solid yellow	Feet	500	0.27	\$ 135.00
	TOTAL PART A				\$ 163,181.40
PART B - SYMBOLS, ALPHABETS, SPECIAL CROSSWALKS					
1	Railroad crossing	Each	3	225.00	\$ 675.00
2	School Markings	Each	20	120.00	\$ 2,400.00
3	24" Stop Bars	Feet	7,000	6.00	\$ 42,000.00
4	Arrows	Each	325	70.00	\$ 22,750.00
5	Onlys	Each	275	70.00	\$ 19,250.00
6	Bicycle Symbols	Each	80	70.00	\$ 5,600.00
7	Cross Hatching	LF	4,500	1.35	\$ 6,075.00
8	6" Crosswalks	LF	6,000	1.35	\$ 8,100.00
9	24" Continental Crosswalks	LF	2,500	6.00	\$ 15,000.00
10	Parking Spots - Market St., Main St.	Lump Sum	1	2,000.00	\$ 2,000.00
11	Parking Spots - Brownstone Dr	Lump Sum	1	2,000.00	\$ 2,000.00
12	Parking Spots - Bond St	Lump Sum	1	2,000.00	\$ 2,000.00
13	6" Traffic Division Island	LF	800	1.35	\$ 1,080.00
14	24" Traffic Division Island	LF	400	6.00	\$ 2,400.00
	TOTAL PART B				\$ 131,330.00

CITY OF NOVI
PAVEMENT STRIPING BID TABULATION
February 23, 2023 2:00 P.M.

Item		Unit	Qty	PK Contracting (Unit cost)	PK Contracting Total
ALTERNATE #1 - PARKING LOTS					
1	Civic Center	Lump Sum			\$ 1,250.00
2	Police HQ - East & West lots	Lump Sum			\$ 750.00
3	Field Services Complex - Interior & External	Lump Sum			\$ 1,250.00
4	Police Gun Range	Lump Sum			\$ 500.00
5	Fire Station #1	Lump Sum			\$ 500.00
6	Fire Station #2	Lump Sum			\$ 500.00
7	Fire Station #3	Lump Sum			\$ 500.00
8	Fire Station #4	Lump Sum			\$ 500.00
9	Fire Station #5	Lump Sum			\$ 500.00
10	Novi Dog Park	Lump Sum			\$ 750.00
11	Lakeshore Park	Lump Sum			\$ 750.00
12	Rotary Park	Lump Sum			\$ 950.00
13	ITC Community Sports Park	Lump Sum			\$ 750.00
14	Ella Mae Power Park	Lump Sum			\$ 750.00
15	Pavilion Shore Park East & West lots	Lump Sum			\$ 750.00
16	Wildlife Woods Park	Lump Sum			\$ 950.00
17	Bosco Fields	Lump Sum			\$ 750.00
18	Villa Barr Art Park	Lump Sum			\$ 750.00
19	Novi Water Tower Park & RC Raceway	Lump Sum			\$ 1,500.00
	TOTAL ALT #1				\$ 14,900.00



CITY OF NOVI

PAVEMENT STRIPING CONTRACT

VENDOR QUESTIONNAIRE

Firm Name P.K. CONTRACTING, LLC
Address 1965 BARRETT DR
City TROY State MI Zip 48064
Telephone 248.362.2130 Fax 248.362.4469
Authorized agent's name Nicholas C. Shea, NICHOLAS C. SHEA
Authorized agent's title VICE PRESIDENT
Authorized agent's email address nick@pkcontracting.com
Web address www.pkcontracting.com

1. Year Firm Was Established: 1980 Years in Business: 43
2. Type of Organization: (Circle One)
a. Individual b. Partnership c. Corporation d. Joint-Venture ☒ e. Other
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
a. No ☒ Yes _____ Reason: _____
4. Under what other or former names has your organization operated?

5. How many full-time employees? 100 Part-time? 200
6. Are you able to provide insurance coverage as required by this ITB? YES
7. Provide information relative to the experience your company has had working with municipalities. Please provide the names and contact names and phone numbers of municipalities where service was provided.
P.K. IS MICHIGAN'S LEADER IN THE PAVEMENT MARKING
INDUSTRY.
• OAKLAND COUNTY - BRANDON RANK - 248 535 0452
• ANN ARBOR - ADAM AJAM - 734 353 5656
• FENTON - DAN DRISDON - 810 629 2261

8. Provide information relative to the experience and financial capability of your company to carry out the terms of this contract.

- SEE ATTACHED MDOT PRE-QUAL.

9. Identify those in your firm who would be responsible, including on-site supervision for this service. Include educational background and experience of principals and those who will be working on the project.

ANDY TUCKER - FOREMAN - 30 YEARS EXPERIENCE

DAVE AIKIN - FOREMAN - 25 YEARS EXPERIENCE

DAN DEVINE - FOREMAN - 20 YEARS EXPERIENCE

10. How many clients does your company currently serve with the types of services this ITB is requesting? Provide a list.

P.K. CONTRACTING WORKS ON OVER 1,300 PAVEMENT MARKING PROJECTS EVERY YEAR ALL ACROSS THE STATE OF MICHIGAN.

11. Provide a list of equipment that will be on-site and available for use by the crew performing striping services. Attach separate sheet if necessary.

- SEE ATTACHED

12. Please provide a list of client references (minimum of 3). Include name, address, phone number, and contact person.

1. Company name OAKLAND COUNTY
Address 31001 LAWLER RD
City, State Zip BEVERLY HILLS, MI, 48025
Contact name BRANDON RANK Phone 248 535 2196
Type of service provided COUNTY WIDE PAVEMENT MARKING
How many years have you provided this service to this firm? 20+
2. Company name ANN ARBOR
Address P.O. Box 81047
City, State Zip ANN ARBOR, MI 48107
Contact name ADAM ADAM Phone 734 323 5656
Type of service provided CITY WIDE PAVEMENT MARKING
How many years have you provided this service to this firm? 15+
3. Company name MDOT - GRAND REGION
Address 2660 LEONARD, NE
City, State Zip GRAND RAPIDS, MI 49525
Contact name ADAM VANDERBEEK Phone 616 299 8108
Type of service provided REGION WIDE PAVEMENT MARKING
How many years have you provided this service to this firm? 30+

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

No ☒ Yes ☐

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Agent: Nicholas C. [Signature]

Date 2-16-23



CITY OF NOVI
PAVEMENT STRIPING
BID FORM

We, the undersigned as Bidder, propose to furnish the City of Novi, according to the conditions and specifications attached hereto and made a part hereof, roadway striping for the following price:

BASE BID – PART A - LONGITUDINAL LINES (SPRAYABLE THERMOPLASTIC)

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1.	4" Center Line Double Yellow	Linear Feet	158,400	\$ 0.38	\$ 60,192.00
2.	4" Center Line 1 Solid Yellow 1 Skip Yellow	Linear Feet	132,000	\$0.34	\$ 44,880.00
3.	4" Center Line Skip Yellow	Linear Feet	21,120	\$0.20	\$ 4,224.00
4.	4" Lane Line Skip White	Linear Feet	26,400	\$ 0.20	\$ 5,280.00
5.	4" Edge Line Solid White	Linear Feet	142,560	\$ 0.27	\$ 38,491.20
6.	4" Channel Lane Solid White	Linear Feet	36,960	\$ 0.27	\$ 9,979.20
7.	4" Lane Reduction Markings – Solid Yellow	Linear Feet	500	\$ 0.27	\$ 135.00
				TOTAL PART A	\$ 163,181.40

BASE BID - PART B (WATERBORNE PAINT- SYMBOLS, ALPHABETS, & SPECIAL CROSSWALKS)

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1.	Railroad Crossing	Unit	3	\$ 225.00	\$ 675.00
2.	School Markings	Unit	20	\$ 120.00	\$ 2,400.00
3.	24" Stop Bars	Feet	7,000	\$ 6.00	\$ 42,000.00
4.	Arrows	Unit	325	\$ 70.00	\$ 22,750.00

5.	Only's	Unit	275	\$ 70.00	\$ 19,250.00
6.	Bicycle Symbols	Unit	80	\$ 70.00	\$ 5,600.00
7.	Cross Hatching	Linear Feet	4,500	\$ 1.35	\$ 6,075.00
8.	6" Crosswalks	Linear Feet	6,000	\$ 1.35	\$ 8,100.00
9.	24" Continental Crosswalks	Linear Feet	2,500	\$ 6.00	\$ 15,000.00
10.	Parking Spots – Market St., Main St.	Lump Sum	1	\$ 2,000.00	\$ 2,000.00
11.	Parking Spots – Brownstone Dr.	Lump Sum	1	\$ 2,000.00	& 2,000.00
12.	Parking Spots – Bond St.	Lump Sum	1	& 2,000.00	& 2,000.00
13.	6" Traffic Division Island	Linear Feet	800	\$ 1.35	\$ 1,080.00
14.	24" Traffic Division Island	Linear Feet	400	\$ 6.00	\$ 2,400.00
				TOTAL PART B	\$ 131,330.00

ALTERNATE #1 – PARKING LOTS

Item #	Description	Unit	Quantity	Unit Price	Total Amount
1.	Civic Center	Lump Sum	1	\$ 1,250.00	\$ 1,250.00
2.	Police Headquarters – East & West lots	Lump Sum	1	\$ 750.00	\$ 750.00
3.	Field Services Complex – interior & exterior	Lump Sum	1	\$ 1,250.00	\$ 1,250.00
4.	Gun Range	Lump Sum	1	\$ 500.00	\$ 500.00
5.	Fire Station #1	Lump Sum	1	\$ 500.00	\$ 500.00
6.	Fire Station #2	Lump Sum	1	\$ 500.00	\$ 500.00
7.	Fire Station #3	Lump Sum	1	\$ 500.00	\$ 500.00
8.	Fire Station #4	Lump Sum	1	\$ 500.00	\$ 500.00
9.	Fire Station #5	Lump Sum	1	\$ 500.00	\$ 500.00

10.	Novi Dog Park	Lump Sum	1	\$ 750.00	\$ 750.00
11.	Lakeshore Park	Lump Sum	1	\$ 750.00	\$ 750.00
12.	Rotary Park	Lump Sum	1	\$ 950.00	\$ 950.00
13.	ITC Community Sports Park	Lump Sum	1	\$ 750.00	\$ 750.00
14.	Ella Mae Power Park	Lump Sum	1	\$ 750.00	\$ 750.00
15.	Pavilion Shore Park – East & West lots	Lump Sum	1	\$ 750.00	\$ 750.00
16.	Wildlife Woods Park	Lump Sum	1	\$ 950.00	\$ 950.00
17.	Bosco Fields	Lump Sum	1	\$ 750.00	\$ 750.00
18.	Villa Barr Art Park	Lump Sum	1	\$ 750.00	\$ 750.00
19.	Novi Water Tower Park & RC Raceway	Lump Sum	1	\$ 1,500.00	\$ 1,500.00
				TOTAL ALTERNATE #1	\$ 14,900.00

Note: In cases of mistakes in extension, the unit price shall prevail.

We acknowledge the following addendums: N/A
(please indicate numbers)

COMMENTS/EXCEPTIONS:

BID SUBMITTED BY:

Company (Legal Registration) P.K. CONTRACTING, LLC

Address 1965 BARRETT DR

City TROY State MI Zip 48084

Telephone 248 362 2130 Fax 248 362 4969

Representative's Name (please print) NICHOLAS C SHEA

Representative's Title VICE PRESIDENT

Representative's Signature Nicholas C Shea

E-mail nick@pkcontracting.com

Date 2.16.23



GRETCHEN WHITMER
Governor

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
Lansing

PAUL C. AJEGBA
Director

June 9, 2021

P.K. Contracting, LLC
1965 Barrett Dr
Troy MI 48064-5372

01684
(248) 362-2130

Dear Vendor:

In accordance with our Administrative Rules we have established your numerical rating which is based on a financial rating of \$210,531,000.00 covering the classifications in the amounts stated below. This prequalification rating is effective until April 30, 2023.

210531	N3	Pavement Marking
5000	N93D	Grinding And Grooving

It will be assumed that the rating is satisfactory unless the Prequalification Committee is notified in writing to the contrary within 15 days after the bidder has been advised of the rating granted. The Department may declare a prequalified bidder ineligible to bid at any time because of developments subsequent to prequalification which, in their opinion, would affect the responsibility of the bidder or their ability to perform the contract work.

Lawrence F. Strzalka
Manager
Construction Contracts Section
Contract Services Division

NEW	PK ID	Year	Make
106	F-250 TRUCK	1993	Ford F-250
182	CREW TRUCK - DICK	2003	Ford F-250
301	F-350 TRUCK	1996	Ford F-350
351	F-350 TRUCK	1997	Ford F-350
352	F-350 TRUCK	1999	Ford F-350
353	F-350 TRUCK	1999	Ford F-350
354	F-350 TRUCK	1999	Ford F-350
382	SM SUPPORT TRK - THERMO SUPPORT	2000	GMC SIERRA 350
383	CREW TRUCK - SHAWN	2004	GMC SIERRA 350
401	F-450 TRUCK OUT OF SERVICE used as plow truck	1993	Ford F-450
403	F-450 TRUCK HAND THERMO	1995	Ford F-450
405	F-450 TRUCK - SUPPORT TEMPLETS	1998	Ford F-450
406	F-450 TRUCK SUPPORT TEMPLETS	1999	Ford F-450
407	F-450 TRUCK - COMPRESSOR - TAPE	1999	Ford F-450
408	F-450 TRUCK - DON - DMI- HTA	1999	Ford F-450
409	F-450 TRUCK - COMPRESSOR - TAPE	1999	Ford F-450
410	F-450 TRUCK - ANDY	1999	Ford F-450
411	F-450 TRUCK - DMI -HTA -JITNEY	2000	Ford F-450
412	F-450 TRUCK - ED	2000	Ford F-450
413	F-450 TRUCK COMPRESSOR TAPE	2000	Ford F-450
414	F-550 TRUCK - Matt Peterman	2006	Ford F-550
415	F-550 TRUCK PTO COMPRESSOR	2006	Ford F-550
416	F-550 TRUCK - SUPPORT TEMPLETS	2006	Ford F-550
417	F-550 TRUCK JOHN- HTA	2008	Ford F-550
418	F-550 TRUCK DOUG	2008	Ford F-550
419	F-550 TRUCK PTO COMPRESSOR	2008	Ford F-550
420	F-550 TRUCK PTO COMPRESSOR	2008	Ford F-550
421	F-550 TRUCK PTO COMPRESSOR	2008	Ford F-550
422	F-550 TRUCK PTO COMPRESSOR	2007	Ford F-550
423	F-550 TRUCK SCB PULLER	2007	Ford F-550
424	F-550 TRUCK SUPPLY CONE	2007	Ford F-550
425	F-550 TRUCK SUPPLY CONE	2007	Ford F-550
426	F-550 TRUCK GASOLINE	2015	Ford F-550
427	F-550 TRUCK GASOLINE	2015	Ford F-550
428	F-550 TRUCK GASOLINE	2016	Ford F-550
430	AIRPORT PAINT DETAIL TRUCK	2009	Chevrolet 3500
431	SPECIAL MARKINGS PAINT TRUCK	2005	Chevrolet 4500
432	F-550 TRUCK GASOLINE	2015	Ford F-550
433	F-550 TRUCK GASOLINE	2015	Ford F-550
434	F-550 TRUCK GASOLINE	2015	Ford F-550
435	F-550 TRUCK GASOLINE	2016	Ford F-550
439	F-550 TRUCK GASOLINE	2016	Ford F-550

440	F-550 TRUCK John GASOLINE	2012 Ford F-550
441	F-550 TRUCK GASOLINE	2013 Ford F-550
442	F-550 TRUCK GASOLINE	2013 Ford F-550
443	F-550 TRUCK GASOLINE	2013 Ford F-550
444	F-550 TRUCK GASOLINE	2015 Ford F-550
445	F-550 TRUCK GASOLINE	2015 Ford F-550
446	F-550 TRUCK GASOLINE	2015 Ford F-550
447	F-550 TRUCK GASOLINE	2015 Ford F-550
448	F-550 TRUCK GASOLINE	2016 Ford F-550
449	F-550 TRUCK GASOLINE	2016 Ford F-550
450	F-450 TRUCK - COMPRESSOR - TAPE	1998 Ford F-450
451	F-450 TRUCK - PTO- COMPRESSOR - TAPE	1999 Ford F-450
452	F-550 TRUCK - SUPPORT	2006 Ford F-550
453	F-550 TRUCK	2005 Ford F-550
454	PLURAL COMPONENT DETAIL TRUCK	2000 Isuzu NQR
455	F-550 TRUCK	2007 Ford F-550
456	F-550 TRUCK GASOLINE	2015 Ford F-550
457	F-550 TRUCK GASOLINE	2015 Ford F-550
458	F-550 TRUCK GASOLINE	2015 Ford F-550
459	F-550 TRUCK GASOLINE	2015 Ford F-550
460	F-550 TRUCK GASOLINE	2016 Ford F-550
480	SM SUPPORT TRK - CONER - DOUG ROBI	1991 Chev KODIAK 550
481	SM SUPPORT TRK - TAPE BOX TRK	1998 GMC 450 BOX TRK
482	SM SUPPORT TRK - POLY SUPPORT	2004 Chev. C-4500
483	SM SUPPOR TRK -	2007 Chev. C-5500
484	SM SUPPORT TRK - FORK HAULER	2006 GMC C 4500
485	F-550 TRUCK GASOLINE	2015 Ford F-550
486	F-550 TRUCK GASOLINE	2015 Ford F-550
487	F-550 TRUCK GASOLINE	2016 Ford F-550
488	F-550 TRUCK GASOLINE	2016 Ford F-550
500	PAINT LONGLINE TRUCK ANDY	1990 Mack Paint Striper
501	PAINT LONGLINE TRUCK	1994 Mack MR688S Mack MR690S Paint
502	PAINT LONGLINE TRUCK	1998 Striper
503	PAINT LONGLINE TRUCK	2000 Isuzu FTR21
504	PAINT LONGLINE TRUCK	2001 Isuzu FSR
505	PAINT LONGLINE TRUCK JOHN	2005 GMC T7500
506	PAINT LONGLINE TRUCK DOUG	2007 Isuzu F Series
509	PAINT LONGLINE TRUCK	2006 Chevy (mcrc)
510	PAINT LONGLINE TRUCK	2006 Chevy T8500
511	PAINT LONGLINE TRUCK	2002 GMC
512	PAINT LONGLINE TRUCK	2005 GMC
517	AIRPORT PAINT STRIPER	1998 GMC T SERIES
518	AIRPORT PAINT STRIPER	2007 Chevrolet 4500
519	AIRPORT PAINT STRIPER	2002 Chevrolet W45042

521	THERMO LONGLINE TRUCK	DAVE	Mack MR 690S Semi 1999 Tractor
522	THERMO LONGLINE TRUCK		2013 Autocar ACX64
523	THERMO LONGLINE TRUCK		2015 Mack
530	PLURAL COMPONENT LONGLINE TRUCK ED		1998 Mack MR688S
531	PLURAL COMPONENT LONGLINE TRUCK ANDY		1999 GMC TF7B064
540	PLURAL COMPONENT DETAIL TRUCK		1996 Chevy W5R042
541	PLURAL COMPONENT DETAIL TRUCK		2000 Isuzu W5-175hp
550	PAINT LONGLINE TRUCK		1999 GMC F76042
551	PAINT LONGLINE TRUCK		2004 GMC TT7F042
560	THERMO LONGLINE TRUCK		1999 Mack MR690S
581	PAINT TRUCK - COUNTY WORK - SHAWN	2000	GMC T-8500
582	PAINT TRUCK - DICK RADEN	2000	GMC T-8500
583	PAINT TRUCK -	2005	GMC T-7500
584	PAINT TRUCK -	2005	GMC TiltCab dualsteer
585	PAINT STRIPER	1997	GMC T SERIES
592	PLURAL COMPONENT	2006	Autocar WX64
593	PLURAL COMPONENT	2003	Chevrolet
594	PLURAL COMPONENT	2004	GMC
595	PLURAL COMPONENT	2007	GMC
601	THERMO MELTER SEMI TRACTOR - Pull 4 POT		2006 Volvo VNL64T300
602	THERMO MELTER SEMI TRACTOR - Pull 6 POT		1996 Kenworth
603	THERMO MELTER SEMI TRACTOR -	2003	Kenworth T800
611 ST	THERMO MELTER 6 POT TRAILER		1998 Fontaine Supply Trailer
612 ST	THERMO MELTER 4 POT TRAILER		2012 Dorsey Trailer
620	THERMO DETAIL MELTER TRUCK		1999 Chevy CF7B042
650	THERMO MELTER SEMI TRACTOR - Pull 6 POT		2006 Volvo VNL64T300 Fontaine 6 pot HP
660 ST	THERMO MELTER 6 POT TRAILER		1997 Melter Trailer
665	THERMO DETAIL MELTER TRUCK		1992 Isuzu FTR W7R042
680	THERMO TRUCK - KINKEMA MELTER TRK	1992	Chev. KODIAC
706	LRG SUPPORT TRK - (S)- ATTENUATOR /Cone		1998 Ford F-800
707	LRG SUPPORT TRK - GRABBER CONE HAULER		1998 Freightliner 26' flatbed
708	LRG SUPPORT TRK -(S) ATTEN - MESSAGE BOARD- CONE	1998	Ford F-800
709	LRG SUPPORT TRK - THERMO SUPPORT- (S)-ATTENUATOR		2000 Ford F-750
712	LRG SUPPORT TRK - DISTRICT SUPPLY- (S)- Attenuator/Cone		1999 GMC F7B042
713	LRG SUPPORT TRK - DISTRICT SUPPLY- (S)- Attenuator/Cone		2000 GMC T742
714	LRG SUPPORT TRK - DISTRICT SUPPLY- (S)- Attenuator/Cone		1994 Ford C-8000
715	LRG SUPPORT TRK - WATER TRUCK		1999 Freightliner CENTURY

716	LGR SUPPORT TRK - (S)- ATTENUATOR- CONE	2001 Freightliner Century
717	LGR SUPPORT TRK - GRABBER CONE 28' BED	2002 Chevy C8500
718	LRG SUPPORT TRK Cone,Pigy Back,Fork l	2006 International 7500
719	LRG SUPPORT TRK -	2006 International 4400 Elgin Series L Sweeper 1999 Truck
720	SWEeper TRUCK ELGIN	1999 Truck
722	LRG SUPPORT TRK - Flat bed attenuator	1996 Ford Van
723	SWEeper TRUCK ELGIN	1993 Ford CF8
724	LRG SUPPORT TRK - TURBO PULLER- PAN RACK	2000 International
726	LRG SUPPORT TRK - CONE-(S) ATTENUATOR	2000 International
727	LRG SUPPORT TRK - CONE-(S) ATTENUATOR	2000 International
728	LRG SUPPORT TRK - BOX TRUCK	2005 Freightliner
729	LRG SUPPORT TRK	2005 GMC Western Star Semi
730	Truck Semi Tractor (was 619 Sampson)	1996 Tractor
740 ST	Supply trailer for truck 730 Sampson	2005 Manac
741 ST	45' SUPPLY TRAILER WITH FORK TRUCK	2007 Fontaine
742 ST	LRG SUPPORT TRK - WATER TRUCK	2002 Heilite
743 ST	48' SUPPLY TRAILER	2005 Transcraft
752	LRG SUPPORT TRK - THERMO SUPPORT	1993 Ford CF-8000
754	LRG SUPPORT TRK - ATTENUATOR	1998 Ford F-800
755	LRG SUPPORT TRK	2005 GMC
756	LRG SUPPORT TRK	2005 GMC
783	LRG SUPPORT TRK - SUPPLY - DOUG RO	1998 Freightliner FL-80
785	LRG SUPPORT TRK- SUPPLY - MATT CLA	1999 Volvo WG64
786	LRG SUPPORT TRK - SUPPLY - DICK RAD	1999 Freightliner FL-80
787	LRG SUPPORT TRK CONER - MATT CLAR	2000 Ford F-650
788	LRG SUPPORT TRUCK	2006 Freightliner
789	LRG SUPPORT TRK -	2006 International 7500
790	LRG SUPPORT TRK	1997 Ford
791	LRG SUPPORT TRK	1997 Ford
792	LRG SUPPORT TRK	2006 INTERNATIONAL
796	LRG SUPPORT TRK - TRACTOR	1998 Freightliner TRACTOR
797	SWEeper TRUCK	1995 Elgin SWEEPER
800	REPAIR TRUCK 1994 FORD E-350	1994 Ford E-350
801	REPAIR TRUCK 2004 FORD F-350	2004 Ford F-350
802	REPAIR TRUCK 2007 FORD F-350	2007 Ford F-350
803	REPAIR TRUCK 2007 CHEVY 4500	2007 Chevy 4500
813	SHOP TRUCK 1998 FORD F-250	1998 Ford F-250
815	SHOP TRUCK 2007 CHEVY SILVERADO 2500	2007 Chevy Silverado
816	SHOP TRUCK 2011 FORD F150 PICKUP - KEVIN	2011 Ford F-150
817	2003 CHEVY SILVERADO 2500 Arrowboard- Sign Trailer	2003 Chevy Silverado 2500

820	CREW TRUCK 2001 FORD F-150	2001 Ford F-150
822	CREW TRUCK 2005 DODGE RAM	2005 Dodge Ram
823	CREW TRUCK 2007 DODGE RAM 3500 DUMP	2007 Dodge Ram 3500 Dump
824	CREW TRUCK 2008 FORD F550	2008 Ford F-550 Dump
825	CREW TRUCK 2015 FORD F250 CREW CAB 4X4	2015 Ford F-250 Crew Cab
833	OFFICE TRUCK 2008 DODGE QUAD CAB	2008 Dodge Ram Quad Cab
834	OFFICE TRUCK 2009 F-150 CHRIS	2009 Ford F-150
835	OFFICE TRUCK 2010 F-150 JIM	2010 Ford F-150
836	OFFICE TRUCK 2010 F-150 ADEN	2010 Ford F-150
838	OFFICE TRUCK 2011 F-150 NICK	2011 Ford F-150
839	OFFICE TRUCK 2012 F-150 MATT	2012 Ford F-150
840	OFFICE TRUCK 2013 Chevy Silverado BILL	2013 Chevy Silverado 4x4
841	OFFICE TRUCK 2015 FORD F150 CHRIS	2015 Ford F150
842	OFFICE TRUCK 2016 FORD F150 JIM	2016 Ford F150
843	OFFICE TRUCK 2016 FORD F150 Brian	2016 Ford F150
850	REPAIR TRUCK 1197 FORD F-250	1997 Ford F-250
861	CREW TRUCK 2005 F-150	2005 Ford F-150
862	SHOP TRUCK 2014 GMC SIERRA 2500	2014 GMC SIERRA 2500
864	OFFICE TRUCK 2012 F-150 KURT	2012 Ford F-150
881	SM SUPPORT TRK - SHOP -	2003 GMC SIERRA PU
883	CREW TRUCK -	2005 Ford F-150
884	SM SUPPORT TRK - KINKEMA	2009 Dodge 1500
885	SM SUPPORT TRK - PLOW	2001 DODGE 2500
886	SM SUPPORT TRK -	2015 CHEVY COLORADO
Volvo WX64 Plunge		
900	GROOVING TRUCK - 2 BOX	1999 Saw Truck
901	GRINDER TRUCK - 2 BOX	2006 Autocar WX64
902	GRINDER TRUCK - 2 BOX	2015 Autocar
903	GRINDER TRUCK - 2 BOX	2015 Autocar
910	GRINDER TRUCK - 1 BOX	2001 Isuzu FSR 51
911	GRINDER TRUCK - 1 BOX	2002 2002 Isuzu
912	GRINDER TRUCK - 1 BOX	2004 GMC TILT cab
916	GRINDER/GROOVER - 2 BOX	2006 Autocar WX64
920	GRINDER TRUCK - 3 BOX	2006 Freightliner Condor
921	GRINDER TRUCK - 3 BOX	2006 Freightliner Condor
980	GRINDER TRUCK	2001 GMC T-7500
1003	Waterblaster	2007 Mack MR 688S
1004	Waterblaster (formerly 527)	2006 Mack MR 688S
1005	Waterblaster	2014 Peterbilt 320
1006	Waterblaster	2016 Autocar
TRAILERS		
T-01	T-01 Single Grinder Trailer	1965 Wilson
T-03	T-03 Single Grinder Trailer	1986 Assemb

T-04	T-04 Single Grinder Trailer	1986 Ajax
T-07	T-07 Small Sweeper Trailer	1988 Seco
T-14	T-14 Thermo Maxi Mac Trailer	1990 Ther-Mac
T-15	T-15 Road Vac Trailer #1	1992 Dickson
T-16	T-16 Double Grinder Trailer	1993 Litwiller
T-17	T-17 Reflector Tractor Trailer	1995 Redi Haul
T-18	T-18 Fork Lift Trailer Medium Capacity	1995 Hurst
T-19	T-19 Large Sweeper Trailer	1996 C W I
T-20	T-20 Turbo Trailer for SX Turbo	1996
T-21	T-21 Fork Lift Trailer Heavy Capacity	1997 Eager Beaver
T-22	T-22 Brimar Dump Trailer Troy	1997 Brimar
T-24	T-24 Brimar Dump Trailer Kzoo	2001 Brimar
T-25	T-25 Blastrac Trailer	Premco Triple L 2001 Mod#7612
T-27	T-27 Hot Plastic Cart Trailer	Premco Triple L 2002 Mod#4610
T-28	T-28 Blastrac Trailer	JLG Industries Triple 2003 L Mod#7612
T-29	T-29 Grinder Trailer	Premco Triple L 2004 Mod#7614
T-30	T-30 Road Vac Trailer #2	1995 Dickson
T-32	T-32 Storage Trailer (Ray Herrin)	Roadmaster Trailer 2005 Coach
T-33	T-33 Blastrac Trailer	JLG Industries Triple 2005 L Mod#7612
T-34	T-34 Double Grinder Trailer	2005 JLG Industries
T-35	T-35 Hurracaine Trailer Vac	2004
T-36	T-36 Mobile 4-Pot	2006 Jim Shea Original
T-37	T-37 6 x 14' Ft. Grinder Trailer	2006 Triple L Trailer
T-38	T-38 45 ft Great Dane Storage Trailer	1993 Great Dane
T-39	T-39 48 ft Great Dane Storage Trailer	1994 Great Dane
T-40	T-40 Sign Trailer	Barlow 16' Heavy 2006 Duty
T-41	T-41 Sign Trailer	Heartland Utility 2008 Trailer
T-42	T-42 Sign Trailer	2006 Hudson
T-43	T-43	2008 LINKLETTER
T-44	T-44	2009 Triple L Trailer
T-45	T-45 Flatbed Trailer	2009 Triple L Trailer
T-46	T-46	2009 Triple L Trailer
T-47	T-47	2009 Triple L Trailer
T-48	T-48	2010 AirTow Trailer
T-49	T-49 Trailer for G3 airmark heater	2011 Interstate Trailer
T-50	T-50	2010 AirTow Trailer
T-51	T-51	2011 Cargo King
T-52	T-52	2011 AirTow Trailer
T-53	T-53	2012 AirTow Trailer

T-54	T-54
T-55	T-55
T-56	T-56
T-57	T-57
T-58	T-58
T-59	T-59
T-60	T-60
T-61	T-61
T-62	T-62
T-63	T-63
T-80	TRAILER - MISC SM SUPPORT
T-81	TRAILER - MISC SM SUPPORT
T-83	TRAILER - MISC SM SUPPORT
T-85	TRAILER -

	2013 AirTow Trailer
	2013 AirTow Trailer
	2013 AirTow Trailer
	2014 AirTow Trailer
	2014 AirTow Trailer
	2016 Stealth Trailer
	2016 Stealth Trailer
	2016 AirTow Trailer
	2016 Arrow Trailer
	2016 Arrow Trailer
2000	Corn Pro
2004	Continental Enc.
2012	Load Trail
2006	Superline



**NOTICE - CITY OF NOVI
INVITATION FOR BIDS**

PAVEMENT STRIPING

The City of Novi will receive sealed bids for **Pavement Striping** according to the specifications of the City of Novi.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **Thursday, February 23, 2023**, at which time bids will be opened and read. Bids shall be addressed and delivered to:

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

All bids must be signed by a legally authorized agent of the bidding firm.

OUTSIDE OF MAILING/FED EX/UPS ENVELOPES MUST BE PLAINLY MARKED **"PAVEMENT STRIPING BID"** AND MUST BEAR THE NAME OF THE BIDDER.

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

Tracey Marzonie
Purchasing Department

Notice dated: February 1, 2023

NOTICE TO BIDDERS:

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



CITY OF NOVI
PAVEMENT STRIPING
INSTRUCTIONS TO BIDDERS

This Invitation To bid (ITB) is issued by the Purchasing Office of the City of Novi.

IMPORTANT DATES

ITB Issue Date	February 1, 2023
Last Date for Questions	Monday, February 13, 2023 by 12:00 P.M. Submit questions via email to: Tracey Marzonie, Purchasing Department tmarzonie@cityofnovi.org
Response Due Date	Thursday, February 23, 2023, by 2:00 P.M.

BID SUBMITTALS

Provide **one (1)** signed original copy of your bid. Original bid may be clipped but should not be stapled or bound. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

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

CHANGES TO THE ITB/ADDENDUM

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

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the ITB and shall be taken into account by each Bidder in preparing their bid. Only written addenda are binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Novi that it has the necessary facilities, ability, and financial resources to provide the service specified herein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualification. The City of Novi may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work and the bidder shall furnish to the City of Novi all information for this purpose that may be requested. The City of Novi reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described herein. Evaluation of the bidder's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
2. The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The quality of performance of previous contracts or services.
4. The character, integrity, reputation, judgment, experience and efficiency of the bidder.

RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request any additional information it deems necessary from firms responding to this invitation to bid after bids have been received.

CONSIDERATION OF BIDS

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

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

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

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative bids and to award the contract to other than the lowest Bidder, waive any irregularities or informalities or both, to reject any or all bids, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

After contract award, a summary of total price information for all submissions will be posted on the MITN website at www.mitn.info.

SUBMISSION OF BIDS

Bids must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of ITB. Failure to do so may result in a premature opening or failure to open such bid.

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

Bids must be clearly prepared and legible and must be signed by an Authorized Representative of the submitting Company on the enclosed form. Bids must show unit and total prices. **ANY CHANGES MADE ON BID FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.**

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

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

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

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

RESPONSIVE BIDS

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

EXCEPTIONS

The City will not accept changes or exceptions to the ITB documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the bid form. If Contractor neglects to make the notation on the bid form but writes it somewhere else

within the ITB documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the ITB documents will be applicable during the term of the contract.

INELIGIBILITY OF IRAN LINKED BUSINESS

Under 2012 PA 517, an Iran Linked Business, as defined therein, is not eligible to contract with the City and shall not submit a bid.

SHIPPING/HANDLING CHARGES

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

TAX EXEMPT STATUS

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

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

CONTRACT TERMINATION

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

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option. The Contractor will not be reimbursed for any anticipatory profits should the City exercise this option.

NON-DISCRIMINATION

The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition, or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination

in the performance of this contract. The Consultant further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or sub-consultant employed in the performance of this contract.

EQUAL EMPLOYMENT OPPORTUNITY

The Proposer shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

COPELAND "ANTI-KICKBACK" ACT

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 2). (Applies to contract and subgrants for construction or repair)

ACCEPTANCE OF BID CONTENT

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

DISCLOSURE

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

ECONOMY OF PREPARATION

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

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

INDEPENDENT PRICE DETERMINATION

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

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

Each person signing the bid certifies that:

(c) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the bid and that he has not participated and will not participate in any action contrary to (a) and (b) above; or

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

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



CITY OF NOVI
PAVEMENT STRIPING
SPECIFICATIONS

SERVICE TO BE PROVIDED

Professional pavement striping service for the striping of roads under the jurisdiction and within the corporate limits of the City of Novi, Michigan designated by the Department of Public Works, in accordance with all terms, conditions, provisions, and specifications herein mentioned.

It is anticipated Sprayable Thermoplastic will be applied on the longitudinal lines once per year in the spring, and the waterborne paint items will be applied in the spring, and possibly in the fall.

The City reserves the right to determine what areas need to be painted for either application and makes no guarantee all the areas listed will be painted during a calendar year. The City will not pay for striping done in areas that were not authorized by the City's designated representative.

All striping shall be in accordance with existing striping, unless a variation or change is indicated in this bid or authorized by the City's designated representative at the time of the scheduled work.

TIME LIMITS AND DEADLINES

The Contractor shall commence work within fifteen (15) calendar days after the Notice to Proceed is issued. All work must be completed by fifteen (15) working days after the Contractor begins the work.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/services. The initial contract period will be one year from date of award. Upon mutual consent of the City of Novi and the successful Bidder, the contract may be renewed up to three (3) times in one (1) year increments.

METHOD OF MEASUREMENT AND PAYMENT

A. MEASUREMENT

1. **4" Centerline striping** will be measured along the centerline of the roadway in linear foot or part thereof.
2. **4" Edge marking** will be measured along the edge of the roadway in linear feet or part thereof.
3. **24" Stop bars** will be measured in linear foot painted at a width of 24".
4. **Arrows** shall be in conformance with the standard symbols for highway signs and pavement markings and will be measured in units. The new marking must match the existing one.
5. **Only's** shall be in conformance with the standard alphabets for highway signs and pavement markings and will be measured in units. The new

- marking must match the existing one.
6. **Railroad Grade Crossing** Markers shall conform to the standards of Section 8B-4, Michigan Manual of Uniform Traffic Control Devices and will be measured in complete units. A complete unit will consist of the following:
 - a. One (1) twenty-four inch (24") wide Stop Bar.
 - b. One (1) X which is sixteen inches (16") wide and twenty feet (20') long.
 - c. One (1) set Railroad letters six feet (6') long and one foot (1') wide.
 - d. Two (2) two foot (2') wide transverse lines.
 - e. No Passing markings as required.
 7. **School markings** shall be in conformance with the standard alphabets for highway signs and pavement markings and will be measured in units. The new marking must match the existing one.
 8. **12" Continental crosswalks** shall be in conformance with pavement markings and will be measured in a single linear foot measurement curb to curb. The new marking must match the existing one.
 9. **6" Crosswalks** shall be measured in a single linear foot measurement curb to curb.
 10. **Bike Path Symbols** shall be measured in units. The new marking must match the existing one.
 11. **4" Cross-hatching** shall be measured in linear feet.
 12. **4" Channel lines** shall be measured in linear feet.
 13. **4" Skip lines** shall be measured in linear feet.
 14. All markings shall meet all MUTCD standards.

B. PAYMENT

1. The payment for **centerline striping** will be by the linear foot, which will include all work as specified under the base bid pavement-striping schedule.
2. The payment for **edge marking** will be by the linear foot, which will include all work as specified under the base bid edge marking schedule.
3. The payment for **stop bar markings, Standard crosswalks and Continental crosswalks** will be by the linear foot one way, which will include all work as specified under the base bid stop bar marking schedule.
4. The payment for **arrows, onlys, railroad grade crossing markers, bike symbols, and schools** will be by actual units completed and will include all work as specified under the base bid for **arrows** and **onlys** respectfully.

DEFINITIONS

- A. **LONGITUDINAL LINES:** Longitudinal lines shall be defined as all lines, broken and solid yellow, double yellow, and broken and solid white necessary to identify traffic lanes; where traffic moves in either the same direction or opposite direction, lines used to indicate the center of the roadway, lines used to prohibit or permit lane crossing, lines used to prohibit or permit passing, lines used to define left turn lanes at intersections, and lines used to form median islands.
- B. **SYMBOLS & ALPHABETS:** Symbols and alphabets shall be defined as all figures necessary to identify traffic lanes; where traffic moves in either the same direction

or opposite direction, *arrows* used to indicate the direction of traffic flow, or *onlys* used to prohibit or permit traffic flow.

- C. **CONTINENTAL CROSSWALKS:** *Continental crosswalks* shall be defined as those crosswalks not located at a standard intersection. *Continental crosswalks* shall be 6-foot wide. *Continental crosswalk* lines shall be 12-inches wide across the full width of the road

GENERAL SPECIFICATIONS AND CONDITIONS OF SERVICE

- A. It shall be the Contractor's responsibility to examine firsthand the roadways indicated on the attached map to fully understand the scope and location of the work called for under this bid.
- B. The Contractor shall understand scheduling of striping days with the Department of Public Works constitutes a vital condition of the contract agreement as it is the primary goal of the City to insure the striping of all City streets scheduled for striping be done in such a manner so as to minimize both inconvenience to the public and disruption of the normal flow of traffic. Main road intersections shall not be striped before 9:00 a.m. or after 3:00 p.m., Monday - Friday. Long line work shall be done between 10:00 p.m. and 7:00 a.m.
- C. The Contractor's performance shall be monitored by the Department of Public Works. The Scheduling of the work shall be made through the Department of Public Works, and no work shall begin until the approval of the DPW Director, or his designee has been secured.
- D. The Contractor shall provide and maintain in full operation and at all times during the tenure of this contract a sufficient crew of laborers, equipment operators, tools, materials, and reliable equipment necessary for the performance of this service. All equipment used in the performance of the contract shall be equipped with strobe lights, flashers, and all other appropriate cautionary and safety systems in compliance with all City, State, and Federal laws and regulations. The Contractor shall be staffed with properly trained and equipped personnel, including "flag persons", where and when such personnel are necessary to insure the safety of the Contractor's staff and equipment as well as the safety of the motoring public.
- E. Prior to application of pavement marking, it shall be the Contractor's responsibility that the pavement surfaces are clean, dry, and free of all foreign materials.
- F. The City of Novi reserves the right to inspect the Bidder's equipment before making an award of the bid.
- G. The Contractor shall be responsible for the appearance, conduct, discipline, and supervision of all his employees involved in the service.
- H. All machines and equipment used by the Contractor in the performance of this service shall be of uniform appearance with company name and logo and shall be maintained in a reasonably neat, clean, and safe operating condition.

- I. The Contractor shall report to the designated City representative on a daily basis by e-mail by 9:00 am with a completed work summary of the previous day and its schedule for the present day.
- J. The Contractor is responsible for maintaining traffic at all times. Striping is to be done in such a manner so as to minimize inconvenience to the public and disruption of the normal flow of traffic. The Contractor may perform the contracted work during evening/overnight hours with the consent of the city. This method is preferred by the City. All safety equipment (signs, cones, etc.) shall be removed from the work zone at the end of shift.
- K. Adequate precautions are to be taken for the safety of the public as well as property. City staff will be the final authority in the determination of whether Contractor has used "adequate precautions".
- L. All **stop bars**, **continental crosswalks**, and anywhere multiple lines are created the ends shall be capped to give a clean edge.

SPECIFICATIONS FOR PAVEMENT MARKING

- A. **COLORS:** White and Yellow
- B. **GENERAL:** **Spec Book Information**
Section 811
<https://www.michigan.gov/-/media/Project/Websites/MDOT/Field-Services/FieldServices4/2020-Standard-Specifications-Construction.pdf?rev=1e853edbff15425ca8b4905be4e51dee>

Qualified Products List

https://www.michigan.gov/mdot/-/media/Project/Websites/MDOT/Business/Construction/Material-Source-Guide/2022-August-MSG-Printer-Friendly.pdf?rev=d419bccb153149739cac2259e78c8687&sc_lang=en&hash=6BF067AE8EE5A97C0F0D1C731432C8B4 811.03D1 is Waterborne and 811.03D6 is Sprayable Thermoplastic.

OTHER REQUIREMENTS AND AGREEMENTS

- A. **TIME:** It is agreed that if the Contractor shall be unavoidably delayed in fulfilling the requirements and agreements by reason of excessive storm or floods or acts beyond the control of the **CONTRACTOR**, or strikes, or by court injunction, or by stopping of the work by the City because of an emergency or public necessity, or reason of alterations order by the City, the **CONTRACTOR** shall have no valid claim for damage on account of any cause or delay; but he shall in such case be entitled to such an extension of specified time limits as the City shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the **CONTRACTOR** within a week after the date upon which such alleged cause or delay shall have occurred.

- B. CITY'S RIGHT TO COMPLETE:** It is agreed that if at any time the Contractor shall abandon this work; or if he should be adjudged as bankrupt, or if his performance of this agreement is being unnecessarily or unreasonably delayed; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the work; or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor; or if he should persistently disregard laws or ordinances or directions of the City; or if he should willingly violate any of the substantial provisions of this agreement; then in such case the City, after giving the Contractor and his sureties written notice thereof, may order the Contractor to discontinue all work under this agreement or any part thereof.

If the Contractor is directed to discontinue the work, they shall only be paid for work that has been completed as of the date of the written notice and shall not be compensated for any work not performed, nor for any anticipatory profits on the work that was not completed. The City shall have the right to hire another contractor to complete the work.

ASSIGNMENT OF AGREEMENT

It is agreed that the Contractor shall not assign or transfer this agreement or sublet any part of the work embraced in it, except with the written consent of the City to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall be done in conformity with and be subject to all the provisions of the agreement specifications and requirements exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this agreement.

It is likewise agreed that the Contractor shall not assign either legally or equitably, any of the monies payable to him under this agreement, or his claim thereto, except with the written consent of the City.

PROTECTION OF PROPERTY

The Contractor shall protect all public property and private property from injury or loss arising in connection with this agreement. He shall, without delay, make good any such damage, injury or loss and shall defend and save the City harmless from all such damages or injuries occurring because of his work.

INSURANCE

The Contractor shall not commence work under this agreement until he has obtained all insurance required under Attachment A, and such insurance has been approved by the City, nor shall the Contractor's allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. **A current certificate of insurance is to be on file with the City during the entire contract period.**

ROAD WEIGHT RESTRICTIONS

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

ANY PART OF CONTRACTOR'S WORK FOUND TO DEVIATE FROM THESE SPECIFICATIONS, REQUIREMENTS AND/OR AGREEMENTS SHALL CONSTITUTE DEFAULT ON THE PART OF THE CONTRACTOR; AND THE CITY SHALL TAKE ALL ACTIONS NECESSARY TO PROTECT ITS BEST INTEREST INCLUDING BUT NOT LIMITED TO TERMINATION OF THE AGREEMENT, WITHHOLDING PAYMENT, ETC. FAILURE OF BIDDER TO PROVIDE PROPERLY CERTIFIED PAINT PRIOR TO COMMENCEMENT OF AGREEMENT AND/OR AWARD SHALL DISQUALIFY HIS BID.



CITY OF NOVI

SPRAYABLE THERMOPLASTIC MARKING MATERIAL

Overview

Sprayable Thermoplastic marking would be applied only upon request and in areas specifically requested by authorized City representative. If awarded, the City makes no guarantee regarding the quantity of work to be requested during contract period.

Materials

Glass Beads – Glass Beads used with Sprayable Thermoplastic are part of the Pavement Marking System and are supplied by the manufacturer.

Material Safety

The Contractor shall provide the DPW Director or his designee with Material Safety Data Sheets (MSDS) for all materials and supplies used for this contract. The Contractor shall properly dispose of unused material and containers in accordance with the Federal Resource Conservation Recovery Act (RCRA) of 1976 and the Michigan Hazardous Waste Management Act (ACT 64).

The City will **not** provide buildings or space to store Contractor's materials and/or equipment.

Construction Materials

Sprayable Thermoplastic material and glass beads shall be sprayed uniformly at a thickness of no less than 40 mils.

Application Limitations

All pavements should be more than visibly dry since subsurface moisture can be present in amounts sufficient to affect proper bonding of the Sprayable Thermoplastic material. The minimum ambient air and surface temperature shall be 50 degrees Fahrenheit and rising at the start of marking operations. If work is started and the air temperature falls below 50 degrees Fahrenheit, and continual cooling is indicated, all work shall be stopped, as directed by the Bidder's Supervisor.

The Sprayable Thermoplastic material shall be heated to and applied at the temperature range recommended by the manufacturer.

Measurement and Payment

The completed work shall be measured in linear feet and paid for at the contract unit prices for the following contract items (pay items). The skips in dashed lines are not included in the measurements.

There will be no fuel surcharge costs during this contract.



CITY OF NOVI

PAVEMENT STRIPING ESTIMATES

The City of Novi proposes the following estimated quantities:

Thermoplastic Pavement Marking, 4 Inch Yellow

4" Double Yellow	158,400 L.F.
4" 1 Solid Yellow / 1 Skip Yellow	132,000 L.F.
4" Skip Yellow	21,120 L.F.
4" Lane Reduction Lines	500 L.F.

Thermoplastic Pavement Marking, 4 Inch White

4" Skip White	26,400 L.F.
4" Solid White	179,520 L.F.

Waterborne Pavement Markings

<i>Railroad Grade Crossing Markers</i>	3 Units
<i>School Markings</i>	19 Units

Waterborne Intersection Markings

24" Stop Bars	7,000 Feet
Arrow (right, left and/or thru and/or combinations)	325 Units
Onlys	275 Units
4" Cross Hatching	4,500 Feet
6" Crosswalks (Standard, or longitudinal)	6,000 Feet
12" Continental Crosswalks	2,500 Feet

Waterborne Railroad Grade Crossing Markers

- (2) - at 9 Mile Road (East of Novi Road)
- (1) - at West Road (East of Beck Road)

Waterborne School Markings Locations

- (1) - at 11 Mile Road (West of Taft Road)
- (1) - at 11 Mile Road (East of Taft Road)
- (1) - at 11 Mile Road (East of Wixom Road)
- (2) - at Meadowbrook Road (South of 13 Mile Road)
- (3) - at Nine Mile Road (East of Beck Road)
- (4) - at Novi Road (13 Mile Road to 14 Mile Road)
- (2) - at Taft Road (South of 10 Mile Road)
- (1) - at Taft Road and Emerald Forest Drive
- (1) - at Taft Road (North of 11 Mile Road)
- (2) - at Willowbrook Road (10 Mile Road to Village Wood Road)
- (1) - at Wixom Road (North of 11 Mile Road)
- (1) - at Wixom Road (South of 11 Mile Road)

Waterborne Parking Spots:

- (91) - Main Street
- (74) - Brownstone Dr.
- (13) - Bond St.

Waterborne Bicycle Symbols:

- (58) - East Lake Drive
- (17) - South Lake Drive
- (5) - Taft Road
- Total: 80 Units

Waterborne Traffic Divisional Island:

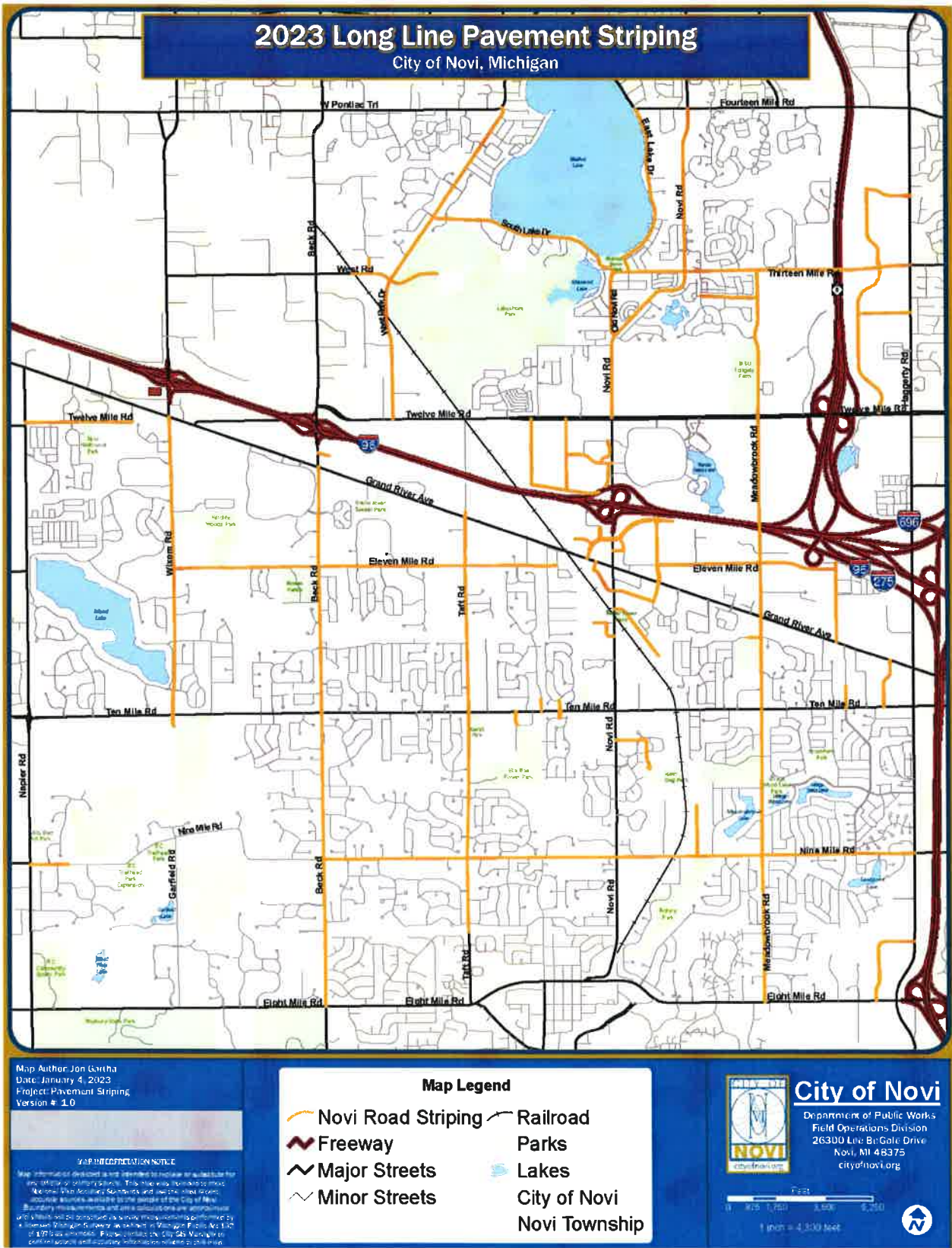
- West Oaks Drive at Novi Road
 - 6" White Continental Lines - 450 Linear Feet
 - 24" White Outline Lines - 200 Linear Feet
- West Park Drive at Pontiac Trail
 - 6" White Continental lines - 350 Linear Feet
 - 24" White Outline Lines - 200 Linear Feet

ALTERNATE #1 - PARKING LOTS (As Requested)

Parking lots include all parking spaces, crosswalks, handicapped marking, ADA marking, stop bars, and arrows and markings that currently exist at each location. Work will be done at the request of an authorized City representative. If awarded, the City makes no guarantee regarding the quantity of work to be requested during the contract period.

Parking lot locations:

Civic Center	45175 Ten Mile Rd., Novi, MI 48375
Police Headquarters (East & West lots)	45125 Ten Mile Rd, Novi, MI 48375
Field Services Complex (inside/outside)	26300 Delwal, Novi, MI 48375
Gun Range	26350 Delwal, Novi, MI 48375
Fire Station 1	42975 Grand River, Novi, MI 48375
Fire Station 2	1919 Paramount, Novi, MI 48377
Fire Station 3	42785 Nine Mile Rd., Novi, MI 48375
Fire Station 4	49375 Ten Mile Rd., Novi, MI 48374
Fire Station 5	25804 Beck Rd., Novi, MI 48374
Lakeshore Park	601 South Lake Dr., Novi, MI 48377
Rotary Park	22220 Roethel Dr., Novi, MI 48375
ITC Community Sports Park, all lots	51000 Eight Mile Rd., Northville, MI 48167
Ella Mae Power Park	Ten Mile Rd behind Civic Center
Pavilion Shore Park (East & West Lot)	43390 Thirteen Mile Road, Novi, MI 48377
Novi Dog Park	42400 Nick Lidstrom Dr., Novi, MI 48375
Wildlife Woods Park	26442 Wixom Rd., Novi, MI 48375
Bosco Fields	47481 Eleven Mile Rd., Novi, MI 48374
Villa Barr Art Park	22600 Napier Rd., Novi, MI 48374
Novi Water Tower Park	25460 Novi Rd., Novi, MI 48375
Village Wood Park	40944 Village Wood Rd., Novi, MI 48375
Novi Ice Arena	42400 Nick Lidstrom Dr. Novi, MI 48375
Novi Public Library	45255 Ten Mile Rd. Novi, MI 48375





**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

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

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

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

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

the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.

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

SAMPLE AGREEMENT

CONTRACT FOR PAVEMENT STRIPING SERVICES

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

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

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

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

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

Payment. The City agrees to pay the Contractor based on unit pricing in Exhibit A, payment to be made after satisfactory completion of the work and within thirty (30) days of receiving a final bill or invoice for the work from the Contractor, subject to verification of completion of work.

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

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

Inspections, Notices and Remedies Regarding Work. During the performance of the work by Contractor, City shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed

SAMPLE AGREEMENT

or other default in this Contract, City shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor, or, preserve the claims of defects or defaults without termination by written notice to Contractor.

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

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

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

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

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

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

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

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

Contract Term. The initial contract term shall begin on the date of the last signature on this agreement and end on February 28, 2024. Upon mutual consent of the City of Novi

SAMPLE AGREEMENT

and the successful Bidder, the contract may be renewed up to three (3) times in one (1) year increments.

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

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

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

Date: _____

WITNESSES AND DATES
OF SIGNATURES:

CONTRACTOR

By:
Its:

Date: _____



1965 Barrett Drive Troy, MI 48084



1965 Barrett • Troy, Michigan 48084

TO: CITY OF NOVI
FINANCE DEPARTMENT
45175 TEN MILE RD
NOVI, MI 48375

2/23/23
9:39 am
HJ

BID FOR: PAVEMENT STRIPING BID

BID DUE: THURSDAY, FEBRUARY 23, 2023 @ 2:00 PM

**REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, MARCH 20, 2023 AT 7:00 P.M.**

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

PLEDGE OF ALLEGIANCE

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

ALSO PRESENT: Victor Cardenas, Interim City Manager
Elizabeth Saarela, City Attorney

APPROVAL OF AGENDA:

CM 23-03-034 Moved by Crawford, seconded by Smith; CARRIED UNANIMOUSLY

To approve the Agenda as presented.

Roll call vote on CM 23-03-034	Yeas: Staudt, Casey, Crawford, Fischer, Smith, Thomas, Gatt Nays: None
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PUBLIC HEARINGS: None

PRESENTATIONS:

1. Foreclosure Prevention - Oakland County Treasurer Robert Wittenberg

Mr. Wittenberg thanked Mayor and Council for having him there that evening. He stated he has been in this position since July 1, 2021. He said the reason he was there that evening was because March 31 is the foreclosure deadline. He stated that it was a full court press getting out here and talking at council meetings and they are in the press trying to prevent foreclosure in the community, and all throughout Oakland County. He explained if anyone owes 2020 or prior year's property taxes, you are subject to foreclosure this March 31. He stated their goal is to get in touch with you to either pay those property taxes off in full if you are able to. He said if you are not able, they want you to reach out to their office, there are resources available, we can try to get you on a repayment agreement. He said more than anything, they wanted to let people know that they are there to help, and this is why they are trying to get out to as many communities as possible to let people know to contact their office at (248) 858-0611 or you can go to their website www.oakgov.com/treasurers. He stated they do what is called Taxpayer Assistance meetings (TAMS), they are one on one meetings and they are confidential. He mentioned they can do it over the phone, they can do it via Zoom, whatever is most convenient for you. He explained they will talk to you about their unique situation and how they can be helpful. He encouraged those that need help to go onto their website to schedule that meeting or call their office to schedule that meeting. He said that within their office they have a Financial Empowerment Center headed by Rita, and she is like a financial coach. He stated she will work with people on budgeting, seeing if there are other resources available to them, such as grants that are out there.

He said they want you to call their office for that help as well. He mentioned a nonprofit not affiliated with them, but they refer a lot of people to Lakeshore Legal Aid, they do a lot of great work in the community. He noted Lakeshore Legal Aid is a free legal clinic for low income families and senior and they do everything but criminal law. He said one of the things that they are really trying to let people know about a grant from the State, there are federal dollars that were spent, federal COVID Relief dollars that came to the State. He said there is a program that is called MI Half, the Michigan Homeowners Assistance Fund and this is a grant program that is administered by MSHDA, the Housing Development Authority here at the State and it is up to \$25,000 per household for delinquent taxes, if you are behind on your mortgage, your utility bills, condo fees, there are quite a few things that are covered up to \$25,000. He noted there is an income threshold, he believed it is up to 150% of AML. He said you can go on their website to see what number is based on how many family members and then you also have to show some kind of COVID hardship, but they are really lenient on this. He said any kind of loss of income due to COVID, increased expenses, health issues, family members, anyone that has been impacted by COVID. He believed they have had around 400 Oakland County residents who have applied for this program, and over three and a half million dollars has been given to Oakland County residents on this, you know for this program that might have programs specifically so it is money that is helping Oakland County residents so we have been really pushing people to apply for this program as well. He mentioned there is another program along those lines that started this year, it is similar to the one that is through MSHDA, and it is to help homeowners, called MY HOPE. He said you can look up that one, but it is also \$25,000 to households for energy efficient home repairs and that includes roof repairs, window upgrades and any kind of modifications to your heating and cooling systems. He wanted people to be aware of that as well. He wanted to reiterate, that they are there to help, but we do not know you need help unless you tell us you need help. Please reach out to their office at (248)858-0611 or go to our website at www.oakgov.com/treasurer. He stated that foreclosure is the last case scenario, it can impact the family, but their neighbors and a whole community and that is not something that they want to do. He said they want to work with all of you. We are really trying to spread this message that they are there to help. He appreciated Council having him there that evening and taking the time. He said he was there to answer any questions.

Mayor Gatt thanked him for a very comprehensive presentation that had a lot of information he did not know about. He said he was sure that people are watching. He said if there is anybody that is in trouble and needs help it is great to know that the Oakland County Treasurer's Office is there to help. He said he has been up here for 20 years and he did remember a local county treasurer coming to talk to us like that, it was very much appreciated. He asked that he repeat the phone number again. Mr. Wittenberg said the number is (248)858-0611, he said this is our busiest time of the year, because we are out here trying to do this. He mentioned if there is ever another issue that you want me to come, he would be happy to come by and say hello. He enjoyed getting out and about and getting to meet some new people and talk about the importance of the work that they are doing. He said it boils down to the fact that they are there to help, that is what government does, they are there to serve the public. They

are here to solve their problems and help them and he was happy to do that. Mayor Gatt thanked him again for the information and all that he does.

PRESENTATIONS FOR APPLICANTS OF BOARDS AND COMMISSIONS

Mayor Gatt announced there were eight people that signed up to be candidates for the Library Board, the procedure that we will have in place tonight, keeping in mind that every Councilmember has seen your application and resumes, if they were attached. He said they hope to know pretty much all there is to know about you and why you want to be a member of the Library Board. He explained that they will be given two minutes, and he will keep time so it is fair to everybody, at the end of two minutes he will stop the presentation. He stated they will be given two minutes to tell Council in their own words why they want to be selected to be part of the Library Board. He said there will be no announcements or decision that evening, that will happen at our next regular scheduled Novi City Council meeting.

1. Adrienne Breznau – Library

Adrienne Breznau said she has lived in Novi since 2017. She said she was there to talk about her interest in serving as a Library Board Trustee. She said she recently retired from the Royal Oak Public Library where she worked as the head of Access Services for the last five years. She mentioned in total, she has spent the past 15 years as a professional librarian in multiple states, she had a passion for public service. She stated now that she had a lot of free time, she would like to be able to use her skills and experience to give back to the city of Novi and her neighbors. She stated back in January, she met with Library Director Julie Farkus to discuss the needs and direction of the library and see if her abilities would be able to help the Library and see if her abilities would be able to help the Library achieve its mission. She noted many of the things she had done in her professional career align with the Library's current goals, especially planning and implementation. She also had experience supervising staff, creating, and reviewing policies, crafting, and implementing budgets, fundraising for her time spent serving as the Interim Director in Royal Oak. She believed the Library Board should be an advocate for the Library within the community and ensure the Library is able to meet the needs of its diverse patrons. She believed Trustees should be ambassadors for all the amazing and helpful resources the Library has to offer. She stated because she is a librarian, she already knows what is available and she was in a good position to be that representative for the Novi Public Library. She said unfortunately, libraries are coming under attack by censorship groups, so it is more important now than ever before for the Library Board to uphold the First Amendment and everyone's freedom to read. She believed the Trustees must defend the frontline staff through solid policies that empower and support them to do their jobs as professionals. She said if she was selected for the Library Board, she would make it a priority to continue to protect these values; support Library staff, promote the Library within the community, and be a good steward of taxpayer dollars to ensure the Novi Public Library has a financially stable future.

2. Ajeeta Gawalapu – Library

Ajeeta Gawalapu said she was a Novi resident for the past 24 years. She stated she is currently working as a senior manager at Cognizant in the IT Department for the past 24 years. She was interested in being considered for the position of Library Board Member. She mentioned she was a mother of two kids who have grown up spending a lot of time in our Library, and she believed she would be an excellent asset to the Library Board. She mentioned that over the years, she has witnessed firsthand the incredible impact the library has not only to her community, not only to her household, to all the community members also. She thought the Novi Public Library is more than just a place to borrow books. She said it is a community center that fosters creative thinking and imagination that serves not only specific group of people, but people for all ages, from children attending story time to seniors in high school, working on projects with their peers. She said as a member of the Library Board she would bring a unique perspective as a parent who has seen the benefits of library for many families and she understood the importance of early literacy programs such as story times, summer reading programs, STEM programs, and the impact they have on the child's academic successes. Furthermore, she stated she had a passion for promoting lifelong learning and would like to ensure the library continues to offer diverse programs that meets the needs of the community. She advocated for increased funding and resources to expand the library's collection and services. She added that due to the growing reliance on technology, she had a technology background. She felt our kids in Novi will put on a pedestal if they are exposed to AI technology, artificial intelligence from an early age as they go into the real world.

3. Jared Oluoch – Library

Jared Oluoch thanked the Mayor, City Councilmember's, and the audience attending the meeting that evening for listening to his presentation. He said he was an associate professor of computer science at the University of Toledo. He said he was happily married to his beloved wife and they have a son who turns five on April 14. He said whenever he looks at his son, as they go to the library, and he teaches him, it intrigues him to see that he is enjoying learning. He wanted to ensure that even our young citizens of Novi and even our senior adults have a widespread access to the library. He said his research focuses on information security, artificial intelligence, and machine learning and he had a passion for teaching and mentoring. He has mentored students from all walks of life. He hoped to bring to the Board his perspective from higher education. He commented on what he has learned every day from his son, as he spent time with him, to make sure that the success we have the books, the infrastructure, are publicly available to members of the public, but not only that, he felt like the culture of reading is almost getting away with young people these days, they are stacked with their devices, their phones, and so on. He said he would like us to try and change that perspective to encourage our city residents to spend time reading a book, get away from the phone a little bit, and just read books from the library. He hoped to learn a lot from the library and from the community. He thought what he would add to the library to the Board of Trustees if he got the opportunity which was his passion for teaching. He said he had a passion for learning and his passion for research and mentoring, to help bring this together to a city

resident so that we have a city that is full of people who are learning, because learning is lifelong. He said it does not stop when you finish high school or college, it is a lifelong career, statement and this he hoped to bring to the Board of Trustees if he got the opportunity.

4. Padmalehka Ramani – Library (absent)

5. Adam Stevenson – Library

Adam Stevenson thanked the Mayor and City Council; he said it was a humbling experience to be in front of this group of people who are applying for the Library Board. He said it reaffirms that he is in the right spot, as far as Novi, that explains why he was there. He stated he had a degree in Master of Library Information Science, he chose the tech route going in, he assists the Associate Director of Behavioral Health for experienced design, which is to say professionally, he observed things, how people use information and find ways to make them better. That is what he does. He said he grew up in a library in White Lake, it was a small community, but it did teach him the value of community service. He commented that was what all of you are doing, that service to the community and knowing that there are people who have just spoken about why they want to serve on the Library Board and how important they are, he echoed all of those things. He mentioned that he does embody public service, he has been a coach, a mentor, for the park district tee ball, he coached a couple of robotics teams and putting yourself out there, as any of these people are capable of doing is so important to allowing the community to be as strong as it is. He said you have seen what he can bring to the table and equally with these people can, it is so important that we are able to be here and give our time to the Board. He said as far as the Board's perspective, yes, the idea of the Library Board is to provide an excellent library, we want to make sure that it continues to be excellent. He believed as far as the policies and procedures, protecting the First Amendment, we do have a diverse community and making sure that we can ensure that the library does serve all of those people in their individuality, but as well as bringing the whole together forward. He thought the library is the kind of the paradigm of public information and making sure that it is available to everyone is so important. He loved the fact that Novi has brought together people who shared that value.

6. Ashleigh Taylor – Library

Ashleigh Taylor thanked the Mayor and City Council for the opportunity. She said she has been a resident of Novi for the last five years. She was a former senior admissions officer for the University of Michigan, Ann Arbor, where is where she obtained her bachelor's degree. She said she had a master's in higher education with a focus on educational leadership and student affairs from Eastern Michigan University. She stated that after leaving the University of Michigan back in 2020, she began working for herself as an independent educational consultant, where she worked with students and families who are navigating the complex college admissions process. She said she typically worked with those students who are applying to the most selective institutions and in doing that, they end up having to write a lot of college essays. She stated that since she applied to

college and she was sure many of you, the process has changed just so much. She knew how important early literacy is for the students who are now applying to school. She said the difference between the students that she is working with who are just going through the process on the regular basis, not really motivated or inspired, looks a lot different from those that she worked with who are really inspired and intellectually curious. She believed that really starts early, and it starts by being in the right environments. She commented that in just seeing that it has inspired her to want to put her own children in an environment that engages them intellectually. She said she has a son that recently turned 10 years old, he is a student at Parkview Elementary, and a four year old daughter who is at the Early Childhood Education Center. She said during the pandemic, as many of you know, you were all stuck at home, and she was so happy when the Library opened up, because it gave the an opportunity to get back out into the community and do something that was fun. She thought that over the past two years, they have come to recognize that the library can be that fun and inviting space for them. She stated that was the reason that she applied for this role because she wanted to continue to engage the young people, not just her own children, but also those students that she worked with in Novi and the surrounding communities.

7. Rachel Yamakura – Library

Rachel Yamakura said she has been a resident of the city of Novi since 2015 and she was there that evening as a mom of a six year old who loves the library. She said her commitment to equity has always been at the forefront of her work. She stated as a leader in public policy at SEMCOG and at the Detroit Public Schools Community District, she championed equitable school funding, holding our policymakers and legislators accountable to Michigan's public-school children. She said with the support of SEMCOG's executive leadership, she pioneered development and implementation of DEI initiatives within the organization ranging from internal HR practices to public policy. She was humbled to say that she led initiatives that have directly impacted the lives of 4.8 million of us living in Southeast Michigan. She said her philosophy is simple, results are achieved through people when perspectives are diverse everyone is celebrated, Institutions are intentionally inclusive, and opportunities are equitable, everyone wins. She explained that with that philosophy she has proven organizational success that have yielded her sustainable, inclusive and equitable outcomes for individuals in Southeast Michigan and beyond. She said at Lansing Community College where she served as the Director of Equity and Inclusion, she employed a data driven project management framework to lead institutional change through strategic collaboration and successfully embed DEI across campus. She said her commitment to institutionalizing and operationalizing equity and education and the world around her has been recognized by the Michigan Department of Civil Rights where she served on the Council for Government and Education on Equity and Inclusion. She lent her DEI expertise to Wayne State University Alumni Association and the University of Michigan Alumni Association. She noted that she served on the FBI Multicultural Engagement Council and she previously served on the ACLU of Michigan's Bail Reform and Legislative Advocacy.

8. Mike McGee – Library

Mike McGee understood Council had received his application for Library Board and said he would be happy to answer any questions they had. He said he was going to sound a lot like Rachel, and he wanted to spend a couple of minutes talking about what subject that is important to him personally and professionally, and that was DEI. He stated from his perspective, that has been a topic that has always been a challenge, frankly, for law firms. He said when he became a managing partner of our firm, and with the support of our board of directors, they embarked on a program which has been offered the law firms nationally called the Mansfield Program and they were not sure what they were going to get. He said he liked the Mansfield Program because it was very specific, it was hardheaded, it was practical in terms of its advice, so they kept at it now for about six years and they were very proud of the results. He said they have been able to reach a point in our organization where they are considered among for Mansfield purposes, the top 50 firms in the country and they were the only firm like that in Michigan, so they were happy about it. He said at the same time when he looked back at the business performance of the business over the same period they have had five of the best years they have ever had, this is a 170-year-old business. He stated what he took from that was, you do well, you are happy to do well, you can do well, by doing good. He explained that meant is that when management makes a serious and sustained commitment, as Rachel was saying, to the principles of diversity, which really means making sure people are seen making sure people are listened to and to have them believe that they are going to compete on an equal playing field, but everybody else you get good results. He said that was the perspective he would bring to the Board.

Mayor Gatt thanked everyone and noted that was a display of seven very passionate, educated, learned people who are trying for one opening on the Library Board. He said at our next regular scheduled meeting April 3, 2023 is when they will make their decision. He thanked everyone for coming and said they were welcome to stay for the rest of the meeting if they so desired.

MANAGER/STAFF REPORT:

Interim City Manager Cardenas has two quick things he wanted to let Council know per your directive. He mentioned they are currently fielding in servicing 2400 requests for limb pickup throughout the City. He said our crews that we have contracted are working overtime until 7:00 p.m. each night and working on some Saturdays, so we asked for the community's patience as we make their way through the community and picking up all these downed trees and limbs that have littered our residences lawn. He said construction season has begun and all of the on ramps to I-96 from Wixom Road, Beck Road, and Novi Road are now closed heading eastbound for the season. He said this is to help facilitate the construction of the flex lane on I-96. The eastbound lanes are closed this year, the westbound lanes will be closed next year. He said don't go east, stay right here in Novi, our businesses, and restaurants need your help, so please visit them as much as possible. Mayor Gatt asked about Ten Mile and Novi, what is going on there. Mr. Cardenas believed they are down to the last culvert in terms of making necessary repairs to the culvert replacing that before they will do the reconstruction project for Ten Mile,

so that will start eastbound he thought in the next couple of weeks. He said eastbound only we are hoping that the intersection of Haggerty and Ten Mile will be able to still access that and maybe start one way a little bit further west. He said there is a lot of construction going on , tactile start up here after this school year ends. He said Grand River west of the City is going to be pushed out to 2024 and Novi Road is under construction right now.

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

Joe Bertera 130 Rexton, Novi said he was there regarding the Lake Wall Subdivision, he said there were here a few weeks ago discussing regarding the ordinance trying to remove their dock from the neighborhood. He wanted to make sure the City Council is aware of what is going on in our neighborhood. He wanted to point something out on the overhead projector. Mayor Gatt informed him that he would have to have it approved before the meeting by City staff to use the overhead projector. Mr. Bertera said he would do that the next meeting. He said he had an advertisement from 1919 and it said their subdivision states every lot as lakefront privileges, and that was from 1919. He said we will fast forward 70 years when the city of Novi wrote an ordinance, about lakefront protection, development, that type of thing. He said the ordinance it talks all about cluster of condos, mobile home park developments, site plan approval, all these things that are obviously this ordinance was written to prevent future development of having a mas condo development on the lake with everyone having lake access. He said this ordinance was not intended to affect our 100-year-old subdivision. He noted in the ordinance, it says multiple housing, mobile home parks, granting access abutting the lake again, talking about developer site plan, a site plan approval. He stated that was all in May of 1986 In July of 1986, the previous owner of his house wrote that a grandfather clause should be included in this ordinance to protect the existing subdivision. He said if you go back to the ordinance it talks about a parcel of land contiguous to the lake shall be subdivided for a single family detached home. He said his neighborhood was existing for 70 plus years before this ordinance was written, the City Council at the time, was asked to put a grandfather clause in for all the backlot owners, and it was never done. He said he did not know, he was not here in 1986. I do not know if it was ignored or not, but he believe it is within this City Councils power to correct that ordinance. He asked that they give them a grandfather clause. He said he was a realtor, but the value of their homes are going to drop so significantly, by forcing this dock to come out, having less boats or whatever it is, they were not asking to have a 200 boat dock, like Mr. Staudt suggested at the beginning of the last meeting. He said it is not 200 boats, it is about 15 boats. He said while the Walled Lake side they have docks that are three times the size of theirs. He asked City Council to reconsider and amend the ordinance from 1986 for the existing homeowners of Lake Wall Subdivision.

Allen Scott, 115 N. Haven wanted to read of couple of affidavits from neighbors in their subdivision that do not have a boat on the dock, but very much care about it and voiced their opinion in these letters. One of the neighbors, his name is John Harvey, at 1321 W.

Lake Drive said his home is built on Lots 7 and 8 of Lake Wall Subdivision. He purchased the property in 1996 and moved in in 1998, it is a year-round residence. He knew that lot nine was the lake access for the residents of Lake Wall Subdivision. He stated that before he bought his property and built his home and ever since he lived there, the neighbors have put their dock in the water in the spring, moored boats and during the summer and then removed all of this and the fall. He stated living on the lake means, you are closer to your neighbors that in most subdivisions. He said the lots are narrower, and they all share the same backyard, the lake, it is easy to get in each other's way to be too loud, or to take up the road, etc. Having said that, he loved his neighbors. He enjoyed saying hello to them hearing them laugh watching the kids play and enjoy the water. He said the neighbors are respectful of his property and look out for him, as he looked out for them. He stated the people who live in the Lake Wall Subdivision live here because of the lake, we have a common interest that connects them. He was confident that ever since the subdivision was first planned, the original intent was that the lake be the center of the community. He said how people use the lake has changed over the years, but the basic intent is still present. He said today, boating is part of using the lake and the neighbors have been able to create an environment where people can enjoy boating, swimming, fishing, without infringing on his property or creating hardship for him. He said he was saddened to hear the City was putting so much time and energy into trying to change something that has been around for basically 100 years, he could not see how anyone is harmed by the current situation and he personally believed this is a waste of taxpayer money. Surely there are some more constructive activities that could take place with our time and money. Mr. Scott said again, that was from a neighbor to the right of the opposite of the person who is doing all the complaining who lives on the left side of the lawn. He said the next person, there is a church who doesn't pay taxes to the City, mind you, so maybe they are on the hit list also. He said her name was Catherine Gross and she said she was a member and clerk at the Beulah Missionary Baptist Church located at 139 N. Haven, their church was established at this location in the mid 1970's and they have used Lot 9 for baptisms, and the dock has been there all this time, they would come at between ourselves, how appreciative we were the respect of those who were quite impatient during their baptisms, and they wished the best for those who were not. They did not have cell phones back then so they don't have photographic evidence of this, and many of older members have passed or left town so otherwise they have more stories to share. She said in her affidavit that she would beg the City to drop this frivolous lawsuit against its taxpaying residents.

Jennifer Cooper, 131 Rexton said she was there regarding the Lake Wall Subdivision also. She wanted to tell her unique story and how this case is impacting their life. She said she has wanted to live on Walled Lake since she was 17 years old, that was 20 years ago. She stated after college and focusing on their careers they finally made the dream come true. She said they do not come from rich families; they work very hard for everything they have. They are a typical middle-class couple who cannot afford a million-dollar home on Walled Lake. She said in 2016 they purchased their home for two reasons, the location, and lake access with a dock. She commented that they put their blood, sweat, and tears into this property. She stated literally, her husband, her day, herself, the three of them tore down the existing 800 square foot cottage, dug their own foundation, started their house

built , the front porch, installed the drywall, floors, trim, plumbing, kitchen, the list goes on. She personally laid every piece of flooring by herself in their 2600 square foot home. She spent every weekend for years working to get this house done. She said they worked after their day job until midnight for months also in freezing cold winters with no heat to get the house done. She said they sacrificed seven years of sanity going insane, living at her parent's house, all to build the house and lake life that they always dreamed of. She said they spent years blowing up friends and family to get the house done all in hopes to one day invite them out on their boat that they planned on having docked all summer long. She stated their light at the end of the tunnel during blood, sweat, and tears was the thought of one day walking down to the dock and being able to jump out on their boat. She said now, after seven years of building their forever home and finally being able to buy the boat they always dreamed of as of this year and being able to dock it, that dream is being ripped away from them. She said they have always known that there is limited space on their dock, they knew that they would have to wait their turn. She said they passed up two spots already and are happily waiting patiently for another to open when someone leaves, there is no expectation to make space for them, they have never asked to extend the dock for further. She said to be hones if the dock is taken from their neighborhood they will probably sell their dram home an move out of Novi. She said it is very emotional for them. She said if that happens, you will have wasted eight young youthful years of her and her husband's lives. She said they worked so hard for so long. She asked that after hearing all our stories, please think about the emotional distress you would be putting us all through by taking the dock away from them.

CONSENT AGENDA REMOVALS AND APPROVALS:

CM 23-03-035 Moved by Casey, seconded by Thomas; CARRIED UNANIMOUSLY

To approve the Consent Agenda as presented.

- A. Approve Minutes of:
March 6, 2023 - Regular Meeting
- B. Adoption of Resolutions requesting the Michigan Department of Transportation (MDOT) include the existing bridges on 9 Mile Road over Thornton Creek and on Ashbury Drive over the Middle Rouge River in the State Local Bridge Program List for Replacement. If MDOT selects one or both bridges, the City of Novi will accept 100% of the design engineering costs and 5% of the total construction cost.
- C. Approval of the Zoning Map Amendment 18.739 request of Paradise Park to rezone the south part of the property at 45799 Grand River Avenue, located on the south side of Grand River Avenue and west of Taft Road, from OST, Office Service Technology to I-1, Light Industrial. The area to be rezoned is approximately 4.14 acres of the 8.03-acre site. **SECOND READING**
- D. Approval of Pawnbroker License renewal requested by Joseph Haddad, owner of Gold Buy and Jewelry, 41490 Grand River Avenue.

- E. Approval to renew Dispatch Agreement with the City of South Lyon beginning July 1, 2023 through June 30, 2026.
- F. Approval for the dissolution of the Housing and Community Development Advisory Committee and for its responsibilities to be reassigned to the City of Novi Beautification Advisory Committee.
- G. Approval of request for Pyrotechnics Display Permit by Brightmoor Christian Church to be operated by James Herr, on Wednesday, March 29 through Sunday, April 2, 2023 for their daily Easter programs.
- H. Approve the recommendation from the Consulting Review Committee (CRC) to proceed with advertising for Emergency Medical Transport Services.
- I. Approval of claims and warrants – Warrant 1128

Roll call vote on CM 23-03-035

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

Nays: None

MATTERS FOR COUNCIL ACTION:

- 1. Consideration to approve Purchase Agreement for property at the southwest corner of Eleven Mile Road and Beck Road, approximately 3.93 acres, 25901 Beck Road, Parcel No. 22-20-200-021 and amend the budget.**

Interim City Manager Cardenas commented that this is the last piece of the Bosco puzzle and is contiguous to the future home of the Jessica Star Splash Pad. He thought it was timely and everything is set and ready to go. He believed we have all the paperwork with our city attorney's office, and it is just awaiting your decision.

Member Smith moved to approve this item. He said it is an expensive piece of land, but the problem with buying a public land is that if we let it go once, it is gone, we will never get it back as a park. He believed the position is ideal to add on to the existing basketball field and he felt it was important that we get this land and turn it into a park.

Mayor Gatt put his two cents on the record. He echoed Member Smith and agreed 100%. He stated this is a valuable piece of property for the puzzle that we have put together and that puzzle was not an puzzle. He said as a result of that evenings action, if it passed, they were going to build a splash pad and they were going to have every bit of that property unencumbered with any commercial endeavor.

Mayor Pro Tem Staudt said this may be the last time they get to talk about Bosco. He mentioned back when the Signature Park failed more than 12 years ago, he did not think any of us ever envisioned having that property as part of our park system. He said Signature Park did not include the Bosco homestead at the time, which was purchased by the Griffin family, which they then took down the buildings, cleaned up the lot and

we are in a position now with this. He said the finalization of the Bosco exchange agreement with the Novi School District of having one of the most prime pieces of real estate in the middle of our city preserved for parks forever. He said this is what the residents would want, and he was excited to see it finalized, and thank you for making this property available to us.

CM 23-03-036 Moved by Smith, seconded by Staudt; CARRIED UNANIMOUSLY

Approval of the Purchase Agreement for property at the southwest corner of Eleven Mile Road and Beck Road, approximately 3.93 acres, 25901 Beck Road, Parcel No. 22-20-200-021, and amend the budget.

**Roll call vote on CM 23-03-036 Yeas: Crawford, Fischer Smith, Thomas, Gatt, Staudt, Casey
Nays: None**

2. Approval of Introduction of Ordinance 23-64.04, an ordinance to amend Chapter 2, Administration, Article V, Boards and Commissions, Division 2, Beautification Advisory Commission, Section 2-172., Composition. FIRST READING.

CM 23-03-037 Moved by Crawford, seconded by Casey; CARRIED UNANIMOUSLY

Approval of Introduction of Ordinance 23-64.04, an ordinance to amend Chapter 2, Administration, Article V, Boards and Commissions, Division 2, Beautification Advisory Commission, Section 2-172., Composition. FIRST READING.

**Roll call vote on CM 23-03-037 Yeas: Fischer, Smith, Thomas, Gatt, Staudt, Casey, Crawford
Nays: None**

CONSENT AGENDA REMOVALS FOR COUNCIL ACTION: None

AUDIENCE COMMENT:

Joe Bertera, 130 Rexton said he wanted to add to what his neighbor was talking about. He said he read an affidavit for one neighbor who lives on one side of their access lot. He was in full support of them keeping the dock, he had no problems with it. He said his neighbor wrote the affidavit and that was exactly what his neighbor wrote. He said the issue is on the other side where a woman lives that hates everybody, she stares out of her window at them. He said she has private meetings with Maureen Underhill at her house, they have coffee. He said she tells them she owns the lake, not just the bottom lands, she owns the lake, the view and everything. He said he was trying to figure out why the City Council or the City is listening to this one woman over everybody else. He said the one

neighbor on the one side does not have a problem with it. He stated his previous owner wrote a letter in 1986 that was ignored by the City Council. He said he was trying to get the facts out there instead of just the summary of what normally happens during a court proceeding. He pointed out from the city attorney in 1986, it said while we believe such regulation is permissible, we note that the attorney general has issued a contrary opinion, so this ordinance was passed, even though the Attorney General of the State at the time, who was Frank Kelly, had a contrary opinion to it. He wondered if the ordinance passed to segregate or discriminate against backlot owners, or was it for a future development, or to punish the people who have lived there for so many years. He stated earlier the way the subdivision was advertised was that it had lake access for all lots, and that is why he bought his house. That is why Jen bought her house. He said the City let this happen. He mentioned since 1986 multiple homes have been bought and sold in this neighborhood based on lake access and he can guarantee you as a realtor, his house is going to lose over \$100,000 worth of value. He said his neighbors house is going to lose \$150,000 where the value because the City let this go on for all the years while they attacked every subdivision around the lake. He said you are trying to take away the access, trying to put sewer lines down these accesses all the build their infrastructure without considering. He said their road was just paved 15 years ago, they might be the last non paved dirt road subdivision in Novi, they didn't pave the road, it was chip sealed, it was not asphalt. He said they are way up there in Novi, next to Walled Lake, they do not want to be ignored, they just want to be heard.

COMMITTEE REPORTS: None

MAYOR AND COUNCIL ISSUES:

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 7:47 P.M.

Cortney Hanson, City Clerk

Robert J. Gatt, Mayor

Transcribed by Deborah S. Aubry

Date approved: April 3, 2023



CITY OF NOVI CITY COUNCIL
APRIL 3, 2023

SUBJECT: Approval to award a contract for the administration of the 2022 Program Year for the Community Development Block Grant (CDBG) Minor Home Repair Program to McKenna & Associates in the amount of \$19,393.60.

SUBMITTING DEPARTMENT: Enter submitting department here

EXPENDITURE REQUIRED	\$19,393.60
AMOUNT BUDGETED	\$170,000 (includes administration and rehabilitation work)
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	264-264.00-891.000

BACKGROUND INFORMATION:

Each community receiving CDBG funding must bid public service contracts (greater than \$10,000) annually in order to comply with the grant's procurement guidelines. The City received two proposals, McKenna & Associates and Decima LLC, for program year 2022 CDBG Minor Home Repair (MHR) administration.

McKenna bid 20% of the total CDBG funds the City is receiving from the County for the MHR program. This is the max allowed by the grant for an administrative fee. McKenna was awarded the CDBG contract in the prior three years to administer program year 2019, 2020, and 2021. McKenna has done a great job administering the program. The City has received several letters and emails from residents complimenting the McKenna staff. McKenna has authorized 35 projects for repair services using program year 2019, 2020, and 2021 funds. There is currently no wait list and McKenna processes applications as they arrive.

Decima bid 15% of the total CDBG funds. Unfortunately, Decima's bid did not include a detailed explanation of the bidder's ability to manage and administer the MHR program. In addition, it was unclear based on their proposal if they had the capabilities, experience or were familiar with the CDBG minor home repair program.

RECOMMENDED ACTION: Approval to award a contract for the administration of the 2022 Program Year for the Community Development Block Grant (CDBG) Minor Home Repair Program to McKenna & Associates in the amount of \$19,393.60.

CDBG
Bid Tabulation Form

Description of Item: City of Novi CDBG Minor Home Repair Program - PY 2022

Proposals due March 23, 2023 2:00 p.m.

Vendor	McKenna & Associates	Decima LLC
Proposal Date	3/23/2023	3/23/2023
Phone #	(248) 596-0920	(260) 243-0591
Contact Person	John Jackson, AICP	Alex Baloch
Program Management	Not to exceed \$19,393.60	\$ 14,545.20
Labor & Materials	\$77,574.40	\$82,422.80
Total Program Amount	\$96,968.00	\$96,968.00
Comments		

The RFP was posted on the Michigan Intergovernmental Trade Network (MITN) website which emailed notice of the RFP to 198 firms registered in the categories of Home Management, Safe Housing, Administrative Services - All Kinds, Family and Social Services, Administrative Services of All Kinds, and Professional Services (Not Otherwise Classified).

MCKENNA

PROPOSAL TO PROVIDE

CDBG Minor Home Repair Administration

CITY OF NOVI, MICHIGAN



MARCH 23, 2023

Communities for real life.



MCKENNA

March 23, 2023

Ms. Sabrina Lilla
Deputy Finance Director
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

Subject: Administration of CDBG Minor Home Repair Program

Dear Ms. Lilla,

We are pleased to submit a proposal for our services in administering the CDBG Minor Home Repair program for the City of Novi. We believe you will agree that administration of the program for three years has been successful – to date, we have received over 60 applications and been able to authorize 35 projects for current Novi residents, with more applications expected in the coming weeks based on discussions with residents. Our planning professionals are highly qualified and experienced in administering these types of programs and our common-sense and responsive approach to facilitate funding of home repairs and rehabilitation will allow for the most effective use of the City's CDBG allocation for this project.

TEAM – EXPERIENCED AND LOCAL

Our team of planners is experienced in working on projects under the HUD “umbrella,” including Community Development Block Grant programs such as those for minor home repair. We know and understand the importance of housing rehabilitation in Michigan's communities and are enthusiastic in our implementation of these programs.

Brian Keesey, AICP, is a Senior Principal Planner and McKenna's GIS Manager and will continue to serve as project manager for the Minor Home Repair Program. Brian serves as the planner in nearby Lyon Charter Township and in that function administers the Township's CDBG Minor Home Repair Program. He is responsible for accepting applications, vetting projects and contractors, awarding contracts, and overseeing budgets and reporting for the program. His working relationship with the CDBG administration team in Oakland County will prove invaluable in serving the City of Novi.

Brian will be assisted by Jane Dixon, a Senior Planner with McKenna who has been handling many of the day-to-day inquiries from Novi's residents and contractors for the past two years. Her knowledge and personable demeanor have served the City well in presenting a professional, helpful, and happy face for the program.

UNDERSTANDING OF THE PROJECT

Based on the background information contained in the RFP document and our familiarity with the CDBG programs in Oakland County we understand the City is searching for firms qualified to administer the Minor Home Repair program for Program Year 2022. The selected firm will accept applications, verify resident qualifications, manage contractors, determine award amounts, and facilitate payment for services.

The qualified firm will also be responsible for managing the budget relating to this program and will perform any and all reporting duties to the City, County, and/or HUD.

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

☎ 248.596.0920
F 248.596.0930
MCKA.COM

Communities for real life.

In our administrative duties related to minor home repair programs, McKenna is responsible for vetting the credentials and references of independent contractors who submit bids for the work, ensuring that Oakland County Community Development Block Grant Procurement Guidelines are followed. Our proposal reflects our past experience and administration style for the City of Novi for the past two years and is intended to continue a similar administrative role for the City.

Our team has based the attached proposal on this understanding, with the aim of delivering maximum value to the City of Novi and its residents through this program.

We also are excited by the prospect of participating in the City's efforts to engage residents by getting the message out about the program – should the City wish to put out promotional materials to get residents to participate, we will gladly provide information, sit for interviews, or take part in any other steps to help garner interest in the program.

MCKENNA ADVANTAGES

McKenna has clear advantages for undertaking the administration of the City's Minor Home Repair program. In addition to our work in other municipalities, we now have nearly three years of experience working directly with the City and its residents, so we are familiar with the scopes and types of work that are typically requested by Novi residents. We have working relationships with the County Community and Home Improvement Division and are familiar with the reporting requirements of Oakland County for this program. We are also planners and professionals serving communities large and small in the Midwest – we understand the responsibilities that come with serving elected officials and City staff members.

Perhaps most importantly with a program such as the Minor Home Repair Program, though, is the ability to help efficiently facilitate housing rehabilitation projects that have real quality-of-life impacts on the residents of a community. We take this responsibility seriously and will provide the residents of the City of Novi the best level of service possible – with care, responsiveness, and a positive attitude.

We are certain that we are the best team to partner with the City of Novi in facilitating this program. We are eager to work with you, and we look forward to meeting with you soon to review our proposal. If you have any questions regarding our response, please do not hesitate to contact us at (248) 596-0920 or jjackson@mcka.com or bkeesey@mcka.com. Thank you.

Sincerely,

McKENNA

A handwritten signature in blue ink, appearing to read 'John R. Jackson', written over a horizontal line.

John R. Jackson, AICP
President

Section IX. SERVICE AGENCY AND MUNICIPALITY CONTACT INFORMATION

SERVICE AGENCY

MUNICIPALITY

Name: McKenna

Name:

Representative Name: Brian Keesey, AICP

Representative Name:

Phone #: 248.596.0920

Phone #:

Address: 235 East Main Street, Suite 105

Address:

Northville, MI 48167

E-mail Address: bkeesey@mcka.com

E-mail Address:

IRS #: 38-2213606

Section X. CONTRACT ACCEPTANCE

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity. CDBG funds may not be legally obligated until after the municipality has received the official award of funds letter for this program year.

SERVICE AGENCY

MUNICIPALITY

Name:

McKenna

Name:

Officer Name:

John R. Jackson, AICP

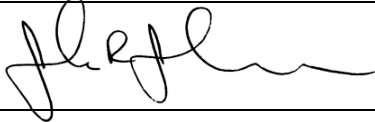
Officer Name:

Officer Title:

President

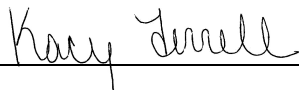
Officer Title:

Signature:



Signature:

Witnessed:



Witnessed:

Date:

March 23, 2023

Date:

**ADMINISTRATION OF
CDBG MINOR HOME REPAIR PROGRAM**



CITY OF NOVI, MICHIGAN

**ADMINISTRATION OF
CDBG MINOR HOME REPAIR PROGRAM**

PROPOSAL FORM

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

Description	% of Total Amount	Amount
Program Management/ Administration Fee	Hourly, not to exceed 20% of program %	\$ Not to exceed \$19,393.60
Labor & Materials	80% or more of program cost; see comments %	\$77,574.4 or more
TOTAL AMOUNT AVAILABLE FOR THE 2 YEAR PROGRAM*	100 %	\$ 96,968

* Please note: The total amount as shown covers the program management/ administrative fees AND the labor and materials for the home repairs. There will be no additional funds available.

We acknowledge the following addenda: _____
(please indicate addendum number)

COMMENTS: Administration of the project will be completed on an hourly basis per the fee schedule included in the proposal. Anticipated staff include Senior Principal Planner and Assistant Planner levels. Labor and materials to be performed and supplied by independent qualified contractors based on project-to-project competitive bid award.

PROPOSAL SUBMITTED BY:

Name (printed) John R. Jackson, AICP

Title: President

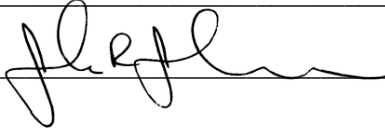
Company (Legal Registration) McKenna Associates, Inc.

Address 235 East Main Street, Suite 105

City Northville State Michigan Zip 48167

Telephone 248.596.0920 Fax 248.596.0930

E-mail jjackson@mcka.com

Signature  Date March 23, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2023

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

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

PRODUCER McNish Group, Inc. 26622 Woodward Ave. Ste 200 Royal Oak MI 48067		CONTACT NAME: certs@mcnish.com PHONE (A/C, No, Ext): 248-544-4800 E-MAIL ADDRESS: certs@mcnish.com		FAX (A/C, No): 248-544-4801
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : The Hartford		
INSURED McKenna Associates, Inc. 235 E Main St, Ste.105 Northville MI 48167-2499		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 331581892**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			35SBARU2022	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			35SBARU2022	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			35SBARU2022	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A	35WECPN2013	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Information Only

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2022

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

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

PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861		CONTACT NAME: Certs@pciaonline.com PHONE (A/C, No, Ext): (800)969-4041 FAX (A/C, No): (800)969-4081 E-MAIL ADDRESS: Certs@pciaonline.com	
INSURED McKenna Associates, Inc 235 East Main Street, Suite 105 Northville MI 48167		INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Ins. Co. NAIC # 37885 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:22-23 Connie Watts

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR5004469	10/1/2022	10/1/2023	Per Claim \$ 1,000,000 Ann Aggregate \$ 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes Only

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

AUTHORIZED REPRESENTATIVE

Mike Cosgrove/SUNNY

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CDBG

Minor Home Repair Administration

CITY OF NOVI, MICHIGAN

PREPARED MARCH 23, 2023 BY

MCKENNA
235 East Main Street
Suite 105
Northville, Michigan 48167

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Executive Summary



MCKENNA TEAM ADVANTAGE

- Unmatched responsiveness to clients.
- Professional, respectful, and caring interactions with residents and contractors.
- Current successful administration of Minor Home Repair programs in Oakland and Wayne counties.
- Working relationship with Oakland County Community and Home Improvement Division.

HUD EXPERTISE

McKenna is a Midwest – based consulting firm with a 45-year tradition of professional planning and community development assistance to Midwestern local units of government in meeting the intent and spirit of the U.S. Department of Housing and Urban Development requirements for planning and implementation of CDBG, HOME, and other HUD programs.

PROJECT TIMELINE

The City of Novi's RFP describes ongoing administration services for the Community Development Block Grant (CDBG) Minor Home Repair program, 2022 Program Year. McKenna understands the awarded contract will be administered until June 30, 2024 or until the funding is expended if the contract is extended.

MINOR HOME REPAIR ADMINISTRATION EXPERIENCE

Our team now has nearly three years of experience administering the Minor Home Repair program for the City of Novi and believe we have developed relationships with residents, local contractors, and the City's staff. Several contractors have done repeated jobs, and multiple residents have already applied for a second year of funding. We look forward to continuing this partnership with the City.

In addition, McKenna's proposed team of professional planners is experienced in administration of minor home repair and property improvement programs for other Michigan cities and townships. We oversee program progress spanning from project initiation (application), contractor vetting, awarding, work verification, payment, and reporting.

Introduction and Firm Profile



McKenna's downtown Northville, Michigan headquarters – a repurposed Ford Motor Company plant designed by Albert Kahn, built in the 1930s. Our work spaces reflect McKenna's commitment to our people, our communities, sustainable design and the rich technology heritage of the Midwest.

McKenna's team of talented planning, design and building professionals help municipal leaders develop and maintain communities for real life. From street festivals, neighborhood parks, and storefronts, to parking spots, coffee shops, and farmers' markets, we want your community to thrive. Headquartered in Northville with offices in Grand Rapids, and Kalamazoo, Michigan, McKenna provides planning, zoning, landscape architecture, community and economic development and urban design assistance to cities, villages, townships, counties, and regional agencies, as well as select private clients. Our success can be measured by the physical improvements to hundreds of McKenna client communities, and by our 45-year record of client satisfaction and on-time, on-budget delivery.

McKenna currently provides project services to more than 85 communities and private land investors in the Midwest. Anticipating and responding to change is a major distinction of McKenna's practice. Our innovation and depth of experience is a resource for public and private decision-makers; we are a corporation of 20-plus planners, building code experts, urban designers, and landscape architects formed under the laws of Michigan on May 2, 1978.

HEADQUARTERS

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E info@mcka.com

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F 248.596.0930
E info@mcka.com

KALAMAZOO

151 South Rose Street
Suite 920
Kalamazoo, MI 49007
O 269.382.4443
F 248.596.0930
E info@mcka.com

MCKA.COM



HUD PROGRAM EXPERIENCE

McKenna has a record of success in assisting partner entitlement jurisdictions with their HUD program requirements, including Consolidated Plans, Analyses of Impediments to Fair Housing Choice, Housing Needs Assessments, Housing Studies, Annual Action Plans, CDBG and NSP planning, and administration that meet and exceed HUD requirements and community expectations, while coming in on budget and ahead of deadline. Over the past 10 years, McKenna has helped communities secure millions of dollars in direct federal funding for local housing, community development, and economic development programs. Below is a list of entitlement communities for which McKenna has provided community development services:

Community Development Block Grant (CDBG) Minor Home Repair

City of Novi, Oakland County, Michigan
Lyon Charter Township, Oakland County, Michigan
Van Buren Charter Township, Wayne County, Michigan
Garden City, Wayne County, Michigan

Analyses of Impediments (AI) and Consolidated Plans (CP)

Alliance, Ohio (CP)	Lincoln Park, Michigan (CP and AI)
Ann Arbor, Michigan (AI)	Livonia, Michigan (CP)
Battle Creek, Michigan (AI, 2 CPs)	Macomb County, Michigan (CP)
Clermont County, Ohio (2 CPs, AI)	Midland, Michigan (AI)
Dearborn Heights, Michigan (CP and AI)	Michigan City, Indiana (AI)
East Lansing, Michigan (CP)	Saginaw, Michigan (CP)
Elyria, Ohio (CP and AI)	Sterling Heights, MI (AI)
Kalamazoo, Michigan (3 CPs)	Springfield, Ohio (CP)
Kent County, Michigan (AI)	Toledo, Ohio (CP)
Lima, Ohio (2 CPs)	Wayne County, Michigan (CP)

Housing Studies and Neighborhood Plans

Neighborhood Revitalization Plan, Bay City, Michigan
Comprehensive Housing Study, City of Battle Creek, Michigan
NSP2 Neighborhood Plan, City of Benton Harbor and Berrien County Land Bank, Benton Harbor, Michigan
Senior Housing Plan, Genesee County Metropolitan Planning Commission, Flint, Michigan
State-wide Senior Housing Study, Michigan State Housing Development Authority, Lansing, Michigan
Senior Housing Study, Dearborn Heights, Michigan
Senior Housing Market Analysis, Belleville, Michigan
Livingston County Housing Rehabilitation Program, Livingston County, Michigan
Romulus Residential Program, Romulus, Michigan
South End Neighborhood Revitalization Plan, Bay City, Michigan
Senior Housing Locational Analysis, Romulus, Michigan
Michigan State Housing Development Authority
Harmony Village Rehabilitation, Detroit, Michigan
Western V Community Conference Housing Study, Belleville, Michigan
Lincoln Park Housing and Community Development Program, Lincoln Park, Michigan
Senior Housing Action Plan, Fenton, Michigan
Housing and Community Development Plan, Romulus, Michigan
Hazel Park Housing Study, Hazel Park, Michigan
Highland Park Housing Assistance Plan, Highland Park, Michigan
Upper Floor Housing Study, Bay City, Michigan
Senior Housing Market Analysis, Ecorse, Michigan
Manchester Housing UDAG, Highland Park, Michigan
Housing Market Analysis, Frenchtown Charter Township, Monroe County, Michigan
Belleville Area Senior Citizens Non-Profit Housing Corporation, Belleville, Michigan
Addison Township Senior Citizen Non-Profit Housing Corporation, Lakeville, Michigan



AREAS OF SERVICE

Community Planning

- Master Plans (Cities, Villages, Townships, Counties and Regions)
- Neighborhood Preservation Plans
- Redevelopment Plans
- Corridor Plans
- Downtown Plans
- Growth Management Plans
- Park and Recreation Plans
- Capital Improvements Programs
- Community and Fiscal Impact Analysis
- Waterfront Planning
- Open Space Planning
- Historic Preservation Plans
- Transportation and Parking Plans
- GIS Analysis and Alternative Testing
- Access Management

Economic Development

- Public/Private Partnerships
- Brownfield Redevelopment Planning
- Downtown Redevelopment Action Plans
- Corridor Redevelopment
- Tax Increment Finance Plans
- Grant Applications
- Redevelopment Project Management
- Market Studies: Retail, Commercial, Residential, Industrial, Institutional
- Redevelopment Financing Assistance
- Land Assembly/Eminent Domain Assistance

Building Department Administration

- Zoning Administration
- Building Code and Zoning Enforcement
- Building Inspection
- Electrical, Mechanical and Plumbing Inspections
- Property Maintenance and Housing Inspection
- Landscape Construction Observation
- Code Enforcement
- Compliance with State
- Department Management Plans

Parks and Recreation

- Parks and Recreation Master Plans
- Park Design (neighborhood, community, regional)
- Ball Field Planning and Design
- Park and Recreation Facilities Design
- Bikeway and Trail Planning and Design
- Grant Applications
- Public Participation
- Universal and ADA Accessibility
- Park and Recreation Furnishings



On-Site Management Services

- Zoning and Planning Administration
- Tax Increment Finance Authority Management
- Downtown Development Authority Administration
- CDBG Administration
- Housing Rehabilitation
- Project Management – Capital Improvement Projects
- Redevelopment Project Administration
- Community Development Administration
- Economic Development Administration

Development Codes

- Zoning Ordinance
- Zoning Ordinance and Resolution Review and Preparation
- Continuing Advisory Services to Elected and Appointed Officials, Planning and Zoning Commissions, and Boards of Appeal
- Subdivision and Condominium Regulations
- Form-Based Codes
- Environmental Regulations – Wetlands, Woodlands
- Expert Witnessing and Court Testimony on Zoning
- Sign Regulations
- Annexation Advisory Assistance
- Sex-Oriented Business Regulations and GIS Testing
- Open Space Regulations
- Planning and Zoning Code Training Seminars
- On-Site Zoning Administration

Complete Streets and Transportation Planning

- Complete Streets Policy Development
- Complete Streets Design Guidelines
- Complete Streets Procedure and Implementation
- Corridor Plans
- Streetscape Plans
- Bicycle & Pedestrian Plans
- Bicycle Parking Plans
- Bicycle Sign Plans
- Bike Share Feasibility Studies
- Intersection Design & Crossing Plans
- Zoning and Regulatory Review
- User Maps and Wayfinding Studies
- Transportation Master Plans
- Site Plan Review of Transportation Facilities
- Circulation Studies Vehicles and Pedestrian
- TOD Studies
- Education and Training
- Transportation and Parking Plans
- Access Management
- Parking Studies

Public Participation (NCI Certified)

- Charrettes
- Hands-on Workshops
- Focus Groups
- Roundtable Discussions
- Surveys (telephone, online, direct mail)
- Public Hearings
- Open Houses
- Interactive Citizen Advisory Committees
- Youth Outreach
- Community Walks and Bike Rides
- Pop-Up / Storefront Workshops
- Consensus Building
- Participatory Decision-Making
- Interviews (one-on-one, intercept)
- Community Preference Surveys

Community Development

- HUD CDBG Administration
- Analysis of Impediments to Fair Housing
- Environmental Review Records
- Consolidated Plans
- Elderly Housing Assistance
- Five Year and Annual Action Plans
- CDBG Program Planning and Applications
- Housing Rehabilitation Administration
- Market Studies – Market Rate, Elderly and Assisted Housing
- Housing Market Studies (MSHDA approved)

Urban Design

- Community Design Plans
- Placemaking Strategies
- Parks, Greens, Commons and Plaza Design
- Streetscape Design
- Site Planning
- Community Character Planning
- Historic Park Design
- Computer Visualization (before/after)
- Design Review
- Site Evaluation and Selection
- Design Manuals
- Neo-Traditional Design (TND)
- Urban Form Pattern Books
- Mixed Use (residential, retail, office, public, institutional) Design
- Public Art

Sustainability Plans

- Sustainability Indicators Analysis, Evaluation Criteria, and Program Improvements
- Develop Neighborhood Stabilization Plans
- Green Infrastructure Plan for Community's Public Property
- Walkable/Bikeable Audits and Implementation Plans
- Community Master Plan, Strategic Plan, or Capital Improvement Plan
- Plan for Low Impact Development (LID) Components
- Local Planning and Zoning
- Access Management Plans for Transportation Corridors

Landscape Architecture

- Residential Development Plans (single family detached/attached; multi-family, elderly, mixed use, townhouses) Conventional & Cluster
- Site Analysis and Design
- Site Layout and Planning
- Construction Drawings and Construction Observation
- Landscape Architecture (MSHDA-approved)
- Arborist Services (tree surveys and maintenance plans)
- Greenways and Trail Planning and Design
- Native Plant Landscapes
- Wayfinding, Signs, and Interpretive Stations
- Environmental Performance Standards
- Public Art Development
- Public Space Design – Greenways, Bikeways, Streetscapes
- Wetlands, Woodlands, Groundwater, Aesthetic, and Vista Protection Regulations
- Sustainable Landscape Design



MCKENNA QUALITY ASSURANCE AND MANAGEMENT

Quality assurance is accomplished around 10 core quality management elements, or critical success factors. Under the direction of a Project Director, McKenna's Project Manager will accomplish these elements of managing projects.

Quality Elements:

1. **Client Service** – Building partnerships and satisfying client expectations.
2. **Client/Project Team** – Project manager-led teams with project roles and allocated resources.
3. **Scope/Deliverables** – Identifying and tracking fulfillment of project scope and deliverables.
4. **Work Tasks** – Identifying and monitoring work tasks and work flow.
5. **Schedule** – Identifying time frames and milestones, and progress reports with client.
6. **Cost Accounting** – Project Manager establishes budgets, invoicing and monitoring plan with Project Director.
7. **Contracts/Negotiations** – Preparing contracts, subcontracts and any amendments.
8. **Technical/Production/Communication** – Meeting technical and document production and communication requirements.
9. **Quality Management** – Project Director manages the quality of our services including sub-consultants.
10. **Communications/Meetings** – Ensuring ongoing formal communication with client and team.

McKenna carries out our quality management in three primary areas:

- Quality through project performance
- Quality through individual performance
- Project-specific quality management

Project Director and Manager - Each Project Manager has more than eight years' experience and tailors the program for each project individually, to ensure the standard of quality established by each client is achieved. The program is flexible, and can be adapted to meet the needs of large or small projects, and cross discipline lines.

Accountability - Communication is a most effective element in producing a successful project. Project teams hold regular work plan reviews with the project manager, task assignees, the department heads and others with a role in the project. Accountabilities are clearly identified and communicated, so that each project team member knows what is expected.

Targets - McKenna targets individual performance improvements using clearly defined roles and accountabilities for each professional involved in the project. Targets are available as a reference for setting goals and monitoring performance against standards and measurements.

Effectiveness - The effectiveness of our overall Quality Management Program demands that all personnel are aware of the professional, technical and ethical requirement of each project. Responsibility for implementation of the plan is team-wide under the direction of the Project Director. The Project Manager addresses the short- and long-term issues underlying the project. Project Managers also develop technical standards for the project, and procedures for implementing quality management, including a plan for timely completion of the project, while maintaining professional performance levels.

Client Satisfaction - A client satisfaction form will be provided at significant milestones as a quality control measure. Our level of performance will be graded and McKenna will make adjustments as requested by the City.

Project Understanding

Having administered CDBG programs for communities in the Detroit metro area, including the City of Novi, McKenna has a clear understanding of the work required to be performed to successfully distribute the City's Minor Home Repair allocation. Our administrative efforts and procedures align with the requirements of the United States Department of Housing and Urban Development (HUD) for CDBG programs and those of Oakland County's Community and Home Improvement Division.

We understand the City is seeking a provider to administer the Minor Home Repair program's \$96,968 budget for the 2022 Program Year (July 1, 2022 – June 30, 2024), with administrative costs not to exceed the CDBG limit of 20% of the total program. Through our experience we understand that the City funds 15-20 projects annually with the Minor Home Repair Budget and anticipates this volume to continue based on available funding.

A qualified Administrator is expected to have the capability, experience, and familiarity with requirements to effectively operate the program in accordance with CDBG program requirements. In addition to the requirements specifically outlined in the RFP, we understand administration of the Minor Home Repair program requires a friendly face and caring attitude. This funding can tangibly improve the quality of life for residents of the City, and our prompt attention and effort to be efficient in the review and award process shows the City truly cares to help its citizens.

Work Plan

In administering similar programs in nearby communities, McKenna has found the following procedural outline to result in effective and efficient completion of projects and awarding of available funding. This process allows us to comply with CDBG project vetting and reporting requirements that achieve HUD standards. However, if the City has made changes to the evaluation procedure we are expected to follow, we are happy to operate under an established framework.

We are experienced in the bidding process and have developed relationships with qualified contractors. Since Oakland County's Micro-transaction threshold is over the \$5,000 project cost, all projects funded through the program can be accomplished with a single bidder. As such, we perform a thorough vetting of proposing contractors to ensure the work will serve its intended purpose; we also have at the ready a team of building inspectors and officials to help validate the approximate cost of anticipated repairs if needed.

PRE-APPROVAL

Our first step toward awarding of minor home repair funding is the pre-approval process, which includes an application filed out by the resident. The work description should be well-defined and supported by photos or other information that can be recorded for reporting. We will work with the applicant to verify their income levels, ownership status, property tax status, insurance policy, among other information. We also walk through the Lead-based Paint notification and compliance certificate, smoke detector verification, floodplain review, and State Historic Preservation review, County Environmental Review, and other checks to ensure the project can qualify for CDBG funding.

BID AND CONTRACT AUTHORIZATION

Once a resident is pre-approved for participation in the program, they are able to move forward with the process of collecting quotes with an understanding they are eligible for funding assistance. Since all physical work performed will be accomplished by independent qualified contractors, we work hard to guide the applicant through the process of collecting quotes from contractors to perform the work.

When the quotes are submitted for review, we will check references, confirm contractor licenses and SAM registration are valid, and verify the scope of the quote matches the work described in the resident's application.

Once we have identified the qualified contractor to perform the work (typically, but not in all cases, the lowest bid from a qualified contractor) we will request authorization from the appropriate City of Novi representative to approve the contract amount. A contract is signed between the City and the contractor indicating the City has funding available and will pay the quoted amount for the work. Once signed, the work may begin (note: contractors are required to acquire permits for work if required by the building department).

PROJECT PROGRESS AND CLOSE-OUT

We work with authorized contractors to receive ongoing project updates; any required change orders will be processed and approved by McKenna and the City's representative in cooperation with the contractor.

Once notified of completion, we will verify that any and all permits are closed out to the satisfaction of the City's inspectors prior to authorizing payment on the bill. We will work closely with City staff to provide timely payment to the contractor.

ONGOING PROJECT AND BUDGET REPORTING

McKenna professionals will maintain a project tracking system to track applicants, projects, and the program budget; the information will be made available to the City at any point during the administration period, and we will submit a complete progress and budget report at the end of the contract duration.

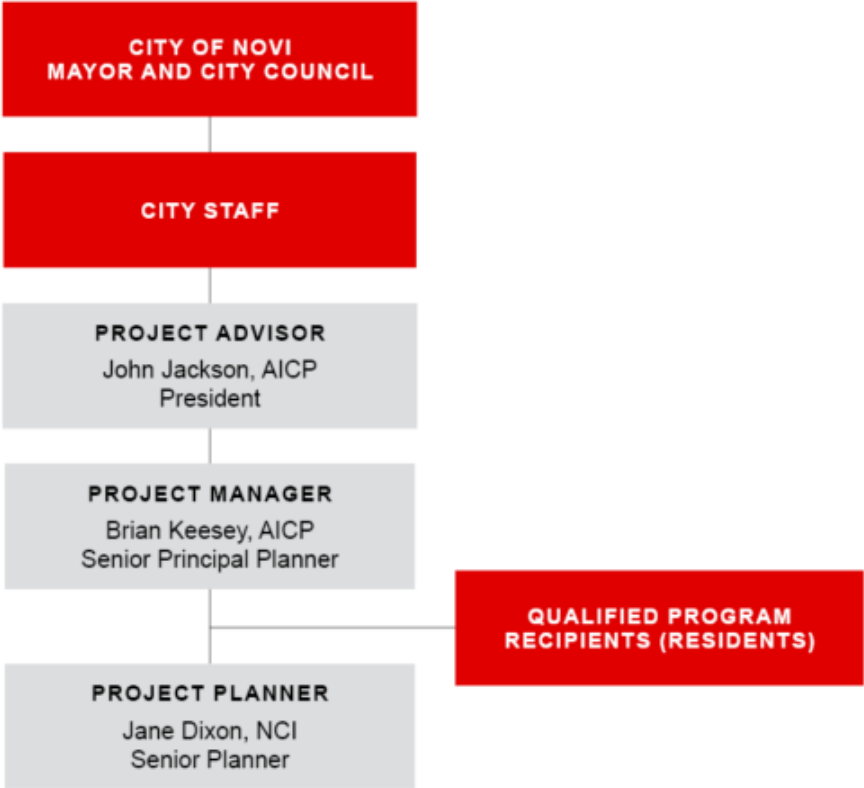
We are also intimately familiar with the annual and ongoing reporting requirements of the Oakland County CDBG program and will work with representatives of the County to provide the ongoing updates and information required to continue the City's program eligibility.

Project Organizational Chart

CDBG MINOR HOME REPAIR ADMINISTRATION

City of Novi, Michigan

- City of Novi
- McKenna Team





Brian Keeseey, AICP

SENIOR PRINCIPAL PLANNER / GIS MANAGER

EDUCATION

Master of Urban & Regional Planning
Michigan State University

Bachelor of Landscape Architecture
Michigan State University

MEMBERSHIPS

American Institute of Certified Planners
American Planning Association
Michigan Association of Planning

PROFESSIONAL EXPERIENCE

Land Use Planning and Administration

Provides support for citizens and developers with land use information and application procedures. Reviews small and large scale development proposals, site plans, and special use applications and recommends action to Planning Commissions and elected officials. Conducts agency review meetings, public hearings, and public input forums to ensure comprehensive analysis and sound planning and design principles. Provides guidance and analysis for owners of properties affected by FEMA's updated flood survey.

Zoning

Provides on-site administration of zoning regulations. Researches topics and drafts zoning ordinance amendments, including regulation of signs, mining operations, and wind energy conversion systems. Presents recommendations to Planning Commissions and elected officials.

Comprehensive Planning

Facilitates visioning and goal-setting sessions to guide master plan development. Provides demographic analysis using U.S. Census data and market studies highlighting community trends for the municipality to address. Guides the creation of policies to support municipal development goals. Provides graphic design and document layout for master plan updates, including formatting, photography, and presentation graphics.

Demographic Trend Analysis

Conducts studies on the effects of neighborhood gentrification on businesses in established commercial corridors, analyzing occupancy changes over several decades against known indicators of gentrification.

Capital Improvement Programs

Leads municipalities through the Capital Improvement Program process, including calls for proposals, organization of proposal presenters, the Planning Commission ranking process, formulation of summary reports, and recommendations to legislative bodies. Implements effective changes to the ranking process, evaluation criteria, and format of recommendation documents, as well as the formulation of a multi-year assessment process.



PROFESSIONAL EXPERIENCE

Signs and Wayfinding Systems

Researches and drafts ordinances to address changeable copy, electronic message boards, and content-neutral regulations, and presents to Planning Commissions and elected officials. Successfully coordinates the fabrication process, quality control, and installation of directional signage. Participated in Michigan State University's Campus Wayfinding Workgroup for the expansion of the wayfinding system. Designed street signs and wayfinding plans for MSU's East Lansing campus during its implementation of the Tri-County emergency response improvement initiative and collaborated with emergency response units, 911 call center, and law enforcement officials to ensure that all needs were met.

Geographic Information System (GIS) Analysis and Modeling

Provides analyses of U.S. Census data, consumer and market information, and development opportunities and patterns. Designs zoning and future land use maps for administration and comprehensive plans and develops online versions for public consumption using the ArcGIS Online platform. Administers databases of utility and infrastructure information. Completes numerous site surveys using GPS and Total Station software. Uses the resulting data to create Sketchup models and production graphics. Drafts site plans, engineering details and design documents using AutoCAD.



Jane Dixon, NCI

SENIOR PLANNER

EDUCATION

Master of Urban and Regional Planning
University of Michigan

**Bachelor of Arts in Political Science /
Bachelor of Arts in History**
Oakland University

HONORS

Certificate of Women in Leadership – Michigan Municipal League 16/50 Project
Michigan Association of Planning Student Project 2022 Award of Excellence

PROFESSIONAL EXPERIENCE

Public Engagement

Creates public engagement strategies centered on ensuring equitable, accessible, and continuous involvement from all segments of a community. Applies engagement best- practices through technology and in-person methods. Approaches public engagement creatively to ensure communication is designed for the unique needs of each initiative from master planning, zoning ordinance amendments, and special projects. Facilitates community wide planning and design charrettes, statistically valid surveys, and public workshops. Ensures that the vision of the community is incorporated into all planning outreach through communication guidelines.

Land Use Planning and Administration

Supports citizens and developers with information about land use and application procedures. Reviews small and large scale development proposals, site plans, and special use applications and recommends action to Planning Commissions and elected officials. Conducts agency review meetings, public hearings, and public input forums to ensure comprehensive analysis and sound planning and design principles. Streamlines application processes and establishes internal process improvements.

Zoning

Provides on-site administration of zoning regulations. Researches topics and drafts zoning ordinance amendments, including regulation of signs, marijuana-related businesses, and adaptive reuse. Presents recommendations to Planning Commissions and elected officials.

Comprehensive Planning and Recreation

Provides demographic analysis using U.S. Census data and market studies highlighting community trends for the municipality to address. Guides the creation of policies to support municipal development goals. Establishes land use trends and recommendations for future land use. Drafts market analysis of retail and housing sectors.

Administration and Program Management

Administers and manages state and federal grants for various municipalities. Provides support to residents and entities for efficient use of grant funds. Ensures compliance with all state and federal requirements for Community Development Block Grants.

MEMBERSHIPS

American Planning Association
Michigan Association of Planning

Professional Fees

McKenna proposes to perform the services described in this proposal on an hourly basis, with overall costs not to exceed the 20% program limit of \$19,393.60 for the program year.

Our proposed staff members are at the Senior Principal and Senior classification levels. However, there will be instances where specific experience of our other planners is required. All services performed will be billed hourly in accordance with the following schedule.

PROFESSIONAL FEE SCHEDULE FOR HOURLY RATED SERVICES

Professional Classification	Rate Per Hour*	
President	\$175	* Rates include the following overhead: Accounting, Advertising and Promotion, Books, Publications and Maps, Business Entertainment, Charitable Contributions, Computers, Furniture and Fixtures, Graphics Supplies and General Insurance, Interest, Legal, Licenses, Meals, Memberships and Subscriptions, Office Equipment, Office Space and Parking, Office Supplies, Postage (Except Overnight), Professional Dues, Software, Taxes and Telephone. These rates do not include photography, outside reproduction, document or materials purchases, which are invoiced additionally. Rates also do not include reimbursable costs for travel, courier, overnight mail, etc. Mileage will be invoiced at the Federal mileage rate. These hourly rates are valid through December 31, 2023, after which they may change per classification by a percentage equal to the increase in the Consumer Price Index for the prior 12 months per U.S. Department of Labor, Bureau of Labor Statistics.
Executive or Senior Vice President	\$160	
Vice President	\$155	
Director	\$145	
Senior Principal or Manager	\$135	
Principal	\$130	
Senior	\$115	
Associate	\$100	
GIS Specialist	\$90	
Assistant	\$90	
Intern	\$75	
Administrative Assistant	\$75	
Consultation, preparation for, and sitting as expert witness in legal matters.	\$200	

References and Letters

Name of Project: Lyon Charter Township
Administration of Minor Home Repair Program (CDBG)
Contact: Michele Cash, Clerk
58000 Grand River Avenue
New Hudson, Michigan 48165
248-437-2240

Name of Project: Charter Township of Van Buren
Administration of Property Maintenance and Blight Control Program (CDBG)
Contact: Matt Best, Director of Public Services
46425 Tyler Road
Van Buren Township, Michigan 48111
734-699-8900

Name of Project: City of Garden City
Administration of Housing Rehabilitation Program (CDBG)
Contact: Dale "Doc" Dougherty, City Manager
6000 Middlebelt
Garden City, Michigan 48135
734-793-1600



Honoring Yesterday. Building Tomorrow.



January 14, 2020

To whom it may concern,

For over 20 years, McKenna has administered the Community Development Block Grant (CDBG) program for Lyon Charter Township. The minor home repair program has been in place since 2008, aiding low-income residents of the Township in making impactful investments into their homes. Projects that qualify for minor home repair funding include roof, window, or door replacements, HVAC, plumbing, or electrical repair, and other physical improvements that impact the quality of life of our residents.

Since the minor home repair program was initiated, McKenna has helped the Township distribute funding for 30 projects. McKenna's consultants have administered the program for the Township, including:

- Receipt of the applications from our residents;
- Vetting the applications for completeness and qualifications;
- Corresponding with contractors and evaluating project quotes;
- Awarding funds;
- Managing available Minor Home Repair budget;
- Reporting to Oakland County's CDBG Administrators.

We have been very satisfied with the service McKenna's team has provided for our residents in dispersing Lyon Township's minor home repair funds. The program has been administered in a timely, courteous, and professional manner; we are confident in the work that McKenna continues to perform for the Township and do not hesitate to recommend their services for administering a minor home repair program.


John Dolan
Supervisor


Michele Cash
Clerk


Patricia Carcone
Treasurer

58000 Grand River Ave. New Hudson, MI 48165 Phone 248.437.2240

John Dolan *Supervisor* - Patricia D. Carcone *Treasurer* - Michele Cash *Clerk*

Lise Blades *Trustee* - Kristofer Enlow *Trustee* - John Hicks *Trustee* - Sean O'Neil *Trustee*

www.lyontwp.org

January 14, 2020

City of Novi, Michigan
Community Development Block Grant Administrator

Dear Sir or Madam,

McKenna has administered the City of Garden City's Community Development Block Grant (CDBG) program for a number of years - either in whole or part since 1990. Garden City is a sub-recipient of Wayne County's entitlement CDBG program and – on top of conducting traditional “bricks and mortar” style projects – has long focused on housing rehabilitation for low- to moderate-income households.

We have found that McKenna “does what it takes” to accomplish our objectives, persistent in spite of changing funding levels, objectives, County staffing / administration, and increasingly tight spending deadlines. We have found their professionals to be sensitive and dedicated to our residents and responsive to our staff. In addition to serving as the CDBG administrator, McKenna has served as the City's planning consultant during the last three decades.

Typical roles required under our program that McKenna has successfully conducted are:

- Managing the annual application for funding process;
- Developing annual projects and qualifying the projects under the County's and HUD's regulations;
- Preparing and submitting required reports;
- Administering the housing rehabilitation program, from maintenance of files and intaking applications to administering construction contracts and submitting all paperwork for reimbursement;
- Administering “bricks and mortar” projects such as rehabilitation of City facilities, ADA-compliance improvements to public spaces, and the like.

In acknowledgement of the City's and McKenna's longstanding relationship, I offer this letter of recommendation. Please let me know if you have any questions; you may email me at DocD@GardenCityMI.org

Sincerely,

Dale “Doc” Dougherty
City Manager



Charter Township of Van Buren

BOARD OF TRUSTEES

SUPERVISOR
Kevin McNamara

CLERK
Leon Wright

TREASURER
Sharry A. Budd

TRUSTEE
Sherry A. Frazier

TRUSTEE
Kevin Martin

TRUSTEE
Reggie Miller

TRUSTEE
Paul D. White

To whom it may concern,

In 2015, McKenna began the Property Maintenance & Blight Control CDBG program in Van Buren Township. The program has been immensely effective. During this time, we have observed visual improvements to neighborhoods throughout the Township. Since the inception of the program the McKenna team has accomplished the following:

- Issued notices to and had voluntary compliance with demolition of unsafe structures at 20+ properties.
- Issued notices to and had 40+ structures rehabilitated by property owners.
- Programmed CDBG funds and successfully used those funds to bid out and complete demolition activity at 21 properties.
- Have worked successfully with Wayne County for all of the demolitions.
- Have 40+ ongoing property rehab and demolition cases, actively working with property owners to get properties rehabbed and maintained.
- Filed the required quarterly reports and annual report required by Wayne County and HUD for compliance with their rules.

To fulfill these accomplishments, it's required McKenna to develop a close relationship with Housing & Urban Development (HUD), the Wayne County CDBG Program, and property owners in the Township. Fortunately for the Township, this close relationship and success have become a routine process for the Blight Control & Property Maintenance CDBG program at Van Buren Township. Therefore, we have found McKenna to be an invaluable component to our Blight Control & Property Maintenance CDBG Program.



Matt Best
Director of Public Services



DECIMA LLC



030323 CDBG - Administration of CDBG Minor Home
Repair Program

16870 Schaefer Hwy, Detroit, MI 48235

260-243-0591 | decimaai.com | alex.baloch@decimaai.com

030323 CDBG - Administration of CDBG Minor Home Repair Program

Due date: 03/23/2023 02:00 PM EDT

RFP Number: 030323

Prime Contractor Name: Decima LLC

Authorized representative: Alex Baloch

Title: President

Address: 16870 Schaefer Hwy, Detroit, MI 48235

Phone Number: 260-243-0591

E-mail: alex.baloch@decimaai.com

Proposal ID	
BDNET20962	
Order Date	Order Time
03/23/2023	2:00 PM EDT



Point of Contract Signature

Company Overview:

Decima, established in 2018, delivers a complete suite of services including but not limited to design-build, operational maintenance, and optimized turnkey solutions that are smarter, eco-friendly, economical, safe, and sustainable. Our domain of expertise includes construction management, project management, cost estimation, electrical, mechanical, industrial automation, renewable energy integration, and IT services. Our team of professionals possess multi-disciplined experiences, with a legacy of delivering high-quality and value-oriented results. The innovative solutions at Decima are based on extensive R&D to keep pace with the digital revolution.

Proposal Introduction:

Decima is looking forward to fulfill all requirements given by the city, and ensures to complete the project on given time.

At Decima, we pride ourselves on our ability to offer a wide range of services in the housing industry. With our expertise in both home repair services and construction, we have the capacity to handle any job, no matter how big or small. Our skilled team of professionals can provide repairs for minor issues such as leaky faucets, downspouts, gutter, siding, water and waste lines and furnaces, replace light fixtures and install switches as well as tackle larger projects such as kitchen and bathroom remodels, room additions, and new construction. Our comprehensive approach to home services ensures that our clients receive high-quality workmanship and exceptional customer service. We are committed to meeting the unique needs of each of our clients and providing them with the best possible solutions for their home repair and construction needs.

We believe in standing out. We stand out with our unique, secure and efficient management platform and consultants. It helps us in managing project resources, finances, and schedule from project planning to closeout. This will provide us performance data, daily progress reports, day ahead planning, task allocations, and efficient management of project resources.

We are committed to provide technical, well trained certified team of professional to carry all the activities set forth in the RFP documents and as per customer satisfaction.



**NOTICE - CITY OF NOVI
REQUEST FOR PROPOSALS**

**ADMINISTRATION OF
COMMUNITY DEVELOPMENT BLOCK GRANT
MINOR HOME REPAIR PROGRAM**

The City of Novi is seeking proposals from qualified service agency providers to manage and administer a **Community Development Block Grant (CDBG) Minor Home Repair Program** for the 2022 Program Year beginning July 1, 2022. The program will provide minor home repairs to qualified low and moderate-low income residents of the City of Novi.

Proposals must include a detailed outline on how the program will be managed and administered.

Proposals will be funded with Community Development Block Grant (CDBG) funds and the administrator must be familiar with, and comply with, all applicable CDBG requirements. When awarded, the term length of the contract will be two years (2) years (from July 1, 2022 – June 30, 2024).

Sealed proposals will be received until **2:00 P.M.** prevailing Eastern Time, Thursday, **March 23, 2023.**

Proposals may be uploaded to the MITN website at www.mitn.info, OR a hard copy submitted to: **City of Novi, Attn: Finance Department, 45175 Ten Mile Rd., Novi, MI 48375-3024.** Mailing envelopes must be plainly marked "ADMINISTRATION OF CDBG MINOR HOME REPAIR PROGRAM" and must bear the name of the Proposer.

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

All proposals must be signed by a legally authorized agent of the proposing firm.
ENVELOPES MUST BE PLAINLY MARKED

"ADMINISTRATION OF CDBG MINOR HOME REPAIR PROGRAM"

AND MUST BEAR THE NAME OF THE PROPOSER.

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

Tracey Marzonie
Purchasing Manager

Notice dated: March 3, 2023



March 3, 2023

Dear Service Provider:

The City of Novi is accepting proposals from qualified service providers to manage and administer a Minor Home Repair Program for qualified low- and moderate-low income residents of the City of Novi.

Proposals must include a detailed explanation of the proposer's ability to manage and administer the Minor Home Repair Program, capability of provider having available contractors and staff to do the work required, detailed cost and/or fees charged to run the above program, and reference letters of experience. This program will be funded with Community Development Block Grant (CDBG) funds; therefore, all CDBG program requirements will apply.

All proposals will be evaluated using the following criteria:

1. CAPABILITY – Provider's ability to have and maintain qualified contractors and staff on hand to do required CDBG minor home repair work. All repair work is to be completed in an efficient and well-organized manner.
2. EXPERIENCE – Provider's past experience regarding this type of administration of service will be considered under this criterion. Please include a minimum of three (3) reference letters of experience with proposal request.
3. FAMILIARITY (with CDBG requirements) – Provider's familiarity with the Community Development Block Grant (CDBG) program requirements and ability to comply with all CDBG required guidelines.
4. COST – Costs and/or fees charged by provider to manage and administer this CDBG Minor Home Repair Program to the residents of the City of Novi.

If you have any questions regarding this request for proposal, please contact me at (248) 735-5692 or slilla@cityofnovi.org.

Sincerely,

Sabrina Lilla
Deputy Finance Director

**COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE CONTRACT
PY 2022**

**City of Novi
Municipality**

Decima LLC

Service Agency

Effective Date: **July 1, 2022**

Ending Date: **June 30, 2024**

This contract shall be effective for 2 years from the beginning effective date or when funding has been expended, whichever comes first. Contracts should not exceed 2 years in duration.

CONTRACT FUNDING SOURCES:

Community Development Block Grant (CDBG) Program Year: **2022**

CDBG program management/administration fee: \$xx,xxx.xx

CDBG program labor & materials: \$xx,xxx.xx

Total CDBG Dollar Amount of Contract: **\$96,968.00**

Section I. AGREEMENT

This contract is made this day, ___/___/_____, between _____
(Name of Service Agency)

hereinafter designated as the "Service Agency", having its principal office at

(Service Agency Address)

and, _____City of Novi, Michigan_____, hereinafter designated as the
"Municipality",
(Name of Municipality)

having its principal office at 45175 Ten Mile Road Novi, MI 48375.

Section II. PURPOSE

A) The purpose of this contract shall be:

To provide Minor Home Repair (and mobile home repair) services utilizing designated Community Development Block Grant Funds in the amount specified above.

Minor Home Repair Programs are designed to help low to moderate income resident homeowners within the City of Novi complete more complicated home maintenance. Minor Home Repair Programs are subject to federal lead based paint regulations. Minor Home Repair jobs that require addressing lead based paint must be completed by certified lead abatement contractors. The contractor(s) doing these jobs must be licensed and carry liability, property damage and worker's compensation insurance in the kind and amount specified by the City of Novi. Minor home repairs include, but are not limited to the following:

1. Cleaning, adjusting and repair of furnaces
2. Testing of furnaces
3. Repair or replacing water heaters
4. Replacing garbage disposals
5. Replacing toilets
6. Replacing tub faucets, shower heads, laundry and kitchen faucets
7. Repairing water and waste lines
8. Rod sewer lines
9. Changing electrical services
10. Replace defective light fixtures
11. Install switches and light at entry ways
12. Replace defective wiring
13. Replace entrance doors
14. Repair or replace porch decks, stairs and handrails
15. Reinforce porches
16. Replace defective windows
17. Install storm doors
18. Install storm windows
19. Repair roofs, downspouts, gutters and siding
20. Repair chimneys
21. Clean chimneys
22. Paint interior and exterior (See lead based paint provisions)
23. Remove large items or large amounts of debris from in and around the home
24. Remove architectural barriers
25. Correct single code violations
26. Repair sidewalk and driveways
27. Replacing plaster/drywall on walls and ceilings
28. Connect residences to municipal water and/or sewer lines
29. Install battery operated or hard wired smoke detectors
30. One-time insect extermination

Minor Home Repair Programs cannot exceed \$5,000. The exception is a one-item job that exceeds \$5,000 and does not affect any interior or exterior painted surfaces. Homes that

require more work than \$5,000 or substantial improvements should be referred to Oakland County's Home Improvement Program.

All of these programs are designed to benefit low to moderate income resident homeowners within the City of Novi. To qualify a household for the Minor Home Repair Program, annual gross household income and ownership of the home must be verified and cannot exceed the Section 8 limits as established by the U.S. Department of Housing and Urban Development.

A file must be maintained for each applicant served under this program that contains an application, proper income/ownership verifications and all other necessary documentation required as proof of compliance with all applicable Federal regulations and Oakland County Community Development guidelines and requirements as established under the grant. These programs must be open to outside auditors and City personnel as required by federal regulation.

All Minor Home Repair projects must be competitively procured, based on Oakland County Procurement guidelines.

B) Federal CDBG Performance Measures are pre-determined for public service activities and include: Goal - Improve Quality of Life; Objective - Suitable Living Environment; Indicator - # of Low/Moderate Income Persons with New Access to Service as reported in the Direct Benefit Activity Report; Outcome - Improved Availability/Accessibility.

Section III. THE SERVICE AGENCY'S RESPONSIBILITIES

The Service Agency shall:

- A) Maintain records pertaining to the monies received and services provided in accordance with this agreement for a minimum of four years from the completion of this agreement. Allow the County of Oakland, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States and any of their authorized representative's access to financial records pertaining to Community Development Block Grant Funds and this agreement for the purpose of audit or examination.
- B) Provide the Municipality and Oakland County Community & Home Improvement Division a specific unit(s) of measure for all services.
- C) Provide the Municipality invoices for services rendered based on actual costs.
- D) Submit payment requests that include required supporting documentation monthly or quarterly. Required documentation includes the "Direct Benefit Activity Report" to capture client information.
- E) Provide management and personnel to adequately perform/administer the services prescribed by this agreement, including administering the application review process, performing all necessary pre-inspections to determine scope of requested repair, awarding all Community Development Block Grant Minor Home Repair projects to qualified City of Novi applicants (applicant qualifications are to include, but not limited to, CDBG income verification for applicant based on previous year's income tax returns, home ownership verification that dwelling is applicant's primary residence),

proper bidding and hiring of qualified and licensed contractors to provide minor home repairs to homes of qualified applicants, securing licensed lead contractors to do lead work, performing inspections during and at completion of minor home repair projects for each applicant, handling all complaints/concerns from applicants in a timely manner, complying with all CDBG Minor Home Repair Program regulations in addition to meeting all State and Local laws, ordinances, codes and regulations.

- F) Be solely responsible for any and all taxes (federal, state and/or local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Agency or any employee thereof; and shall hold the Municipality harmless from any and all such payments.
- G) Provide insurance in the kind and amount specified by the Municipality. The Municipality shall be named as an additional insured thereon and furnished with a certificate thereof when applicable. See Attachment A.
- H) The Agency will not solicit or apply funds from any other source for the services reimbursed under this agreement.
- I) Agency will comply with all CDBG regulations set forth by Oakland County, including but not limited to, completing all Historical Clearance Applications (when applicable), Direct Benefit Activity (DBA) Reports, Lead-based Paint Compliance Certification Forms (along with homeowner's signature on back of form stating they have received "Protect Your Family From Lead in Your Home pamphlet), Housing Rehabilitation and Minor Home Repair Environmental Review Forms, and taking photographs of the applicant's dwelling (if applicable) and submitting same to the City of Novi with each payment request.
- J) Oakland County Community Development Block Grant Procurement Guidelines shall be followed for bidding and awarding of all Minor Home Repair projects to qualified contractors. It shall be the Agency's responsibility to bid for contractors to do minor home repair improvements for applicants and properly award same. The Agency shall maintain a proper log of all bidding/awarding processes and submit all paperwork regarding process to City of Novi for CDBG auditing purposes.

Section IV. THE MUNICIPALITY'S RESPONSIBILITIES

The Municipality shall:

- A) In consideration for services rendered by the Service Agency, pay a total sum not to exceed the CDBG program year funded amount specified above.
- B) The municipality shall require written documentation of the client benefit qualification to be kept on site with the agency.
- C) The municipality must monitor the service agency at least once during the contract period.
- D) Recompose the Service Agency upon receipt of a payment request that includes accurate required supporting documentation from the Service Agency in amounts and

time intervals as specified here.

Section V. COMPLIANCE

- A) The Service Agency shall comply with applicable laws, ordinances, codes and regulations of the Federal, State and local governments.
- B) Client Eligibility: All clients served under this agreement shall be qualified via either the HUD section 8 income verification or the HUD "presumed benefit" verification.

Section VI. DISCRIMINATION PROHIBITED

The Service Agency shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Service Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, marital status, sexual orientation, or gender identity be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract.

Section VII. PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

Section VIII. GENERAL CONTRACT PROVISIONS

- A) Merger or Integration: This agreement constitutes the entire agreement between the Service Agency and the Municipality with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.
- B) Modification, Assignment or Subcontracting Absent Prior Written Consent: No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Service Agency and the Municipality. Any alterations, additions or deletions to the terms of this agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this agreement on the date designated by law, regulation or directive.
- C) Termination: Either party may, at any time during the life of this agreement, terminate this agreement by giving thirty (30) days written notice to the other party and Oakland County Community & Home Improvement Division of its intention to terminate and an

opportunity for consultation prior to termination. In the event of a termination, the Municipality's obligation shall only be to reimburse the Service Agency for services rendered up to notification of termination.

- D) Addendum: A contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the Municipality and the Service Agency indicating the exact changes. The Municipality shall provide a copy to Oakland County Community & Home Improvement.
- E) Hold Harmless: To the fullest extent permitted by law, the Service Agency agrees to indemnify, pay in behalf of, and hold harmless the Municipality, Oakland County Community & Home Improvement, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the Municipality and/or County, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the Municipality and/or County, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with the activity authorized by this contract.
- F) Confidentiality: The use or disclosure of information by the Municipality or Service Agency concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless required by law, statute or other legal process and is disclosed to Oakland County Community & Home Improvement.
- G) Disputes: The Municipality shall notify the Service Agency in writing of its intent to pursue a claim against the Service Agency for breach of any terms of this agreement. No suit may be commenced by the Municipality for breach of the agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Municipality at the request of the Service Agency must meet with an appointed representative of the Service Agency for the purpose of attempting to resolve the dispute. The Service Agency shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.
- H) Notices: Whenever under this agreement a provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below. A copy shall be provided to Oakland County Community & Home Improvement.
- I) Equal Employment Opportunity: The Service Agency shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity, "as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- J) Copeland "Anti-Kickback" Act: The Service Agency shall comply with the Copeland "Anti- Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor

regulations (29 CFR part 3). (Applies to contracts and sub grants for construction or repair]

- K) Reporting/Monitoring Requirements: The Municipality shall monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis.
- L) Patent Regulations: The Service Agency shall comply with the Municipality's requirements pertaining to patent rights with respect to any discovery or invention, copyrights and rights in data which arise or is developed in the course of or under such contract.
- M) Debarment, Suspension, Ineligibility and Voluntary Exclusion
The Service Agency shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Contractor shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the GSA's System for Award Management (SAM) (<https://www.sam.gov/>), Oakland County Community & Home Improvement Division has determined, as of the date of this contract that the Contractor is not excluded from Federal Procurement and Non-procurement Programs.
- N) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Section IX. SERVICE AGENCY AND MUNICIPALITY CONTACT INFORMATION

SERVICE AGENCY

MUNICIPALITY

Name: Decima LLC

Name:

Representative Name: Alex Baloch

Representative Name:

Phone #: 260-243-0591

Phone #:

Address: 16870 Schaefer Hwy

Address:

Detroit, MI, 48235

E-mail Address: alex.baloch@decimaai.com

E-mail Address:

IRS #:

Section X. CONTRACT ACCEPTANCE

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity. CDBG funds may not be legally obligated until after the municipality has received the official award of funds letter for this program year.

SERVICE AGENCY

MUNICIPALITY

Name: Decima LLC

Name:

Officer Name: Alex Baloch

Officer Name:

Officer Title: President

Officer Title:

Signature:

Signature:

Witnessed:

Witnessed:

Date:

Date:



ATTACHMENT A
CITY OF NOVI
INSURANCE REQUIREMENTS

1. The Agency shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$500,000** per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$500,000** (Five Hundred Thousand Dollars) each person and **\$500,000** (Five Hundred Thousand Dollars) each occurrence and minimum property damage limits of **\$500,000** (Five Hundred Thousand Dollars) each occurrence.
2. The Agency shall be responsible for payment of all deductibles contained in any insurance required hereunder.
3. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
4. All policies shall name the Agency as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City.

The Commercial General Liability Insurance policy shall name the City of Novi, its officers, agents and employees as additional insured. This coverage shall be primary to any coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess.

Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Attn: Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to

commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

5. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
6. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Agency under this contract.

**ADMINISTRATION OF
CDBG MINOR HOME REPAIR PROGRAM**



CITY OF NOVI, MICHIGAN

**ADMINISTRATION OF
CDBG MINOR HOME REPAIR PROGRAM**

PROPOSAL FORM

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

Description	% of Total Amount	Amount
Program Management/ Administration Fee	15 %	\$ 14,545.2
Labor & Materials	85 %	\$ 82,422.8
TOTAL AMOUNT AVAILABLE FOR THE 2 YEAR PROGRAM*	100 %	\$ 96,968

* Please note: The total amount as shown covers the program management/ administrative fees AND the labor and materials for the home repairs. There will be no additional funds available.

We acknowledge the following addenda: N/A
(please indicate addendum number)

COMMENTS: N/A

PROPOSAL SUBMITTED BY:

Name (printed) Alex Baloch

Title: President

Company (Legal Registration) Decima LLC

Address 16870 Schaefer Hwy

City Detroit State MI Zip 48235

Telephone 260-243-0591 Fax _____

E-mail alex.baloch@decimaai.com

Signature _____ Date 3/22/2023





CITY OF NOVI CITY COUNCIL
APRIL 3, 2023

SUBJECT: Approval to amend the Water Service Connections contract with D&D Water & Sewer, Inc. to adjust select unit costs to reflect the increase in certain material costs.

SUBMITTING DEPARTMENT: Department of Public Works, Water & Sewer Division

BACKGROUND INFORMATION:

D&D Water & Sewer has been the City's water service connection contractor for many years. Recently, the owner requested an adjustment to the fees for the water service installations to help offset the unanticipated increase in material costs. The proposed unit cost revisions include adjustments to three items (copper service leads, corporation stops, and curb stop valve boxes) for the 1-inch, 1.5-inch and 2-inch service leads D&D installs for the City. The price for labor and other services in the contract remain unchanged.

The City Attorney has reviewed this request and has prepared the attached *Addendum to Agreement for Water Service Connections*. The City and D&D Water & Sewer have maintained a professional and positive working relationship for years, and staff agrees the fee adjustment request to be reasonable based on the cost increases across the industry. This fee adjustment would result in an annual increase of approximately \$43,000.

The revised fees would remain in effect for the remainder of the contract through May of 2025.

RECOMMENDED ACTION: Approval to amend the Water Service Connections contract with D&D Water & Sewer, Inc. to adjust select unit costs to reflect the increase in certain material costs.

ADDENDUM TO AGREEMENT FOR WATER SERVICE CONNECTIONS

This Addendum to the Agreement for Water Service Connections is between the CITY OF NOVI, whose address is 45175 Ten Mile Road, Novi, MI 48375 ("City") and D&D WATER AND SEWER, INC., whose address is 57000 Sheldon Road S., Canton, MI 48188 ("Contractor").

WHEREAS, the City and Contractor entered into an Agreement for Water Service Connections on or about May 10, 2021, and

WHEREAS, Contractor has properly and adequately performed under such Agreement; and

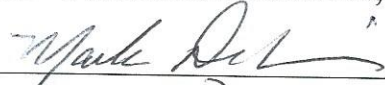
WHEREAS, the term of the Agreement, including unit prices for Contractor's work, is four (4) years, and will therefore expire on May 10, 2025; and

WHEREAS, Contractor and City have agreed that it is appropriate under changed circumstances to increase the unit prices for certain work.

NOW, THEREFORE, for and in consideration of the foregoing, the Parties agree as follows:

1. Unit prices for water service connections shall be as set forth in the attached Exhibit A from and after April 3, 2023, through the remaining term of the Agreement.
2. Except as otherwise provided in paragraph 1, the terms and provisions of the Agreement are complete and unchanged and shall remain in full force and effect as initially approved.

D&D WATER AND SEWER, INC.

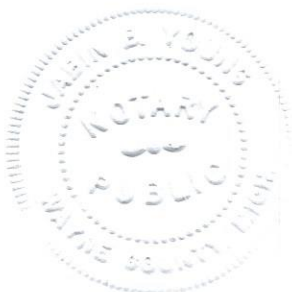

By: MARK DI MICHELE
Its: PRESIDENT

STATE OF MICHIGAN)
 Wayne) ss
COUNTY OF ~~OAKLAND~~)

The foregoing document was acknowledged before me by Mark Di Michele, on behalf of D&D Water and Sewer, Inc., on the 16th day of March, 2023.


Notary Public
Wayne County, Michigan
Acting in Wayne County, Michigan
My Commission Expires: 3/13/2025

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



CITY OF NOVI

By: Robert Gatt
Its: Mayor

By: Cortney Hanson
Its: Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing document was acknowledged before me by Robert Gatt, Mayor, and Cortney Hanson, Clerk, on behalf of the City of Novi, on the ____ day of March, 2023.

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

ADDENDUM TO AGREEMENT FOR WATER SERVICE CONNECTIONS

This Addendum to the Agreement for Water Service Connections is between the CITY OF NOVI, whose address is 45175 Ten Mile Road, Novi, MI 48375 ("City") and D&D WATER AND SEWER, INC., whose address is 57000 Sheldon Road S., Canton, MI 48188 ("Contractor").

WHEREAS, the City and Contractor entered into an Agreement for Water Service Connections on or about May 10, 2021, and

WHEREAS, Contractor has properly and adequately performed under such Agreement; and

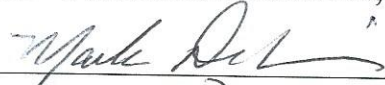
WHEREAS, the term of the Agreement, including unit prices for Contractor's work, is four (4) years, and will therefore expire on May 10, 2025; and

WHEREAS, Contractor and City have agreed that it is appropriate under changed circumstances to increase the unit prices for certain work.

NOW, THEREFORE, for and in consideration of the foregoing, the Parties agree as follows:

1. Unit prices for water service connections shall be as set forth in the attached Exhibit A from and after April 3, 2023, through the remaining term of the Agreement.
2. Except as otherwise provided in paragraph 1, the terms and provisions of the Agreement are complete and unchanged and shall remain in full force and effect as initially approved.

D&D WATER AND SEWER, INC.


By: MARK DI MICHELE
Its: PRESIDENT

STATE OF MICHIGAN)
 Wayne) ss
COUNTY OF ~~OAKLAND~~)

The foregoing document was acknowledged before me by Mark Di Michele, on behalf of D&D Water and Sewer, Inc., on the 16th day of March, 2023.


Notary Public
Wayne County, Michigan
Acting in Wayne County, Michigan
My Commission Expires: 3/13/2025

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



CITY OF NOVI

By: Robert Gatt
Its: Mayor

By: Cortney Hanson
Its: Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing document was acknowledged before me by Robert Gatt, Mayor, and Cortney Hanson, Clerk, on behalf of the City of Novi, on the ____ day of March, 2023.

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



CITY OF NOVI

WATER SERVICE CONNECTIONS CONTRACT

BID FORM

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

A. BASE BID – WATER SERVICE CONNECTIONS

SIZE	SERVICE TYPE	UNIT	COST FOR COPPER	
1"	Short (30 ft or less)	EACH	850.00	1,265.63
1"	Long (31-60 ft)	EACH	1,350.00	1,997.02
1"	Additional length for service lines over 60 feet	PER FOOT	19.00	25.27
1"	Additional cost for tapping 24" pre-stressed concrete water main (in addition to cost above)	EACH	600.00	
1-1/2"	Short (30 ft or less)	EACH	1,300.00	1,611.72
1-1/2"	Long (31-60 ft)	EACH	2000.00	2,485.27
1-1/2"	Additional length for service lines over 60 feet	PER FOOT	22.00	29.26
1-1/2"	Additional cost for tapping 24" pre-stress concrete water main (in addition to cost above)	EACH	600.00	
2"	Short (30 ft or less)	EACH	1400.00	1,815.63
2"	Long (31-60 ft)	EACH	2650.00	3,297.02
2"	Additional length for service lines over 60 feet	PER FOOT	24.00	31.92
2"	Additional cost for tapping 24" pre-stress concrete water main (in addition to cost above)	EACH	600.00	

B. 24-HOUR WATER MAIN WORK AND OTHER UNIT PRICES

ITEM	SERVICE	UNIT	PRICE
1.	Directional Drill up to 2" service line	Per foot	25.00
2.	Dig through frost when additional equipment is necessary	Per tap	350.00
3.	Minimum Charge Main Break (7:30 AM - 4:00 PM)	Each	500.00
4.	Minimum Charge Main Break (After 4:00 PM)	Each	500.00
5.	Backhoe w/operator (7:30 AM - 4:00 PM)	Per hour	95.00
6.	Backhoe w/operator (After 4:00 PM)	Per hour	105.00
7.	Laborer (7:30 AM - 4:00 PM)	Per hour	55.00
8.	Laborer (After 4:00 PM)	Per hour	65.00
9.	Dump Truck w/driver, up to 10 cubic yards (24 hours/7 Days)	Per hour	95.00
10.	Hydraulic Excavator w/driver, to 3 cubic yards (24 hours/7Days)	Per hour	125.00
11.	Mobilize Excavator to 3 cubic yards (24 hours/7Days)	Each	500.00
12.	Abandon Water Service	Each	500.00
13.	Labor & Equipment to Remove and Replace Fire Hydrant	Each	3,500.00
14.	Additional Charges for HDPE Fusion Taps	Each	100.00
15.	Pipe Bursting up to 8" Water Main	Per foot	150.00
16.	Pipe Re-lining, up to 8" Water Main	Per foot	500.00
17.	Remove and Replace Curb Box and Rod	Each	350.00
18.	Site Restoration Work (if requested)including labor and equipment.	Per hour	50.00
19.	Sod restoration, including topsoil (if requested),	Per square yard	18.00
20.	Sand Backfill (if requested)	Per Square Yard	30.00
21.	21AA Aggregate (if requested)	Per Square Yard	30.00



June 16, 2021

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

Re: Contract for Water Service Connections

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
Dave Staudt

Andrew Mutch

Laura Marie Casey

Hugh Crawford

Justin Fischer

Julie Maday

City Manager
Peter E. Auger

City Clerk
Cortney Hanson

Dear Mr. DiMicihele:

Enclosed for your records, please find an original contract which was approved by Novi City Council on May 10, 2021.

Sincerely,

Melissa Morris
Administrative Assistant

Enclosures

cc: Ben Croy, City Engineer
Scott Roselle, Water & Sewer Manager
Jeff VanCurler, Senior Customer Service Rep. (Field)
Tracey Marzonie, Purchasing Manager

City of Novi
45175 Ten Mile Road
Novi, Michigan 48375
248.347.0460
248.347.0577 fax

cityofnovi.org

CONTRACT

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, 45175 W. Ten Mile, Novi, Michigan 48375 "City", and D & D Water & Sewer, Inc., whose address is 5700 Sheldon Road S, Canton, Michigan 48188, "Contractor."

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

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

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

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

Payment. The City agrees to pay the Contractor amounts due after satisfactory completion of the work and within thirty (30) days of receiving an invoice for the work from the Contractor.

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

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

Inspections, Notices and Remedies Regarding Work. During the performance of the work by Contractor, City shall have the right to inspect the work and its progress to

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

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

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

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

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

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

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

City: Peter E. Auger, City Manager and Cortney Hanson, City Clerk

Contractor: D & D Water & Sewer, Inc. Mark DiMichele, President

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

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

that date an amount calculated for that particular project. Such amount shall be paid by the City upon Contractor delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been prepared and/or accumulated by Contractor in performing the services up to the date of termination.

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

WITNESS AND DATES
OF SIGNATURES:

Cortney Hanson
Cortney Hanson
Date: 6-7-21

Halley Hilton
Halley Hilton

Date: 6/16/21

CITY OF NOVI
Robert J. Gatt
By: Robert J. Gatt
Its: Mayor

Cortney Hanson
By: Cortney Hanson
Its: Clerk

WITNESSES AND DATES
OF SIGNATURES:

Date: 5/19/21

CONTRACTOR

D & D Water & Sewer, Inc

Mark DiMichele
By: Mark DiMichele
Its: President



CITY OF NOVI

WATER SERVICE CONNECTIONS CONTRACT

BID FORM

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

A. BASE BID – WATER SERVICE CONNECTIONS

SIZE	SERVICE TYPE	UNIT	COST FOR COPPER
1"	Short (30 ft or less)	EACH	850.00
1"	Long (31-60 ft)	EACH	1,350.00
1"	Additional length for service lines over 60 feet	PER FOOT	19.00
1"	Additional cost for tapping 24" pre-stressed concrete water main (in addition to cost above)	EACH	600.00
1-1/2"	Short (30 ft or less)	EACH	1,300.00
1-1/2"	Long (31-60 ft)	EACH	2000.00
1-1/2"	Additional length for service lines over 60 feet	PER FOOT	22.00
1-1/2"	Additional cost for tapping 24" pre-stress concrete water main (in addition to cost above)	EACH	600.00
2"	Short (30 ft or less)	EACH	1400.00
2"	Long (31-60 ft)	EACH	2650.00
2"	Additional length for service lines over 60 feet	PER FOOT	24.00
2"	Additional cost for tapping 24" pre-stress concrete water main (in addition to cost above)	EACH	600.00

B. 24-HOUR WATER MAIN WORK AND OTHER UNIT PRICES

ITEM	SERVICE	UNIT	PRICE
1.	Directional Drill up to 2" service line	Per foot	25.00
2.	Dig through frost when additional equipment is necessary	Per tap	350.00
3.	Minimum Charge Main Break (7:30 AM - 4:00 PM)	Each	500.00
4.	Minimum Charge Main Break (After 4:00 PM)	Each	500.00
5.	Backhoe w/operator (7:30 AM - 4:00 PM)	Per hour	95.00
6.	Backhoe w/operator (After 4:00 PM)	Per hour	105.00
7.	Laborer (7:30 AM - 4:00 PM)	Per hour	55.00
8.	Laborer (After 4:00 PM)	Per hour	65.00
9.	Dump Truck w/driver, up to 10 cubic yards (24 hours/7 Days)	Per hour	95.00
10.	Hydraulic Excavator w/driver, to 3 cubic yards (24 hours/7Days)	Per hour	125.00
11.	Mobilize Excavator to 3 cubic yards (24 hours/7Days)	Each	500.00
12.	Abandon Water Service	Each	500.00
13.	Labor & Equipment to Remove and Replace Fire Hydrant	Each	3,500.00
14.	Additional Charges for HDPE Fusion Taps	Each	100.00
15.	Pipe Bursting up to 8" Water Main	Per foot	150.00
16.	Pipe Re-lining, up to 8" Water Main	Per foot	500.00
17.	Remove and Replace Curb Box and Rod	Each	350.00
18.	Site Restoration Work (if requested) including labor and equipment.	Per hour	50.00
19.	Sod restoration, including topsoil (if requested),	Per square yard	18.00
20.	Sand Backfill (if requested)	Per Square Yard	30.00
21.	21AA Aggregate (if requested)	Per Square Yard	30.00

We acknowledge receipt of the following Addenda: None
(please indicate numbers)

EXCEPTIONS TO SPECIFICATIONS (all exceptions must be noted here or attached on a separate sheet of paper):

No Exceptions

COMMENTS: _____

NON-IRAN LINKED BUSINESS

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

THIS BID SUBMITTED BY:

Company (Legal Registration) D & D Water & Sewer, Inc

Address 5700 Sheldon Rd S

City Canton State MI Zip 48188

Telephone 734-397-3386 Fax 734-397-8486

Agent's Name Mark DiMichele

Agent's Title President

Signature 

E-mail Markd@ddwatersewer.com

Date 3/30/2021



CITY OF NOVI
CONTRACTOR QUALIFICATIONS QUESTIONNAIRE
WATER SERVICE CONNECTIONS

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

Name of Firm D & D Water & Sewer, Inc
Address: 5700 Sheldon Rd S
City, State Zip Canton, MI 48188
Telephone 734-397-3386 Fax 734-397-8486
Mobile 734-368-2375
Agent's Name (please print) Mark DiMichele
Agent's Title President
Email Address: Markd@ddwatersewer.com
Website ddwatersewer.com

1. Organizational structure: Corporation, Partnership, etc. S Corporation
2. Firm established: August 9, 1970 Years in business: 50
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No ☒ Yes ☐ Reason: _____
4. Under what other or former names has your organization operated?

5. How many current full time employees? 22 Part time? _____
6. Are you able to provide insurance coverage as required by this ITB? yes
7. 24/7 Emergency Telephone Number 734-368-2375
8. Provide your procedure for handling night & weekend calls
Phone line is monitored 24/7, emergency repairs will be responded to in 2 hours.

9. Provide information relative to the experience your company has had working with municipalities. Please provide the names of municipalities where services have been provided. Company has provided water service and emergency repairs since its inception in 1970. Current municipalities we are working in are, Novi, Browntown Twp, Huron Twp, Flat Rock, S Rockwood, Brownstown Twp, Van Buren Twp, Dearborn Heights, Redford Twp, Livonia and others.

10. Provide information relative to the experience and financial capability of your company to carry out the term of this contract.

We have credit at all supply houses in Southeast Michigan to provide materials for the water service
connection contract. Our bonding capacity is \$10 million. Financial statements are available for review
if necessary.

11. Identify those in your firm who would be responsible, including on-site supervision for this contract. Include educational background & experience of principals and those who will be working on the project.

Mark DiMichele is the owner of the company and has 30 years plus experience in the municipal field a
BSCE from Michigan Technological University and is a registered Profession Engineer in the State of
Michigan. We have in the past and hopefully will continue to provide assistance to City of Novi staff to
address non typical situations that arise from time to time.

12. List equipment and tools that will be on-site and available for use by the crew performing services. Attach a separate sheet if necessary:

See Attachment A

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

See Attachment B

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

Company Charter Township of Brownstown

Address 21313 Telegraph Rd, Brownstown MI 48183

Phone 734-675-4000 Contact name Bill Turner

Company Huron Charter Township

Address 22950 Huron River Dr, New Boston MI 48164

Phone 734-753-4466 Contact name Jim Lancaster

Company City of Dearborn Heights

Address 24600 Van Born Rd, Dearborn Heights MI 48125

Phone 313-791-6000 Contact name John Selmi

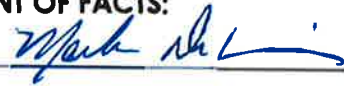
Please see attachment C for Additional References

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

No ☒ Yes ☐

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

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: 

Representative's Name (please print) Mark DiMichele

Date 3/30/2021



CITY OF NOVI CITY COUNCIL
APRIL 3, 2023

SUBJECT: Acceptance of a sidewalk easement associated with the Innova Apartments project, JSP 19-0024, in the amount of \$12,855.12.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 12,855.12
AMOUNT BUDGETED	\$ 12,856.00
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	204-446.00-805.000

BACKGROUND INFORMATION:

The Innova Apartment development on Haggerty Road between 12 Mile Rd and 13 Mile Rd began construction in 2022. The Planned Rezoning Overlay (PRO) Agreement for the project requires the developer to be responsible for the design and construction of two off-site sidewalk gaps on the west side of Haggerty Rd, to complete the sidewalk between 12 Mile Rd and 13 Mile Rd. The two off-site sidewalk gaps total approximately 600-feet in length and span three parcels. Per the PRO Agreement, the City is responsible for securing any needed easements for sidewalk gaps. Two remaining easements are pending execution.

Location	Property Owner	Parcel ID
Vacant, Haggerty Rd	Haggerty Corridor Partners	50-22-12-400-035

The City Attorney reviewed the signed easement favorably (Beth Saarela, March 22, 2023). Construction of the sidewalk gaps is expected to occur this summer.

RECOMMENDED ACTION: Acceptance of one sidewalk easement associated with the Innova Apartments project, JSP 19-0024, in the amount of \$12,855.12.

Innova Apartments Off-Site Sidewalk Easement

Parcel 50-22-12-400-035

Location Map



Map Author: Runkel
Date: 3-17-23
Project: Innova Apartments
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.

Legend

-  Right of Way - Novi Edits
-  Sidewalk Easement Location



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

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

March 22, 2023

Rebecca Runkel, Project Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**RE: Innova Project Sidewalk Gaps – Sidewalk Easement:
Parcel: 22-12-400-035**

Dear Ms. Runkel:

We have received and reviewed the following easement that the City has acquired for the Innova Sidewalk Gaps Project:

- Sidewalk Easement – Parcel 22-12-400-035 (\$12,855.12)

In accordance with the PRO Agreement for the Innova/Novalplex Apartment Development, the City has acquired this off-site easements for 1 of the 3 sidewalk gaps for the sidewalk that the Developer must construct outside the Project. The property owner has agreed to accept the valuations as determined by the City based on assessing records as just compensation for the easement.

The easement may be placed on an upcoming City Council Agenda for acceptance. Once accepted, the easement should be recorded by the City Clerk's Office with the Oakland County Register of Deeds in the usual manner. It is our understanding that the City's Engineering Division has the original easement for recording.

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

Rebecca Runkel, Project Engineer
City of Novi
March 22, 2023
Page 2

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/ Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, Haggerty Corridor Partners, LLC, a Michigan limited liability company, whose address is 39000 Country Club Dr., Farmington Hills, MI 48331, for and in consideration of Twelve-thousand Eight-hundred Fifty-five Dollars and Twelve Cents (\$12,855.12) receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375, a permanent easement for a public non-motorized pathway over across and through property located in Section 12, City of Novi, Oakland County, State of Michigan, more particularly described as follows:

{See attached and incorporated Exhibit A}

Parcel No. 22-12-400-035

The permanent easement for the public walkway is more particularly described as follows:

{See attached and incorporated Exhibit B}

Grantee may enter upon sufficient land adjacent to said easement for the purpose of exercising the rights and privileges granted herein.

Grantee may, construct, install, repair, replace, improve, modify and maintain a non-motorized sidewalk in the Easement Area as shown in the attached and incorporated Exhibit B.

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described Easement Area, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the sidewalk in the Easement Areas shown on the attached and incorporated Exhibit B.

All portions of the Premises damaged or disturbed by Grantee's exercise of temporary easement rights, shall be reasonably restored by Grantee to the condition that existed prior to the damage or disturbance.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

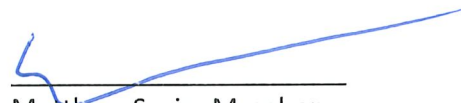
This easement shall allow public non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the Easement Area.

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this 13th day of March, 2023.

GRANTOR

Haggerty Corridor Partners, LLC, a
Michigan limited liability company


Matthew Sosin, Member

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 13th day of March, 2023, by Neil Sosin, Member of Haggerty Corridor Partners, LLC, a Michigan limited liability company, on its behalf.

JULIE A. BARNARD
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Nov 17, 2023
ACTING IN COUNTY OF Oakland


Notary Public
Oakland County, Michigan
My Commission Expires:

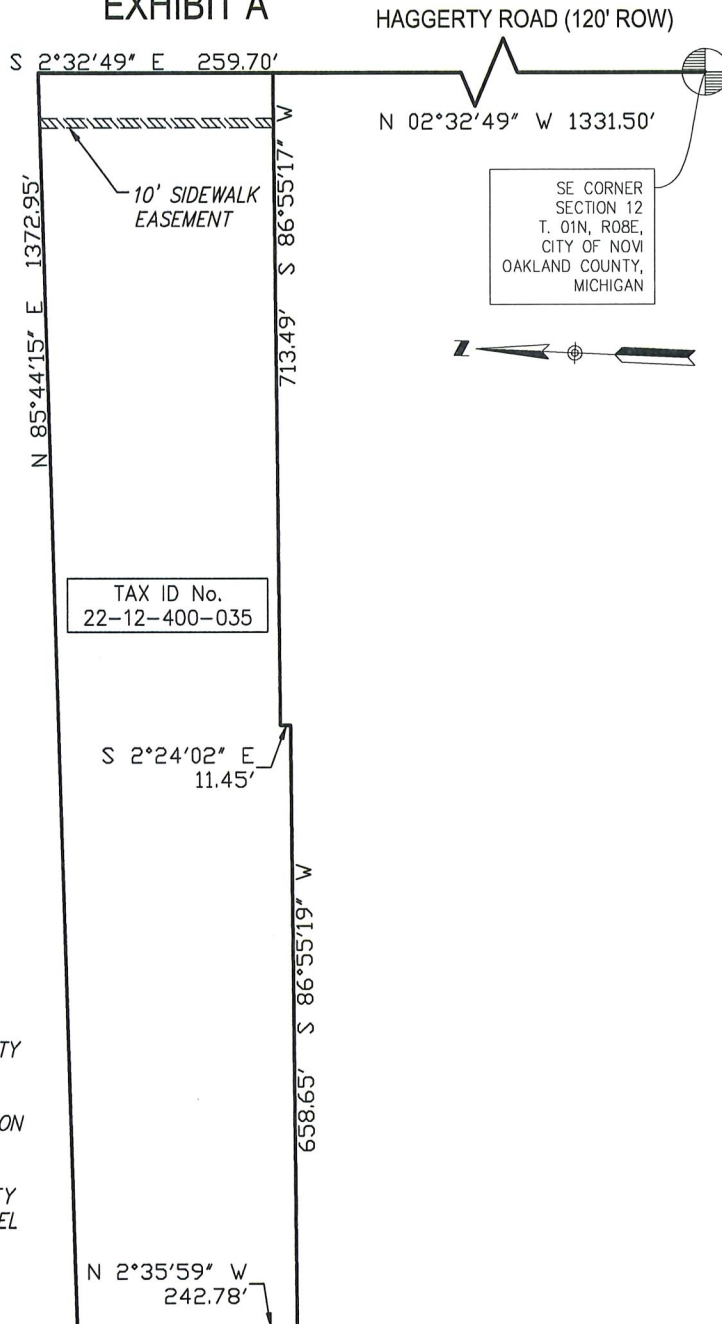
Drafted by:

Elizabeth Kudla Saarela
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

When recorded return to:
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile
Novi, MI 48375

PARCEL 22-12-400-035 SIDEWALK EASEMENT

EXHIBIT A



NOTE:
THE PARCEL DESCRIPTION WAS
PROVIDED FROM OAKLAND COUNTY
RECORDS. THE EASEMENT
DESCRIPTION IS WRITTEN BASED
UPON THE FURNISHED DESCRIPTION
OF THIS OVERALL PARCEL.
SPALDING DeDECKER HAS NOT
PERFORMED A BOUNDARY SURVEY
OF THIS PARCEL AND THE PARCEL
DESCRIPTION DOES NOT
NECESSARILY REFLECT FIELD
MEASURED VALUES.

DESCRIPTION ACROSS PARCEL 22-12-400-035

PART OF THE EAST $\frac{1}{2}$ OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN,
DESCRIBED AS: COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 23; THENCE N02°32'49"W 1331.50
FT TO THE POINT OF BEGINNING; THENCE S86°55'17"W 713.49 FT; THENCE S02°24'02"E 11.45 FT; THENCE S86°55'19"W
658.65 FT; THENCE N02°35'59"W 242.78 FT; THENCE N85°44'15"E 1372.95 FT; THENCE S02°32'49"E 259.70 FT TO THE
POINT OF BEGINNING, CONTAINING 7.91 ACRES OF LAND MORE OR LESS.



SPALDING DeDECKER
Engineers | Surveyors

905 South Blvd E
Rochester Hills, MI 48307

Phone: (248) 844-5400
Fax: (248) 844-5440

www.sda-eng.com

DRAWN: M.FRECKELTON DATE: 12-21-22

CHECKED: 12-21-22 DATE: 12-21-22

MANAGER: T.REYNOLDS SCALE: 1" = 160'

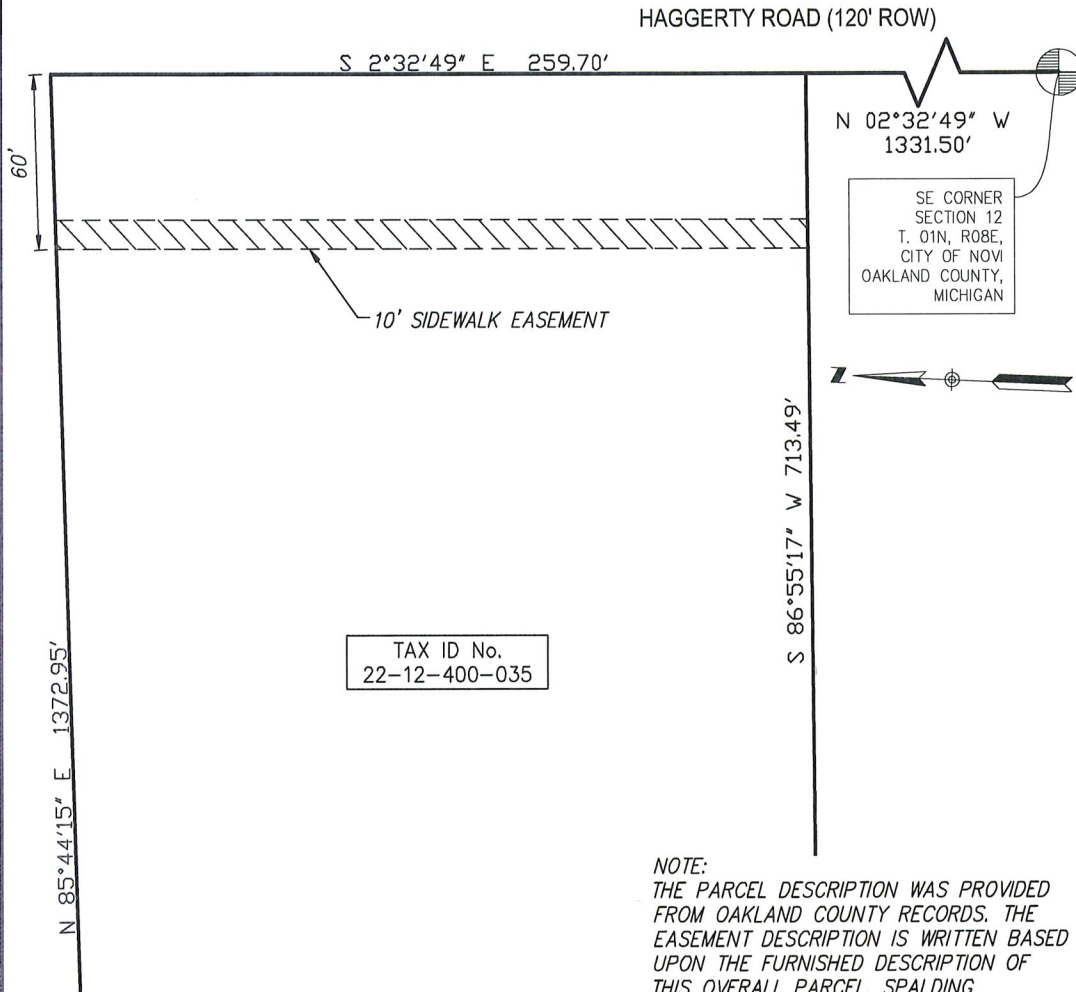
JOB No. NV21-210 SHEET: 1 OF 2

SECTION 12 TOWN 01N RANGE 08E

CITY OF NOVI OAKLAND COUNTY, MI

PARCEL 22-12-400-035 SIDEWALK EASEMENT

EXHIBIT B



NOTE:

THE PARCEL DESCRIPTION WAS PROVIDED FROM OAKLAND COUNTY RECORDS. THE EASEMENT DESCRIPTION IS WRITTEN BASED UPON THE FURNISHED DESCRIPTION OF THIS OVERALL PARCEL. SPALDING DeDECKER HAS NOT PERFORMED A BOUNDARY SURVEY OF THIS PARCEL AND THE PARCEL DESCRIPTION DOES NOT NECESSARILY REFLECT FIELD MEASURED VALUES.

DESCRIPTION ACROSS PARCEL 22-12-400-035

PART OF THE EAST $\frac{1}{2}$ OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 23; THENCE N02°32'49"W 1331.50 FT TO THE POINT OF BEGINNING; THENCE S86°55'17"W 713.49 FT; THENCE S02°24'02"E 11.45 FT; THENCE S86°55'19"W 658.65 FT; THENCE N02°35'59"W 242.78 FT; THENCE N85°44'15"E 1372.95 FT; THENCE S02°32'49"E 259.70 FT TO THE POINT OF BEGINNING, CONTAINING 7.91 ACRES OF LAND MORE OR LESS.

10' SIDEWALK EASEMENT DESCRIPTION

THE WEST 10 FEET OF THE EAST 60 FEET OF THE ABOVE DESCRIBED PARCEL. CONTAINING 0.06 ACRES OF LAND MORE OR LESS.



SPALDING DeDECKER
Engineers | Surveyors

905 South Blvd E
Rochester Hills, MI 48307

Phone: (248) 844-5400
Fax: (248) 844-5440

www.sda-eng.com

DRAWN: M.FRECKELTON DATE: 12-21-22

CHECKED: 12-21-22 DATE: 12-21-22

MANAGER: T.REYNOLDS SCALE: 1" = 50'

JOB No. NV21-210 SHEET: 2 OF 2

SECTION 12 TOWN 01N RANGE 08E

CITY OF NOVI OAKLAND COUNTY, MI

File No : **63-22849002-SSP**

Commonly Known As: Vacant, Novi, MI

TITLE SEARCH

Date: July 19, 2022

The land referred to in this search is situated in the City of Novi, County of Oakland, State of Michigan, as follows:

SEE EXHIBIT A

Last grantee of record:

Haggerty Corridor Partners Limited Partnership, a Michigan limited partnership

1. Notice of Claim Under the Marketable Record Title Act recorded in Liber 14579, Page 885, Oakland County Records.
2. Declaration and Agreement for Easements recorded in Liber 22003, Page 775, and re-recorded in Liber 22393, Page 280, Oakland County Records.
3. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 20461, Page 340, and in Liber 20651, Page 641, and amended in Liber 20765, Page 77, and amended in Liber 22997, Page 384, and amended in Liber 25649, Page 123, and amended in Liber 46655, Page 354, Oakland County Records.
4. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for a public or private street, drive, road or highway purpose.

5. **PAYMENT OF TAXES:** Tax Parcel No.: 22-12-400-035

2022 Summer Taxes in the amount of \$5,133.51 are DUE

2021 Winter Taxes in the amount of \$1,767.06 are PAID

Special Assessments: NONE

- 2022 State Equalized Value: \$820,440.00
- 2022 Taxable Value: \$136,030.00

The amounts shown as due do not include collection fees, penalties or interest.

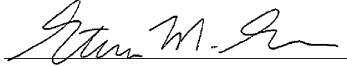
ATA National Title Group, LLC
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

TITLE SEARCH - CONTINUED

[Copies of Documents](#)

COUNTERSIGNED:

ATA National Title Group, LLC



Steven M. Greco

AUTHORIZED SIGNATORY

Terms and Conditions

1. This document is a search only. It is neither an insurance product nor an opinion of law or title and should not be relied upon as such. In addition, it runs only to the named customer and should not be relied upon for any purpose by any person or entity other than the named customer and/or its duly appointed representatives and agents.
2. By receiving and using this product, the customer agrees that the liability of the Company, its subsidiaries and affiliates, for any direct or indirect loss shall be limited to either the amount of the loss or the amount paid for this search, whichever is less.

TITLE SEARCH - CONTINUED

EXHIBIT "A"

The land referred to in this search is described as follows: City of Novi, County of Oakland, State of Michigan

Town 1 North, Range 8 East, Section 12, part of East 1/2 of section beginning at point distant North 02 degrees 32 minutes 49 seconds West 1331.50 feet from Southeast section corner, thence South 86 degrees 55 minutes 17 seconds West 713.49 feet, thence South 02 degrees 24 minutes 02 seconds East 11.45 feet, thence South 86 degrees 55 minutes 19 seconds West 658.65 feet, thence North 02 degrees 35 minutes 59 seconds West 242.78 feet, thence North 85 degrees 44 minutes 15 seconds East 1372.95 feet, thence South 02 degrees 32 minutes 49 seconds East 259.70 feet to beginning.



CITY OF NOVI CITY COUNCIL
APRIL 3, 2023

SUBJECT: Approval to award engineering design services to Spalding DeDecker for the design of walking trails and play structure clearing and grading at Northwest Park in the amount of \$26,019.00.

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

EXPENDITURE REQUIRED	\$ 26,019.00
AMOUNT BUDGETED	\$ 31,220.00
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	208-752.00-977.000

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 engineering consultant, Spalding DeDecker prepared a scope of services for design of the trails and clearing and grading of the playground space. The attached design engineering services proposal outlines the detailed scope of services. The design fee for this project will be \$26,019.00 (11.25% of the estimated construction cost of \$231,280). Spalding DeDecker's engineering fees are based on the fixed fee schedule established in the Agreement for Professional Engineering Services for Public Projects. Design of this project would begin following award with construction expected to start in July 2023.

RECOMMENDED ACTION: Approval to award engineering design services to Spalding DeDecker for the design of walking trails and play structure clearing and grading at Northwest Park in the amount of \$26,019.00.



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



March 3, 2023

Rebecca Runkle, PE
Engineering
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

**Re: Northwest Park Pathways
Proposal for Design Engineering Services
Job No. PR23-057**

Dear Rebecca Runkle:

Spalding DeDecker (SD) is pleased to provide the following proposal for engineering design services to construct walking paths and clear a play space in Northwest Park.

Project Understanding

A parking area was constructed as part of the recent 12 Mile Road Improvements project. The City desires to clear a space for a play area and construct a pathway system throughout the park.

The playground area to be cleared and graded will be approximately 70'x40' and will be located east of the south end of the parking lot.

For the proposed dirt trails, a 6' wide area will be cleared and stumps will be ground. For the proposed crushed stone trails, an 8' wide area will be cleared, and a 6' wide stone path will be placed.

Proposed Scope of Services

Our scope of services will include the following:

- Meet with City staff to finalize detailed scope of the project.
- Prepare a topographic survey of the area of improvements. Trees 10" and larger diameter will be identified in the survey. Detailed topographical survey elevations will be obtained in the area of the future play equipment.
- Prepare preliminary plans for review. Detailed grades will be shown across the proposed clearing for the play area. Aerial imagery and GIS will be used to define the proposed trail system.

- Apply for applicable permit approvals.
- Prepare engineering plans and specifications for bidding and construction. The plans will include:
 - Cover Sheet
 - Notes and Details
 - Proposed Plan Sheet
 - City Standard Details, as needed
- Assist with the bidding process
 - Publish bid documents to electronic plan rooms
 - Prepare bid tabulation
 - Make Recommendation for Award

Proposed Fees

Based on our pre-qualification status with the City, engineering design fees are typically based on a pre-determined percentage of the pre-design construction cost estimate. A preliminary cost estimate for the project has been generated with an estimated cost of \$231,280.00. Based on this estimated cost, the fee for this project is:

Design Phase Services (11.25% of estimated cost) - **\$26,019.00**

Project Schedule

The following summarizes the anticipated schedule for the project:

<u>Milestone</u>	<u>Completed By</u>
Council Award	3/20/2023
Topographic Survey	3/27/2023
30% Plans	3/21-4/21/2023
90% Plans and Specifications	5/10/2023
100% Bid Package and Advertising	5/17/2023
Bid Opening	6/7/2023
Construction Contract Award by Council	6/19/2023
Construction Start, estimated	7/5/2023
Construction Complete, estimated	8/6/2023



Thank you for the opportunity to provide this proposal for Engineering Services. Please do not hesitate to contact me if you have any questions or comments regarding this submittal.

SPALDING DEDECKER ASSOCIATES, INC.



Taylor E Reynolds, PE
Project Manager



CITY OF NOVI CITY COUNCIL
APRIL 3, 2023

SUBJECT: Approval of a resolution regarding Temporary Promotional Signage for businesses throughout the City of Novi during the 2023 Road Construction Season to allow temporary relief from the Sign Ordinance from April 3, through October 31, 2023

SUBMITTING DEPARTMENT: Community Development

BACKGROUND INFORMATION:

During the 2023 construction season the City of Novi will see many road and utility projects by the City Department of Public Services, the Road Commission for Oakland County and Michigan Department of Transportation. The planned quantity and scope of the projects is unprecedented. In view of the unavoidable impacts to traffic, deliveries and access throughout the community, we are recommending to City Council a temporary sign waiver for businesses throughout the City during the construction season.

The proposed resolution would allow an additional sign of up to 24 square feet and up to 6 feet in height. The waiver would take effect immediately upon approval and would extend through the end of October 2023. The additional signs would be subject to the typical limitations of the Sign Ordinance and would not be allowed in the public Right-of-Way or where they would impede vehicle intersection sight lines.

RECOMMENDED ACTION: Approval of a resolution regarding Temporary Promotional Signage for businesses throughout the City of Novi during the 2023 Road Construction Season to allow temporary relief from the Sign Ordinance from April 3, through October 31, 2023

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION REGARDING TEMPORARY SIGNAGE
2023 ROAD CONSTRUCTION SEASON

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 April 3, 2023, at 7 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

The following preamble and Resolution were offered by Councilmember

_____and supported by Councilmember _____.

WHEREAS, the City's Sign Ordinance, Chapter 28 of the City of Novi Code of Ordinances authorizes the placement of "temporary promotional signs, defined as a sign that is "specifically authorized by resolution of the City Council in connection with an event or promotion and that is subject to any limitations as to size, duration and purpose as are established in such resolution"; and

WHEREAS, the City has in prior years allowed such temporary signs in connection with unusual City-wide events or circumstances, most recently the covid business closures; and

WHEREAS, the City Council believes that these sign authorizations have been beneficial to the participating businesses and has not been detrimental to the City as a whole; and

WHEREAS, The City Council believes that the volume of public roadway and related utility work currently underway and scheduled for the 2023 construction season by the City, County Road Commission and State of Michigan are unique and unusual; and

WHEREAS, the City Council believes that, it would be appropriate to authorize such additional signage for businesses promotion and economic development during the balance of the 2023 Construction Season ending October 31, 2023;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Only one additional sign per business is authorized, and such sign shall be in the nature of a ground pole or portable sign, as defined in Section 28-1 of the City Code meaning a freestanding sign not permanently anchored nor secured to either a building or the ground.
2. The sign shall not exceed 24 square feet (e.g., 48" X 72") in area and shall not be in excess of six (6) feet in height.
3. The sign shall not be placed on public property or in the public road right-of-way or any roadway easement.
4. The sign shall be permitted from April 4, 2023, through October 31, 2023. The sign shall be removed immediately upon the expiration of this approval.
5. As an accommodation authorized specifically by the City Council, the City Council retains the right to alter or amend its authorization and to cancel, rescind, or revoke the same, with or without notice, and any individual or entity who undertakes to participate in or take any action under this authorization acknowledges that this authorization creates no rights inconsistent with the reservation of all such rights to the City and

bears all risk of such cancellation, rescission, or revocation, including the loss of any benefit of the additional sign and/or the cost of the sign.

6. Signs shall not interfere with vehicle sight distance or obstruct the accessible path of travel along a pedestrian sidewalk or pathway, whether public or private
7. There shall be no application required for such additional signage and no fees related thereto.

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 3rd day of April 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 COUNCIL
APRIL 3, 2023

SUBJECT: Approval of the Beautification Commission's recommendation on the Neighborhood Entryway Enhancement Matching Grant Program to award the requested grant amount for the following neighborhoods upon successful completion of the entryway work depicted in the applications: Ashbury Park (\$5,000), Camden Court (\$4,306.50) with the condition that the proposed invasive burning bush is changed for a non-invasive shrub, and Knightsbridge Gate (\$4,700).

SUBMITTING DEPARTMENT: City Manager

EXPENDITURE REQUIRED	\$ 14,006.50
AMOUNT BUDGETED	\$ 25,000 (FY 2023-24 BUDGET)
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	101-172.00-816.002

BACKGROUND INFORMATION:

The Neighborhood Entryway Enhancement Matching Grant Program was established in 2015 and offers Homeowners Associations in the City of Novi a 50/50 matching grant of up to \$5,000.00 for the beautification of neighborhood entrances.

The proposed projects may be permanent physical improvements, such as the addition or rehabilitation of entrance signs, the construction of flower beds, the planting trees, the upgrading of lighting, or the installation of other related entryway improvements. Guidelines require that all improvements must be located on the perimeter of the neighborhood and visible from the public right-of-way, that they cannot include recurring or maintenance improvement items, and that organizations are not eligible to be awarded a grant in consecutive years.

Four applications were received before the deadline of January 27, 2023: Asbury Park, Camden Court, Knightsbridge Gate, and Oberlin. City staff organized the applications for review by the Beautification Commission and provided the

evaluation criteria. Project need, impact, feasibility, and sustainability were taken into consideration when assessing applications.

Of the four applicants The Commission recommends the requested grant amounts be awarded to the following three (3) neighborhoods:

1. Ashbury Park (\$5,000)

The Beautification Commission commented that the Annabelle Hydrangeas proposed may prove problematic for Ashbury Park as they require a great deal of water and can grow to be very large. They suggest that Ashbury Park consider reducing the number planted so that they are 3 to 10 feet apart or to consider choosing a different type of hydrangea or even an ornamental grain or grass to be planted instead.

2. Camden Court (\$4,306.50)

The Beautification Commission generally approved this plan but were very concerned to see that the landscaping plan included several burning bushes, an invasive species. They respectfully request that, as a condition of the grant approval, that Camden Court work with their landscaper to select a different, non-invasive shrub to replace the burning bush in their plans, with a preference for a native shrub.

3. Knightsbridge Gate (\$4,700)

The Beautification Commission fully endorsed this project, noting the need given the age of the existing sign. The project would both beautify the entrance and improve visibility for those looking for the subdivision.

The fourth application received, for Oberlin, is not recommended for approval this cycle. Both staff and Beautification Commission members were concerned at the lack of a formal landscape plan and also noted that the existing subdivision entrance is both attractive and very, very new. While they appreciate the application they would suggest that, should Oberlin apply again in a future cycle, they should present a more comprehensive plan and wait for the subdivision to be at least 10 years of age.

RECOMMENDED ACTION: Approval of the Beautification Commission's recommendation on the Neighborhood Entryway Enhancement Matching Grant Program to award the requested grant amount for the following neighborhoods upon successful completion of the entryway work depicted in the applications: Ashbury Park (\$5,000), Camden Court (\$4,306.50) with the condition that the proposed invasive burning bush is changed for a non-invasive shrub, and Knightsbridge Gate (\$4,700).

2022 Entryway Grant Program Applicants					
Subdivision	Proposal	Total Project Cost	Requested Grant Contribution	Recommended by Staff	Recommended by Beautification Commission
Camden Court	13 Mile/Whistler Dr Entry - install flower beds (annuals) and low shrubbery	\$8,613.00	\$4,306.50	Yes	Yes, with condition that the proposed invasive burning bush is replaced with a non-invasive, preferably native, shrub
Knightsbridge Gate	Replace entryway sign for Knightsbridge Gate Association. The existing 2005/2006 sign is untreated cedar wood and starting to deteriorate. The new sign will utilize the existing stone pillars and existing brackets.	\$9,400.00	\$4,700.00	Yes	Yes
Oberlin	Planting of ornamental hedging, shrubs and installation of mulch at the two Oberlin Entryways	\$9,948.00	\$4,974.00	No	No, due to lack of landscaping plan and the subdivision less than 10 years old
Ashbury Park	Installation of flowering shrubs and trees at the two entryways	\$11,105.00	\$5,000.00	Yes	Yes, with recommendation that subdivision consider another Hydrangea type.

Total Requested:	\$18,980.50
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Total Recommended:	\$14,006.50
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Applicant Information

- a. Homeowner's Association or Property Name: *Asbury Park HomeOwners Association*
- b. Age of the subdivision or neighborhood where the work will be done: *17 Years*
- c. First-time Applicant? **Yes**
- d. Project Leader • *Khurram Abbas*
 - Office Held/Position within organization - *Member at Large*
 - Address • *26508 Mandalay Cir Novi MI 48374*
 - Telephone *(313) 618-7835*
 - E-Mail *khurramabbas@gmail.com*
- *Project Leader 2: Patrick Torossian*
 - Office Held/Position within organization - *President*
 - Address • *26165 Mandalay Cir Novi MI 48374*
 - Telephone: *(248) - 207-9797*
 - E-Mail: *ptorossi@gmail.com*
- *Project Leader 3: Koti Kanneganti*
 - Office Held/Position within organization - *Secretary*
 - Address • *26545 Mandalay Cir Novi MI 48374*
 - Telephone: *(248) 396-7573*
 - E-Mail: *koti.kannegant@gmail.com*
- *Project Leader 4: Scott Stowitts*
 - Office Held/Position within organization - *Vice-President*
 - Address • *26188 Mandalay Cir Novi MI 48374*
 - Telephone: *(248) 234-1255*
 - E-Mail: *sstowitts@oliverhatcher.com*
- *Project Leader 5: Sean Murtha*
 - Office Held/Position within organization - *Treasurer*
 - Address • *26223 Mandalay Cir Novi MI 48374*
 - Telephone: *(248) 912-2600*
 - E-Mail: *seanmurtha@me.com*

II. Project Information

a. Provide a clear, detailed description of the project's purpose, plan and design, including the existing conditions, specific need, and public benefit.

Beatification of the Asbury Park entrance areas mostly through the addition of landscaping related improvements. The plan consists mostly of beautification through the addition of various flowering trees to add much needed color to existing (mostly green) landscaping, targeting some rather bare spots that presently make the entrance somewhat plain looking and mundane (color wise). This would really spruce up the community's overall look by adding an inviting curb appeal of the entrance locations of the sub.

b. Attach project planning documents such as landscaping drawings, plans, maps, and photos of the project area.



General Layout of the West Side - West Wall



Right Wall (West Entrance) - Bed where the two Crab Trees will go - Same for all other walls

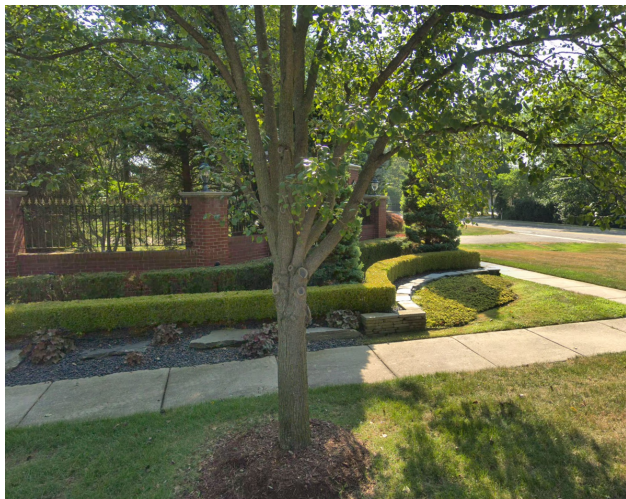


Night view of the West Entrance, decorative crab trees (the left one) would go right here in front of the column on the left between the Boxwoods.

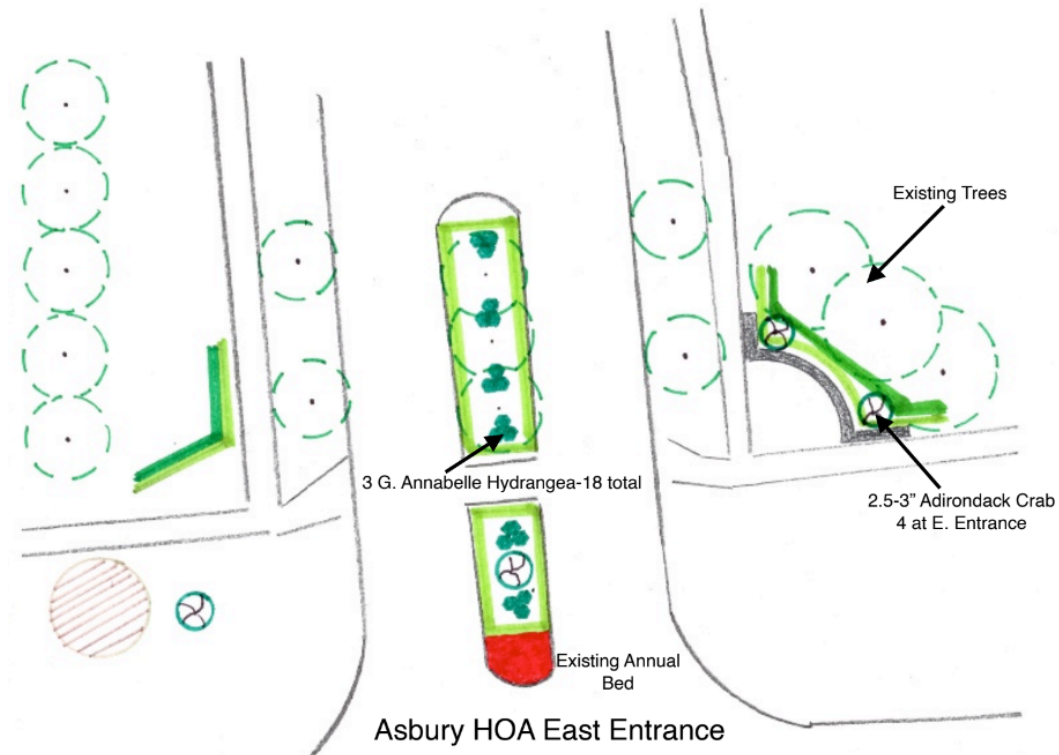
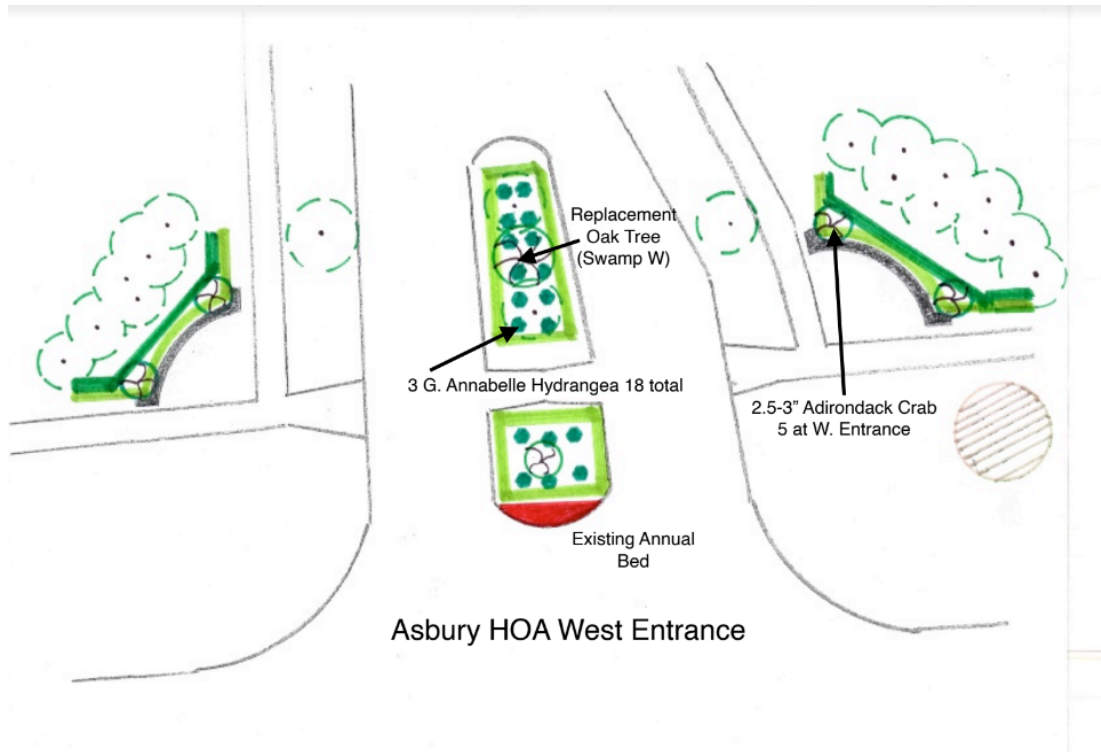




Center Island West and East Entrance - 18 Hydrangeas on both sides, evenly distributed and laid out. Note these are old pictures taken from google street views as it's snowy right now even though those recent snow pictures are also attached. On the left picture, the middle tree in the back island has been gone for many years, this is where the swamp oak will go to remove the void. On the right, the trees in the island are now quite tall so the hydrangeas with the proposal will be prominent and not hide the trees in center.

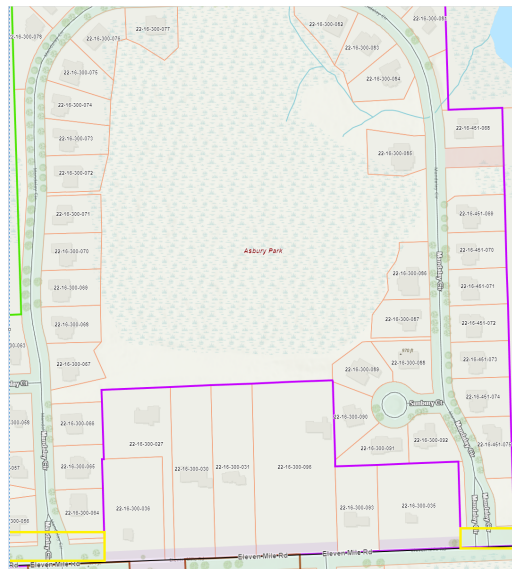


East Side - East Wall (Old picture from Google Maps street view (new pictures have snow in them but are also attached), the two spiral trees no longer exist creating a void), this is where the 2 crab trees are going (similar to the West Entrance).



c. Provide the proposed project area's location. Please provide a written description of the specific location of the project along with an attached map with the location clearly marked. City maps can be found on the City of Novi website's map gallery.

The beautification is for the proposed entrances of the Asbury Park SubDivision which can be seen in the yellow highlighted areas in the map taken from the City of Novi's website. These entrances are facing (and are visible from 11 Mile Road). The entrances are referred to as the West Side and the East Side Entrances and are almost identical to each other in terms of the existing architecture (two brick walls on each side), signage, metal railings, entry way, Lamp Pole etc. Exact locations on where the various items go in the map are in the proposal from the landscaper (Begonia Brothers) which is attached alongside.



d. Explain how the project meets the review criteria listed in the Grant Selection Criteria & Evaluation Process section. Describe how the project has taken into consideration any elements that would positively and/or negatively affect the surrounding environment. If there is an impact on property owners or other non-City agencies (e.g., Road Commission for Oakland County), please explain and attach written permission or approval from the necessary entity.

The Asbury Park Subdivision has entrances that are directly visible from 11 Mile Road (public-right of way). The beatification primarily revolves around adding much needed color through landscaping items which includes the addition of some perennial ornamental shrubs and other flowering trees (everything in compliance with Novi ordinances, regulations as well as state/local laws).

We plan on installing Annabelle hydrangeas in the center islands of the sub (front closest to 11 mile), which in its present state really has nothing in there. We plan on putting 3 gallon Annabelle Hydrangeas, 36 in total divided between the East and West Entrance island beds in between the formal hedge of the evergreens. These are long lasting and low maintenance and will give us about 15 years per the landscaper, with very large blooms in the late summer).

There's also an area in the West Side's center area where it clearly looks like a very obviously large bare spot which reeks of nothingness where we can add a Swamp White Oak tree to make it look more full and symmetrical.

There is an area which is really meant for decorative small trees to be put up next to the monument walls (right behind the boxwoods) where some previous spiral evergreens were planted (removed a few years ago). We plan on clearing up the area, including the large tree stumps behind the Boxwood in front of the monuments where future flowering trees (Adirondack) flowering crab trees can go. This way we have both spring as well as summer/late summer colors, spring thanks to this and summer/late summer with the aforementioned hydrangeas.

e. Provide a detailed list of all proposed plants, if any, intended to be used in the project. Include the plant's common name and Latin name. Please refer to the City's prohibited species list in section 9c of the City's Landscape Design Manual.

- i) Annabelle Hydrangea*
- ii) Adirondack flowering crab tree*
- iii) Swamp White Oak Tree (Quercus bicolor)*

III. Funding Information

a. Estimated Total Project Costs

\$11,105

b. Who provided this cost estimate?

Name Michael (Begonia Brothers), Estimator, Begonia Brothers •
michael@begoniabrothers.com Phone number: (888) 889-8282

c. Total amount of funds requested (50% project costs up to \$5,000 maximum)

\$5,000

d. If the project cost is projected to exceed the 1:1 match from the City (e.g., if the project cost projection is \$12,000, the City's maximum contribution is \$5,000, matched by \$5,000 from the organization with an additional \$2,000 from the organization), please provide the amount of the additional cost.

\$1,105.

e. Total amount to be donated through in-kind donations and/or cash assistance. • Please provide a summary of in-kind donations such as professional services or donated materials (excluding volunteer labor).

• Please include formal documentation from the donating entity/company on company letterhead confirming their specific donation for the project.

Not applicable as the Project will be funded by Association's Operating/Special Assessment costs as well as the City Matching Grant.

f. Itemized unit and total cost estimates

<i>Item</i>	<i>#units</i>	<i>Cost/unit</i>	<i>total</i>
<i>Tree (adirondack crab tree)</i>	<i>8</i>	<i>\$693</i>	<i>\$5544</i>
<i>Shrub (3 gallon annabelle hydrangea)</i>	<i>36</i>	<i>\$84</i>	<i>\$3024</i>
<i>Labor (prep area for crab trees)</i>			<i>\$1650</i>
<i>Tree (swamp white oak)</i>	<i>1</i>	<i>\$887</i>	<i>\$887</i>
<i>Total</i>			<i>\$11,105</i>

Attachments Please include:

- The association/property's current budget, in order to demonstrate its ability to pay for the entire project before reimbursement and to maintain the project in the future (Please remove all account numbers from any bank statements that are submitted as part of the grant application)
There is a document called 'Pages from 12. Asbury Park December 2022 Financial Package' as well as the 'Asbury Park SA - Bank Balance Report' showing that we can pay the full amount before reimbursement.

- Documentation reflecting the association/property's current and previous spending on landscape and landscape maintenance
This can be viewed in the attached budgets for prior years under 6xxx item codes.

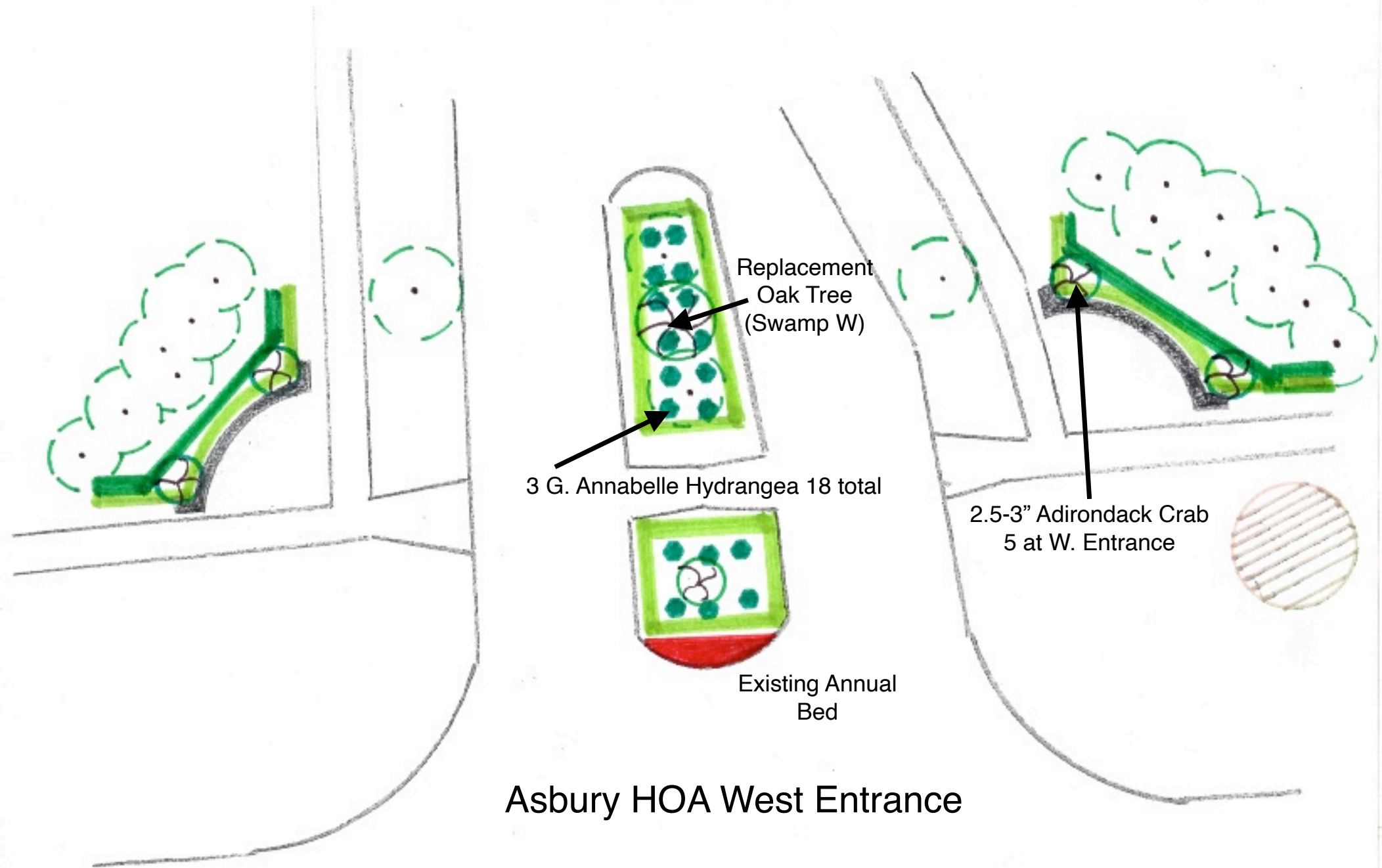
- Formal documentation from the donating entity/company on company letterhead confirming their specific donation for the project (if applicable)
N/A since we are not using any donations from any other entity or company.

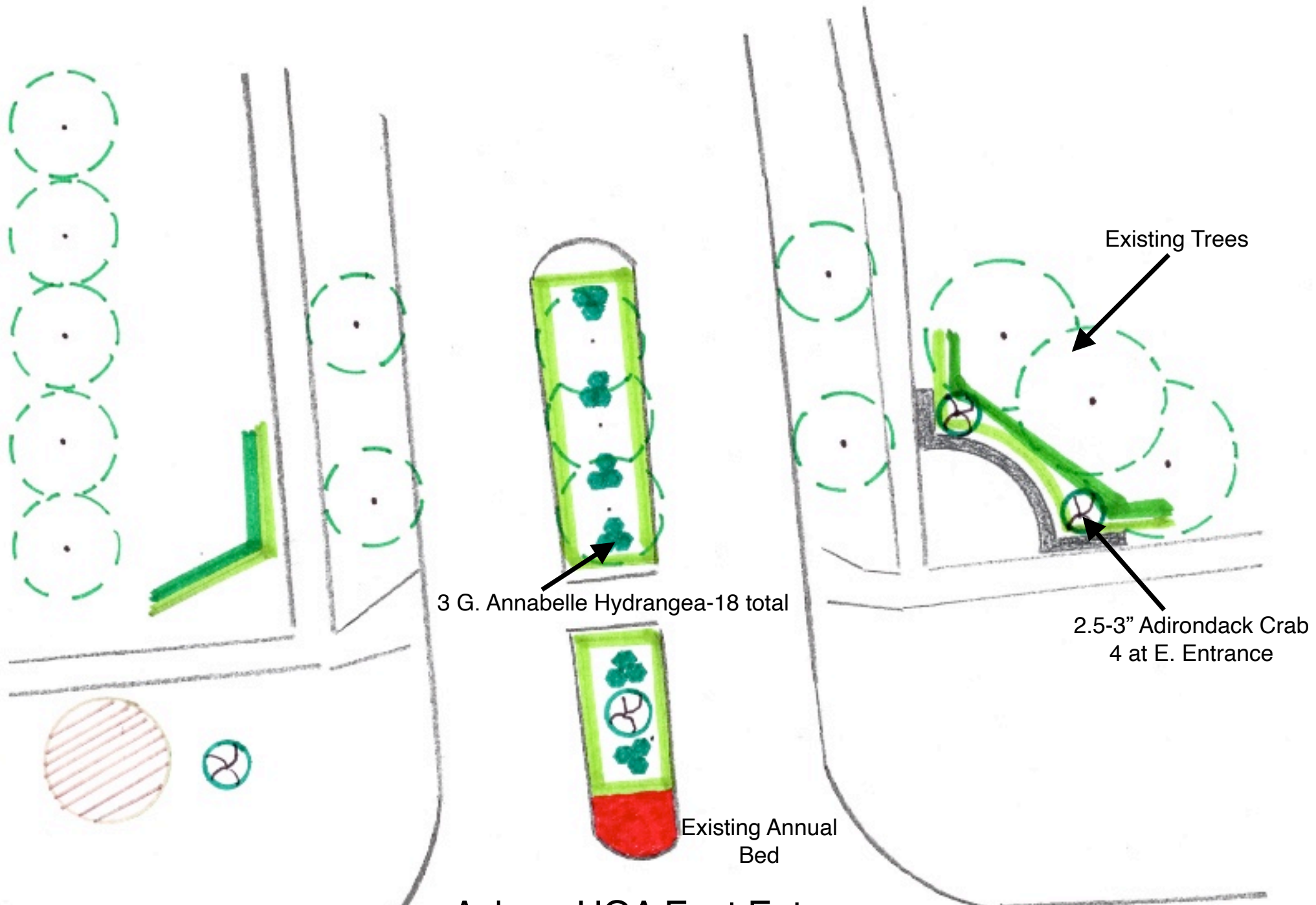
- Written permission/approval from the necessary entity if there is an impact on property owners or other non-city agencies (if applicable)
N/A this is being done on HOA entrance area property only and does not impact any other non city entity or any resident's property in any way

- Well-defined, scaled plans of the proposed project with complete plant lists and specifications of any lighting
The pictures of the sub entrances in general are all attached (it was snowy but hopefully you can also utilize the older pictures in this document). Please note the older pictures (some of them taken from Google Maps Street View have old ornamental spiral trees that are no longer there, were removed many years ago due to them dying).

- Map with project location identified
This is provided both within this document and attachments.

-  Asbury HOA Entrances
-  Asbury Park - 2021 Income Statement
-  Asbury Park - 2022 and 2023 Budget Summary
-  Asbury Park - 2022 Income Statement
-  Asbury Park - Budget Spread By Department
-  Asbury Park 2021 Budget Mailing
-  Asbury Park SA - Bank Balance Report
-  Asbury Quote from Begonia Brothers
-  East Side - Center Island
-  East Side - East Wall
-  East Side - Full View
-  East Side - West Wall
-  Pages from 12. Asbury Park December 2022 Financial Package
-  West Side - Center Island
-  West Side - East Wall
-  West Side - Full View
-  West Side - West Wall





3 G. Annabelle Hydrangea-18 total

Existing Trees

2.5-3" Adirondack Crab
4 at E. Entrance

Existing Annual
Bed

Asbury HOA East Entrance



Begonia Brothers Services LLC

21141 Brickscape Drive
Northville, MI 48167

Name/Address

Asbury Park HOA
Associa Kramer-Triad Management
40000 Grand River Ave- suite 100
Novi, MI 48375
Attn:

Proposal and Contract

Date	Estimate No.
01/23/23	3485109

Phone: 888-889-8282

Fax: 866-980-9559

Email: info@begoniabrothers.com

Item	Description	Quantity	Cost	Total
Gen Labor	East and West Entrance Landscape Renovations/Enhancements Removal of existing stumps behind boxwoods where previous large spiral evergreens were planted. 6 total stumps. 4 at West Entrance, 2 at East Entrance. Will require some shrubs to be removed during the stump removal process due to close proximity of surrounding material.		1,650.00	1,650.00
Tree	2.5-3" Adirondack crab trees- double bloom white spring flowers. 4 installed at West behind boxwood hedge where stumps are to be removed, one center island bed. 3 at East Entrance, 2 of those behind the boxwoods similar to West Entrance and one on the west part of East entrance in the common area lawn.	8	693.00	5,544.00
Tree	West Entrance - Swamp White Oak Center island between two existing oaks. 3" caliper	1	887.00	887.00
shrub	3 gallon annabelle hydrangea . 36 total. Center Island in between formal hedge of evergreens. Divided up equally between West Entrance center island and East Entrance center island beds.	36	84.00	3,024.00
Please call us with any questions!			Total	\$11,105.00

Begonia Brothers warrants the above plants to be disease and pest free at the time of delivery. Begonia Brothers' liability is limited to replacement of diseased and pest infested plants or refund of purchase price at Begonia Brothers option. The warranty described in this paragraph shall be in lieu of any other warranty expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. It is the sole responsibility of the purchaser to maintain any plants after installation. Begonia Brothers is not responsible for watering, weeding, fertilizing or replacing any such material unless previously agreed upon in writing. Payment is due Net 30 with a 2% monthly finance charge on past due invoices.

Client Acceptance _____ Date _____

Contractor Approval _____ Date _____

12-31-22
274576171

ASBURY PARK HOMEOWNERS ASSN INC

12-23	ATGPay Online Pa ATGPay Onl	222.00
	ASBURY PARK	
	ST-H9S4X2R5H2Y1	
12-27	AVIDPAY SERVICE	1520.00-
	AVIDPAY	
	705REF*CK*1000207*221223*Begon	
12-28	ATGPay Online Pa ATGPay Onl	830.00
	ASBURY PARK	
	ST-P600C3R5G6T5	
12-29	AVIDPAY SERVICE	63.89-
	AVIDPAY	
	705REF*CK*1000208*221228*DTE E	

* - - - - - - - - - -DAILY BALANCE SUMMARY- - - - - - - - - - *

| Date | Balance | Date | Balance | Date | Balance |
|-------|----------|-------|----------|-------|----------|
| 11-30 | 11821.56 | 12-02 | 11396.88 | 12-05 | 11272.58 |
| 12-14 | 11135.58 | 12-16 | 10052.82 | 12-19 | 9608.13 |
| 12-22 | 9386.13 | 12-23 | 10438.13 | 12-27 | 10653.13 |
| 12-28 | 11483.13 | 12-29 | 11419.24 | 12-30 | 11419.69 |

* - - - - - - - - - -OVERDRAFT CHARGES/REFUNDS SUMMARY - - - - - - - - - - *

| | This Cycle | YTD |
|--------------------------|------------|-----|
| Total returned item fees | .00 | .00 |
| Total overdraft fees | .00 | .00 |

END OF STATEMENT

Tiffany Wallace
Tiffany Wallace
Community Association Manager

Income Statement Report Asbury Park Operating

December 01, 2021 thru December 31, 2021

| | Actual | Current Period
Budget | Variance | Actual | Year to Date (12 months)
Budget | Variance | Annual
Budget | Budget
Remaining |
|---|-------------------|--------------------------|-------------------|-------------------|------------------------------------|-------------------|------------------|---------------------|
| <u>Income</u> | | | | | | | | |
| Assessment Income | | | | | | | | |
| 4000 - Association Fees | 0.00 | 0.00 | 0.00 | 37,350.00 | 37,350.00 | 0.00 | 37,350.00 | 0.00 |
| Total Assessment Income | 0.00 | 0.00 | 0.00 | 37,350.00 | 37,350.00 | 0.00 | 37,350.00 | 0.00 |
| Other Income | | | | | | | | |
| 4810 - Compliance Fines | 0.00 | 0.00 | 0.00 | 250.00 | 0.00 | 250.00 | 0.00 | (250.00) |
| Total Other Income | 0.00 | 0.00 | 0.00 | 250.00 | 0.00 | 250.00 | 0.00 | (250.00) |
| Investment Income | | | | | | | | |
| 4900 - Interest Earned - Operating Accounts | 0.53 | 0.00 | 0.53 | 13.85 | 0.00 | 13.85 | 0.00 | (13.85) |
| 4904 - Perm Transfer Reserve Contribution | (2,705.00) | 0.00 | (2,705.00) | (2,705.00) | 0.00 | (2,705.00) | 0.00 | 2,705.00 |
| Total Investment Income | (2,704.47) | 0.00 | (2,704.47) | (2,691.15) | 0.00 | (2,691.15) | 0.00 | 2,691.15 |
| Total Operating Income | (2,704.47) | 0.00 | (2,704.47) | 34,908.85 | 37,350.00 | (2,441.15) | 37,350.00 | 2,441.15 |
| <u>Expense</u> | | | | | | | | |
| Administrative | | | | | | | | |
| 5015 - Bank Charges | 180.00 | 0.00 | 180.00 | 180.00 | 0.00 | 180.00 | 0.00 | (180.00) |
| 5030 - Coupon Costs | 87.30 | 123.75 | (36.45) | 571.50 | 123.75 | 447.75 | 123.75 | (447.75) |
| 5090 - Office Supplies | 80.95 | 6.00 | 74.95 | 488.71 | 70.00 | 418.71 | 70.00 | (418.71) |
| 5195 - Other Administrative Services | 0.00 | 54.00 | (54.00) | 609.50 | 650.00 | (40.50) | 650.00 | 40.50 |
| 5210 - Printing/Copying | 86.45 | 33.00 | 53.45 | 397.60 | 400.00 | (2.40) | 400.00 | 2.40 |
| 5215 - Postage | 48.81 | 9.00 | 39.81 | 249.61 | 110.00 | 139.61 | 110.00 | (139.61) |
| 7000 - Accounting/Audit | 0.00 | 0.00 | 0.00 | 100.00 | 200.00 | (100.00) | 200.00 | 100.00 |
| 7020 - Legal | 0.00 | 25.00 | (25.00) | 0.00 | 300.00 | (300.00) | 300.00 | 300.00 |
| Total Administrative | 483.51 | 250.75 | 232.76 | 2,596.92 | 1,853.75 | 743.17 | 1,853.75 | (743.17) |
| Insurance | | | | | | | | |
| 5400 - Insurance Premiums | 0.00 | 0.00 | 0.00 | 1,092.00 | 1,106.05 | (14.05) | 1,106.05 | 14.05 |
| Total Insurance | 0.00 | 0.00 | 0.00 | 1,092.00 | 1,106.05 | (14.05) | 1,106.05 | 14.05 |

Income Statement Report

Asbury Park

Operating

December 01, 2021 thru December 31, 2021

| | Actual | Current Period
Budget | Variance | Actual | Year to Date (12 months)
Budget | Variance | Annual
Budget | Budget
Remaining |
|---|-------------------|--------------------------|-------------------|-------------------|------------------------------------|-------------------|------------------|---------------------|
| <u>Expense</u> | | | | | | | | |
| Utilities | | | | | | | | |
| 6000 - Electric Service | 63.82 | 58.00 | 5.82 | 665.75 | 700.00 | (34.25) | 700.00 | 34.25 |
| 6025 - Water Service | 1,522.96 | 525.00 | 997.96 | 5,482.56 | 6,300.00 | (817.44) | 6,300.00 | 817.44 |
| 6050 - Telephone Service | 0.00 | 17.00 | (17.00) | 35.00 | 210.00 | (175.00) | 210.00 | 175.00 |
| Total Utilities | 1,586.78 | 600.00 | 986.78 | 6,183.31 | 7,210.00 | (1,026.69) | 7,210.00 | 1,026.69 |
| Landscaping | | | | | | | | |
| 6110 - Landscape Repair & Maintenance | 0.00 | 0.00 | 0.00 | 12,009.00 | 9,756.00 | 2,253.00 | 9,756.00 | (2,253.00) |
| 6120 - Fertilizer | 0.00 | 0.00 | 0.00 | 2,415.00 | 2,415.00 | 0.00 | 2,415.00 | 0.00 |
| 6140 - Mowing & Edging | 924.00 | 0.00 | 924.00 | 6,006.00 | 6,468.00 | (462.00) | 6,468.00 | 462.00 |
| 6200 - Irrigation Repair & Maintenance | 215.00 | 0.00 | 215.00 | 1,490.98 | 650.00 | 840.98 | 650.00 | (840.98) |
| Total Landscaping | 1,139.00 | 0.00 | 1,139.00 | 21,920.98 | 19,289.00 | 2,631.98 | 19,289.00 | (2,631.98) |
| Repair & Maintenance | | | | | | | | |
| 6600 - General Repair & Maintenance | 0.00 | 36.25 | (36.25) | 51.38 | 440.25 | (388.87) | 440.25 | 388.87 |
| Total Repair & Maintenance | 0.00 | 36.25 | (36.25) | 51.38 | 440.25 | (388.87) | 440.25 | 388.87 |
| Professional Services | | | | | | | | |
| 7040 - Management Fees | 350.00 | 550.00 | (200.00) | 4,600.00 | 6,600.00 | (2,000.00) | 6,600.00 | 2,000.00 |
| Total Professional Services | 350.00 | 550.00 | (200.00) | 4,600.00 | 6,600.00 | (2,000.00) | 6,600.00 | 2,000.00 |
| Other Expenses | | | | | | | | |
| 9105 - Reserve Contribution Expense | 85.00 | 84.95 | 0.05 | 850.00 | 850.95 | (0.95) | 850.95 | 0.95 |
| Total Other Expenses | 85.00 | 84.95 | 0.05 | 850.00 | 850.95 | (0.95) | 850.95 | 0.95 |
| Reserve Expenses | | | | | | | | |
| 9104 - Perm Transfer Reserve Contribution E | 0.00 | 0.00 | 0.00 | (8,305.00) | 0.00 | (8,305.00) | 0.00 | 8,305.00 |
| Total Reserve Expenses | 0.00 | 0.00 | 0.00 | (8,305.00) | 0.00 | (8,305.00) | 0.00 | 8,305.00 |
| Total Operating Expense | 3,644.29 | 1,521.95 | 2,122.34 | 28,989.59 | 37,350.00 | (8,360.41) | 37,350.00 | 8,360.41 |
| Total Operating Income / (Loss) | (6,348.76) | (1,521.95) | (4,826.81) | 5,919.26 | 0.00 | 5,919.26 | 0.00 | (5,919.26) |

Income Statement Report

Asbury Park

Reserves

December 01, 2021 thru December 31, 2021

| | Actual | Current Period
Budget | Variance | Actual | Year to Date (12 months)
Budget | Variance | Annual
Budget | Budget
Remaining |
|--|-------------------|--------------------------|-------------------|-------------------|------------------------------------|-------------------|------------------|---------------------|
| <u>Income</u> | | | | | | | | |
| Investment Income | | | | | | | | |
| 4904 - Perm Transfer Reserve Contribution | 0.00 | 0.00 | 0.00 | (8,305.00) | 0.00 | (8,305.00) | 0.00 | 8,305.00 |
| 4905 - Reserve Contribution Income | 85.00 | 84.95 | 0.05 | 850.00 | 850.95 | (0.95) | 850.95 | 0.95 |
| 4910 - Interest Earned - Reserve Accounts | 0.45 | 0.00 | 0.45 | 2.61 | 0.00 | 2.61 | 0.00 | (2.61) |
| Total Investment Income | 85.45 | 84.95 | 0.50 | (7,452.39) | 850.95 | (8,303.34) | 850.95 | 8,303.34 |
| Total Reserves Income | 85.45 | 84.95 | 0.50 | (7,452.39) | 850.95 | (8,303.34) | 850.95 | 8,303.34 |
| <u>Expense</u> | | | | | | | | |
| Reserve Expenses | | | | | | | | |
| 9104 - Perm Transfer Reserve Contribution E | (2,705.00) | 0.00 | (2,705.00) | (2,705.00) | 0.00 | (2,705.00) | 0.00 | 2,705.00 |
| Total Reserve Expenses | (2,705.00) | 0.00 | (2,705.00) | (2,705.00) | 0.00 | (2,705.00) | 0.00 | 2,705.00 |
| Total Reserves Expense | (2,705.00) | 0.00 | (2,705.00) | (2,705.00) | 0.00 | (2,705.00) | 0.00 | 2,705.00 |
| Total Reserves Income / (Loss) | 2,790.45 | 84.95 | 2,705.50 | (4,747.39) | 850.95 | (5,598.34) | 850.95 | 5,598.34 |
| Total Association Net Income / (Loss) | (3,558.31) | (1,437.00) | (2,121.31) | 1,171.87 | 850.95 | 320.92 | 850.95 | (320.92) |

Budget Summary Report
Asbury Park
Dept: 51 - Operating
2023 Budget- Approved - 45 units

| | 2022
Budget | 2023
Budget | 2023 Monthly
Budget |
|---|------------------------|------------------------|--------------------------------|
| Assessment Income | | | |
| 4000 - Association Fees | 37,350.00 | 37,350.00 | 3,112.50 |
| 4030 - Special Assessments | 0.00 | 0.00 | 0.00 |
| 4070 - Maintenance Bill-Backs | 0.00 | 0.00 | 0.00 |
| Total Assessment Income | 37,350.00 | 37,350.00 | 3,112.50 |
| Collections Income | | | |
| 4705 - NSF Service Fees | 0.00 | 0.00 | 0.00 |
| 4710 - Late Fees & Interest | 0.00 | 0.00 | 0.00 |
| 4720 - Legal Reimbursements | 0.00 | 0.00 | 0.00 |
| Total Collections Income | 0.00 | 0.00 | 0.00 |
| Other Income | | | |
| 4810 - Compliance Fines | 0.00 | 0.00 | 0.00 |
| Total Other Income | 0.00 | 0.00 | 0.00 |
| Investment Income | | | |
| 4900 - Interest Earned - Operating Accounts | 0.00 | 0.00 | 0.00 |
| Total Investment Income | 0.00 | 0.00 | 0.00 |
| Total Operating Income | 37,350.00 | 37,350.00 | 3,112.50 |
| Administrative | | | |
| 5015 - Bank Charges | 0.00 | 0.00 | 0.00 |
| 5025 - Collection Charges | 0.00 | 0.00 | 0.00 |
| 5030 - Account Management Fee | 513.00 | 513.00 | 42.75 |
| 5090 - Office Supplies | 375.00 | 500.00 | 41.67 |
| 5195 - Other Administrative Services | 675.00 | 575.00 | 47.92 |
| 5210 - Printing/Copying | 400.00 | 500.00 | 41.67 |
| 5215 - Postage | 225.00 | 300.00 | 25.00 |
| 7000 - Accounting/Audit | 750.00 | 750.00 | 62.50 |
| 7020 - Legal | 300.00 | 2,000.00 | 166.67 |
| Total Administrative | 3,238.00 | 5,138.00 | 428.18 |
| Insurance | | | |
| 5400 - Insurance Premiums | 1,125.00 | 1,500.00 | 125.00 |
| Total Insurance | 1,125.00 | 1,500.00 | 125.00 |
| Utilities | | | |
| 6000 - Electric Service | 700.00 | 750.00 | 62.50 |
| 6025 - Water Service | 6,300.00 | 6,300.00 | 525.00 |
| Total Utilities | 7,000.00 | 7,050.00 | 587.50 |
| Landscaping | | | |
| 6110 - Landscape Repair & Maintenance | 9,756.00 | 3,674.00 | 306.17 |
| 6120 - Fertilizer | 3,000.00 | 3,000.00 | 250.00 |
| 6140 - Mowing & Edging | 6,468.00 | 8,234.00 | 686.17 |
| 6200 - Irrigation Repair & Maintenance | 650.00 | 1,000.00 | 83.33 |
| Total Landscaping | 19,874.00 | 15,908.00 | 1,325.67 |
| Repair & Maintenance | | | |
| 6600 - General Repair & Maintenance | 440.00 | 2,060.00 | 171.67 |
| Total Repair & Maintenance | 440.00 | 2,060.00 | 171.67 |

Budget Summary Report
Asbury Park
Dept: 51 - Operating
2023 Budget- Approved - 45 units

| | 2022
Budget | 2023
Budget | 2023 Monthly
Budget |
|--|------------------------|------------------------|--------------------------------|
| Professional Services | | | |
| 7025 - Legal Services - Collections | 0.00 | 0.00 | 0.00 |
| 7040 - Management Fees | 4,305.00 | 4,326.00 | 360.50 |
| Total Professional Services | 4,305.00 | 4,326.00 | 360.50 |
| Other Expenses | | | |
| 9105 - Reserve Contribution Expense | 1,368.00 | 1,368.00 | 114.00 |
| Total Other Expenses | 1,368.00 | 1,368.00 | 114.00 |
| Total Operating Expense | 37,350.00 | 37,350.00 | 3,112.52 |
| Total Operating Net Income / (Loss) | 0.00 | 0.00 | (0.02) |

Budget Summary Report
Asbury Park
Dept: RESERVE - Reserves
2023 Budget- Approved - 45 units

| | 2022
Budget | 2023
Budget | 2023 Monthly
Budget |
|--|------------------------|------------------------|--------------------------------|
| Assessment Income | | | |
| 4025 - Reserve Assessments | 0.00 | 0.00 | 0.00 |
| Total Assessment Income | 0.00 | 0.00 | 0.00 |
| Investment Income | | | |
| 4905 - Reserve Contribution Income | 1,368.00 | 1,368.00 | 114.00 |
| 4910 - Interest Earned - Reserve Accounts | 0.00 | 0.00 | 0.00 |
| Total Investment Income | 1,368.00 | 1,368.00 | 114.00 |
| Total Reserves Income | 1,368.00 | 1,368.00 | 114.00 |
| Total Reserves Net Income / (Loss) | 1,368.00 | 1,368.00 | 114.00 |
| Total Association Net Income / (Loss) | 1,368.00 | 1,368.00 | 113.98 |

Income Statement Report

Asbury Park

Operating

December 01, 2022 thru December 31, 2022

| | Actual | Current Period
Budget | Variance | Actual | Year to Date (12 months)
Budget | Variance | Annual
Budget | Budget
Remaining |
|---|----------------|--------------------------|----------------|------------------|------------------------------------|-----------------|------------------|---------------------|
| <u>Income</u> | | | | | | | | |
| Assessment Income | | | | | | | | |
| 4000 - Association Fees | 0.00 | 0.00 | 0.00 | 36,520.00 | 37,350.00 | (830.00) | 37,350.00 | 830.00 |
| Total Assessment Income | 0.00 | 0.00 | 0.00 | 36,520.00 | 37,350.00 | (830.00) | 37,350.00 | 830.00 |
| Collections Income | | | | | | | | |
| 4705 - NSF Service Fees | 0.00 | 0.00 | 0.00 | 30.00 | 0.00 | 30.00 | 0.00 | (30.00) |
| 4710 - Late Fees & Interest | 50.00 | 0.00 | 50.00 | 1,050.00 | 0.00 | 1,050.00 | 0.00 | (1,050.00) |
| 4720 - Legal Reimbursements | 0.00 | 0.00 | 0.00 | 1,168.00 | 0.00 | 1,168.00 | 0.00 | (1,168.00) |
| Total Collections Income | 50.00 | 0.00 | 50.00 | 2,248.00 | 0.00 | 2,248.00 | 0.00 | (2,248.00) |
| Other Income | | | | | | | | |
| 4810 - Compliance Fines | (25.00) | 0.00 | (25.00) | 1,225.00 | 0.00 | 1,225.00 | 0.00 | (1,225.00) |
| Total Other Income | (25.00) | 0.00 | (25.00) | 1,225.00 | 0.00 | 1,225.00 | 0.00 | (1,225.00) |
| Investment Income | | | | | | | | |
| 4900 - Interest Earned - Operating Accounts | 0.45 | 0.00 | 0.45 | 13.95 | 0.00 | 13.95 | 0.00 | (13.95) |
| Total Investment Income | 0.45 | 0.00 | 0.45 | 13.95 | 0.00 | 13.95 | 0.00 | (13.95) |
| Total Operating Income | 25.45 | 0.00 | 25.45 | 40,006.95 | 37,350.00 | 2,656.95 | 37,350.00 | (2,656.95) |
| <u>Expense</u> | | | | | | | | |
| Administrative | | | | | | | | |
| 5015 - Bank Charges | 0.00 | 0.00 | 0.00 | 10.00 | 0.00 | 10.00 | 0.00 | (10.00) |
| 5030 - Account Management Fee | 126.00 | 43.00 | 83.00 | 168.75 | 513.00 | (344.25) | 513.00 | 344.25 |
| 5090 - Office Supplies | 77.39 | 31.00 | 46.39 | 483.87 | 375.00 | 108.87 | 375.00 | (108.87) |
| 5195 - Other Administrative Services | 75.00 | 56.00 | 19.00 | 882.50 | 675.00 | 207.50 | 675.00 | (207.50) |
| 5210 - Printing/Copying | 203.30 | 33.00 | 170.30 | 1,447.15 | 400.00 | 1,047.15 | 400.00 | (1,047.15) |
| 5215 - Postage | 120.84 | 19.00 | 101.84 | 475.42 | 225.00 | 250.42 | 225.00 | (250.42) |
| 7000 - Accounting/Audit | 0.00 | 0.00 | 0.00 | 220.00 | 750.00 | (530.00) | 750.00 | 530.00 |
| 7020 - Legal | 0.00 | 25.00 | (25.00) | 1,959.65 | 300.00 | 1,659.65 | 300.00 | (1,659.65) |
| Total Administrative | 602.53 | 207.00 | 395.53 | 5,647.34 | 3,238.00 | 2,409.34 | 3,238.00 | (2,409.34) |

Income Statement Report

Asbury Park

Operating

December 01, 2022 thru December 31, 2022

| | Actual | Current Period
Budget | Variance | Actual | Year to Date (12 months)
Budget | Variance | Annual
Budget | Budget
Remaining |
|--|-------------------|--------------------------|-------------------|-------------------|------------------------------------|-------------------|------------------|---------------------|
| <u>Expense</u> | | | | | | | | |
| Insurance | | | | | | | | |
| 5400 - Insurance Premiums | 0.00 | 0.00 | 0.00 | 1,102.00 | 1,125.00 | (23.00) | 1,125.00 | 23.00 |
| Total Insurance | 0.00 | 0.00 | 0.00 | 1,102.00 | 1,125.00 | (23.00) | 1,125.00 | 23.00 |
| Utilities | | | | | | | | |
| 6000 - Electric Service | 128.07 | 58.00 | 70.07 | 786.43 | 700.00 | 86.43 | 700.00 | (86.43) |
| 6025 - Water Service | 2,357.45 | 525.00 | 1,832.45 | 5,684.69 | 6,300.00 | (615.31) | 6,300.00 | 615.31 |
| Total Utilities | 2,485.52 | 583.00 | 1,902.52 | 6,471.12 | 7,000.00 | (528.88) | 7,000.00 | 528.88 |
| Landscaping | | | | | | | | |
| 6110 - Landscape Repair & Maintenance | 150.00 | 0.00 | 150.00 | 9,863.00 | 9,756.00 | 107.00 | 9,756.00 | (107.00) |
| 6120 - Fertilizer | 0.00 | 0.00 | 0.00 | 1,396.00 | 3,000.00 | (1,604.00) | 3,000.00 | 1,604.00 |
| 6140 - Mowing & Edging | 2,915.00 | 0.00 | 2,915.00 | 8,223.00 | 6,468.00 | 1,755.00 | 6,468.00 | (1,755.00) |
| 6200 - Irrigation Repair & Maintenance | 215.00 | 0.00 | 215.00 | 2,422.98 | 650.00 | 1,772.98 | 650.00 | (1,772.98) |
| Total Landscaping | 3,280.00 | 0.00 | 3,280.00 | 21,904.98 | 19,874.00 | 2,030.98 | 19,874.00 | (2,030.98) |
| Repair & Maintenance | | | | | | | | |
| 6600 - General Repair & Maintenance | 0.00 | 37.00 | (37.00) | 3,436.09 | 440.00 | 2,996.09 | 440.00 | (2,996.09) |
| Total Repair & Maintenance | 0.00 | 37.00 | (37.00) | 3,436.09 | 440.00 | 2,996.09 | 440.00 | (2,996.09) |
| Professional Services | | | | | | | | |
| 7040 - Management Fees | 360.50 | 359.00 | 1.50 | 4,326.00 | 4,305.00 | 21.00 | 4,305.00 | (21.00) |
| Total Professional Services | 360.50 | 359.00 | 1.50 | 4,326.00 | 4,305.00 | 21.00 | 4,305.00 | (21.00) |
| Other Expenses | | | | | | | | |
| 9105 - Reserve Contribution Expense | 137.00 | 137.00 | 0.00 | 1,370.00 | 1,368.00 | 2.00 | 1,368.00 | (2.00) |
| Total Other Expenses | 137.00 | 137.00 | 0.00 | 1,370.00 | 1,368.00 | 2.00 | 1,368.00 | (2.00) |
| Total Operating Expense | 6,865.55 | 1,323.00 | 5,542.55 | 44,257.53 | 37,350.00 | 6,907.53 | 37,350.00 | (6,907.53) |
| Total Operating Income / (Loss) | (6,840.10) | (1,323.00) | (5,517.10) | (4,250.58) | 0.00 | (4,250.58) | 0.00 | 4,250.58 |

Income Statement Report Asbury Park Reserves

December 01, 2022 thru December 31, 2022

| | Actual | Current Period
Budget | Variance | Actual | Year to Date (12 months)
Budget | Variance | Annual
Budget | Budget
Remaining |
|--|-----------------------|--------------------------|-----------------------|-----------------------|------------------------------------|-----------------------|---------------------|---------------------|
| <u>Income</u> | | | | | | | | |
| Investment Income | | | | | | | | |
| 4905 - Reserve Contribution Income | 137.00 | 137.00 | 0.00 | 1,370.00 | 1,368.00 | 2.00 | 1,368.00 | (2.00) |
| 4910 - Interest Earned - Reserve Accounts | 1.24 | 0.00 | 1.24 | 9.54 | 0.00 | 9.54 | 0.00 | (9.54) |
| Total Investment Income | 138.24 | 137.00 | 1.24 | 1,379.54 | 1,368.00 | 11.54 | 1,368.00 | (11.54) |
| Total Reserves Income | 138.24 | 137.00 | 1.24 | 1,379.54 | 1,368.00 | 11.54 | 1,368.00 | (11.54) |
| Total Reserves Income / (Loss) | 138.24 | 137.00 | 1.24 | 1,379.54 | 1,368.00 | 11.54 | 1,368.00 | (11.54) |
|
Total Association Net Income / (Loss) |
(6,701.86) |
(1,186.00) |
(5,515.86) |
(2,871.04) |
1,368.00 |
(4,239.04) |
1,368.00 |
4,239.04 |

Spread Report **Asbury Park** **Operating** **2023 Budget- Approved**

| Description | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|
| Assessment Income | | | | | | | | | | | | | |
| 4000 -- Association Fees | 3,113 | 3,112 | 3,113 | 3,112 | 3,113 | 3,112 | 3,113 | 3,112 | 3,113 | 3,112 | 3,113 | 3,112 | 37,350 |
| Total Assessment Income | 3,113 | 3,112 | 3,113 | 3,112 | 3,113 | 3,112 | 3,113 | 3,112 | 3,113 | 3,112 | 3,113 | 3,112 | 37,350 |
| Total Operating Income | 3,113 | 3,112 | 3,113 | 3,112 | 3,113 | 3,112 | 3,113 | 3,112 | 3,113 | 3,112 | 3,113 | 3,112 | 37,350 |
| Administrative | | | | | | | | | | | | | |
| 5030 -- Account Management Fee | 43 | 43 | 42 | 43 | 43 | 43 | 42 | 43 | 43 | 43 | 42 | 43 | 513 |
| 5090 -- Office Supplies | 42 | 41 | 42 | 42 | 41 | 42 | 42 | 41 | 42 | 42 | 41 | 42 | 500 |
| 5195 -- Other Administrative Services | 48 | 48 | 48 | 48 | 48 | 48 | 47 | 48 | 48 | 48 | 48 | 48 | 575 |
| 5210 -- Printing/Copying | 42 | 41 | 42 | 42 | 41 | 42 | 42 | 41 | 42 | 42 | 41 | 42 | 500 |
| 5215 -- Postage | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 300 |
| 7000 -- Accounting/Audit | 63 | 62 | 63 | 62 | 63 | 62 | 63 | 62 | 63 | 62 | 63 | 62 | 750 |
| 7020 -- Legal | 167 | 166 | 167 | 167 | 166 | 167 | 167 | 166 | 167 | 167 | 166 | 167 | 2,000 |
| Total Administrative | 430 | 426 | 429 | 429 | 427 | 429 | 428 | 426 | 430 | 429 | 426 | 429 | 5,138 |
| Insurance | | | | | | | | | | | | | |
| 5400 -- Insurance Premiums | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 1,500 |
| Total Insurance | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 1,500 |
| Utilities | | | | | | | | | | | | | |
| 6000 -- Electric Service | 63 | 62 | 63 | 62 | 63 | 62 | 63 | 62 | 63 | 62 | 63 | 62 | 750 |
| 6025 -- Water Service | 525 | 525 | 525 | 525 | 525 | 525 | 525 | 525 | 525 | 525 | 525 | 525 | 6,300 |
| Total Utilities | 588 | 587 | 588 | 587 | 588 | 587 | 588 | 587 | 588 | 587 | 588 | 587 | 7,050 |
| Landscaping | | | | | | | | | | | | | |
| 6110 -- Landscape Repair & Maintenance | 306 | 306 | 307 | 306 | 306 | 306 | 306 | 306 | 307 | 306 | 306 | 306 | 3,674 |
| 6120 -- Fertilizer | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 3,000 |
| 6140 -- Mowing & Edging | 686 | 686 | 687 | 686 | 686 | 686 | 686 | 686 | 687 | 686 | 686 | 686 | 8,234 |
| 6200 -- Irrigation Repair & Maintenance | 83 | 84 | 83 | 83 | 84 | 83 | 83 | 84 | 83 | 83 | 84 | 83 | 1,000 |
| Total Landscaping | 1,325 | 1,326 | 1,327 | 1,325 | 1,326 | 1,325 | 1,325 | 1,326 | 1,327 | 1,325 | 1,326 | 1,325 | 15,908 |
| Repair & Maintenance | | | | | | | | | | | | | |
| 6600 -- General Repair & Maintenance | 172 | 171 | 172 | 172 | 171 | 172 | 172 | 171 | 172 | 172 | 171 | 172 | 2,060 |
| Total Repair & Maintenance | 172 | 171 | 172 | 172 | 171 | 172 | 172 | 171 | 172 | 172 | 171 | 172 | 2,060 |

Spread Report Asbury Park Operating 2023 Budget- Approved

| Description | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|--------------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|
| Professional Services | | | | | | | | | | | | | |
| 7040 -- Management Fees | 361 | 360 | 361 | 360 | 361 | 360 | 361 | 360 | 361 | 360 | 361 | 360 | 4,326 |
| Total Professional Services | 361 | 360 | 361 | 360 | 361 | 360 | 361 | 360 | 361 | 360 | 361 | 360 | 4,326 |
| Other Expenses | | | | | | | | | | | | | |
| 9105 -- Reserve Contribution Expense | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 1,368 |
| Total Other Expenses | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 1,368 |
| Total Operating Expense | 3,115 | 3,109 | 3,116 | 3,112 | 3,112 | 3,112 | 3,113 | 3,109 | 3,117 | 3,112 | 3,111 | 3,112 | 37,350 |
| Total Operating Net Income / (Loss) | (2) | 3 | (3) | 0 | 1 | 0 | 0 | 3 | (4) | 0 | 2 | 0 | 0 |

Spread Report
Asbury Park
Reserves
2023 Budget- Approved

| Description | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|-------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Investment Income | | | | | | | | | | | | | |
| 4905 -- Reserve Contribution Income | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 1,368 |
| Total Investment Income | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 1,368 |
| Total Reserves Income | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 1,368 |
| Total Reserves Net Income / (Loss) | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 114 | 1,368 |
| Total Association | 112 | 117 | 111 | 114 | 115 | 114 | 114 | 117 | 110 | 114 | 116 | 114 | 1,368 |



Associa®

Kramer-Triad Management Group, L.L.C.

Ann Arbor • Novi • Troy

December 28, 2020

Asbury Park Homeowner's Association

RE: 2021 Budget & Payment Coupon.

Dear Co-owner,

The Board has approved the 2021 operating budget, which is enclosed for your review. This budget is the result of hours of analysis and discussion to keep it as reasonable as possible and meets our obligation to maintain and improve our Community. As a result of this analysis, the Board has decided that the Association fee will remain the same in 2021 as it was in 2020.

If you are currently utilizing automatic withdrawal, you will not receive a statement; no further action is required of you as the new fee will continue to be withdrawn automatically. If you wish to sign up for automatic withdrawal from your checking or savings account, the Authorization Form for Consumer Withdrawal is enclosed for your use. Also, please check the statement for the correct address and fee information. If you find any errors, please contact the customer service department at (866) 788-5130. There are also other payment options available to you at this time. Payments can be made by credit card on www.TownSq.io by selecting pay online.

NOTE: Convenience fees apply for this option.

Please note - The late charge continues to be \$25.00 for payments not received by the 11th of the month. Please allow 7 – 10 days for processing if you continue to mail your payments. In addition, as in the past, the late charge will be charged on any unpaid balance. Payments received are first applied to collection fees (including attorney fees), then to fines and late fees, and finally to the balance.

If you have any questions about the 2021 Budget, please contact Customer Service at (866) 788-5130 or email at customerservice@kramertriad.com.

Sincerely,

Board of Directors
Asbury Park Homeowner's Association
Tiffany Wallace, Community Director

Budget Summary Report

Asbury Park

Dept: 51 - Operating

2021 Budget Approved

| | <u>2021 Budget</u> |
|---|--------------------|
| Accounts Payable | |
| 2060 - Insurance Payable | 0.00 |
| Total Accounts Payable | 0.00 |
| Total Operating Liabilities | 0.00 |
| Assessment Income | |
| 4000 - Association Fees | 37,350.00 |
| 4070 - Maintenance Bill-Backs | 0.00 |
| Total Assessment Income | 37,350.00 |
| Collections Income | |
| 4705 - NSF Service Fees | 0.00 |
| 4710 - Late Fees & Interest | 0.00 |
| 4720 - Legal Reimbursements | 0.00 |
| Total Collections Income | 0.00 |
| Other Income | |
| 4810 - Compliance Fines | 0.00 |
| Total Other Income | 0.00 |
| Investment Income | |
| 4900 - Interest Earned - Operating Accounts | 0.00 |
| 4905 - Reserve Contribution Income | 0.00 |
| Total Investment Income | 0.00 |
| Total Operating Income | 37,350.00 |
| Administrative | |
| 5015 - Bank Charges | 0.00 |
| 5025 - Collection Charges | 0.00 |
| 5030 - Coupon Costs | 123.75 |
| 5090 - Office Supplies | 70.00 |
| 5115 - Web Site Maintenance | 0.00 |
| 5195 - Other Administrative Services | 650.00 |
| 5210 - Printing/Copying | 400.00 |
| 5215 - Postage | 110.00 |
| 7000 - Accounting/Audit | 200.00 |
| 7020 - Legal | 300.00 |
| Total Administrative | 1,853.75 |
| Communications | |
| 5200 - Community Events | 0.00 |
| Total Communications | 0.00 |
| Payroll & Benefits | |
| 5304 - Maintenance Salaries | 0.00 |
| Total Payroll & Benefits | 0.00 |
| Insurance | |
| 5400 - Insurance Premiums | 1,106.05 |
| Total Insurance | 1,106.05 |
| Utilities | |
| 6000 - Electric Service | 700.00 |

Budget Summary Report
Asbury Park
Dept: 51 - Operating
2021 Budget Approved

| | <u>2021 Budget</u> |
|--|---------------------------|
| Utilities | |
| 6025 - Water Service | 6,300.00 |
| 6050 - Telephone Service | 210.00 |
| Total Utilities | <u>7,210.00</u> |
| Landscaping | |
| 6110 - Landscape Repair & Maintenance | 9,756.00 |
| 6120 - Fertilizer | 2,415.00 |
| 6140 - Mowing & Edging | 6,468.00 |
| 6199 - Landscape Other | 0.00 |
| 6200 - Irrigation Repair & Maintenance | 650.00 |
| Total Landscaping | <u>19,289.00</u> |
| Repair & Maintenance | |
| 6600 - General Repair & Maintenance | 440.25 |
| Total Repair & Maintenance | <u>440.25</u> |
| Professional Services | |
| 7025 - Legal Services - Collections | 0.00 |
| 7040 - Management Fees | 6,600.00 |
| 7095 - Other Professional Services | 0.00 |
| Total Professional Services | <u>6,600.00</u> |
| F&B Supplies & Expenses | |
| 7215 - Computer Services Cost F&B | 0.00 |
| Total F&B Supplies & Expenses | <u>0.00</u> |
| Other Expenses | |
| 9105 - Reserve Contribution Expense | 850.95 |
| Total Other Expenses | <u>850.95</u> |
| Total Operating Expense | <u>37,350.00</u> |
| Total Operating Net Income / (Loss) | <u>(0.00)</u> |

Bank Balance Report
As Of: Thu Jan 26, 2023

| Association | Bank Name | Bank Account No | Balance | Rec Date |
|----------------|-----------------------------|-----------------|----------|----------|
| Asbury Park SA | CIT Bank Special Assessment | 50709054 | 5,556.00 | |

















11 Mile Rd
Mandalay Cir



Camden Court Condominium Association
c/o Meadow Management Inc., Agent
27780 Novi Road, Suite 110 Novi, MI 48377
248-348-5400 Fax 248-348-5960
Website: camdencourtnovi.com

January 20, 2023

Beautification Commission and the Novi City Counsel
45175 West 10 Mile Road
Novi, MI 48375-3006

Dear Commission and Counsel,

We, the Camden Court Condominium Association (CC), are submitting our application for the Novi Neighborhood Entryway Enhancement Matching Grant Program with this letter.

We have been planning for the changes that we know are necessary to the 13 Mile Road entrance to our community. We have carefully set aside the funds that will be provided exclusively for this project. The Grant matching funds will help us by freeing up some of our reserves for future improvements.

We are a strong community of caring residents of diverse backgrounds and ages. We take great pride in the upkeep and safety of Camden Court. We budget for replanting by our landscaping company Begonia Brothers and community volunteers that plant the flower beds along 13 Mile Road and Novi Road.

We are very concerned with how we spend our community's funds and have been able to keep our dues at an affordable level. This Grant will go a long way in helping our community.

The Camden Court Board of Directors:
Frank Ellias, President
Bill Bear, Vice President, Treasurer & Secretary
Mike Smith, Member-at-Large
Patrick Hornung, Member-at-Large

NOVI NEIGHBORHOOD ENTRYWAY ENHANCEMENT MATCHING GRANT PROGRAM

I) Applicant Information:

Applicant: Camden Court Condominium Association

Age of Community: 22+ years

First-time Applicant: NO (\$5,000.00 Grant Received in 2017)

Project Leader: Franklin (Frank) J. Ellias, Association President

Address: 29353 Whistler Drive, Novi, MI 48377-2725

Home Telephone: 248-960-0960

Cell Phone: 248-761-2221

Email: fjellias@sbcglobal.net

II) Project Information:

A) Description:

The purpose of this project is to beautify a 13 Mile Road entrance to the Camden Court neighborhood. The work will primarily be done at the 13 Mile Road and Whistler Drive entrance. At this entrance, in 2022 we had removed 5 large diseased pine trees on the South side of the 13 Mile Road sidewalk. By removing these pine trees it exposed our first home (Lot #1) to street visibility and street noise. We will be contracting with Begonia Brothers Landscaping to place flower beds with low shrubbery and annual flowers. The west flower bed will be combined with multiple trees to replace the missing pines. The project site plan is in the attached landscape drawings. A Begonia Brothers professional landscaper drafted our plans with an eye toward beautifying the area and conserving the environment. Overall, the people who drive and walk along 13 Mile Road will enjoy the beautiful flowers and interesting plants. Also, the improvements will better reflect the beauty of the homes within Camden Court.

B) Location of proposed project:

13 Mile Road and Whistler Drive (see attached maps).

C) Grant election Criteria & Evaluation Process:

This project meets all the criteria listed for this grant.

a. Project Need & Impact:

Ground was broken in Camden Court over 22 years ago and the community has been growing and thriving ever since! This project will update the existing entrance to the neighborhood along 13 Mile Road and Whistler Drive. We will be enhancing the look of that entrance area with something that better reflects the forward-thinking attitude of the City of Novi. The current entrance area looks barren and we want to make it look appealing. This project will not only impact the residents of the 56 homes in Camden Court but will be seen by many others since we are situated just East of the City parks on Walled Lake and is traveled daily by people on foot, car and bicycles. Our neighborhood is visible to so many people, including a large majority who are not from Novi itself. Our proposed project will create a landscape that will wear better against the elements while still bringing a sense of warmth and welcome to our neighborhood.

b. Project Feasibility:

Camden Court's Board of Directors has been working on this project for more than two years. We have invested much time into conceptualizing this project. We have been preparing for the project in our annual budgets for two cycles now. The Board realizes our horticultural and design shortcomings and has hired Begonia Brothers Landscaping Company to assist us.

c. Consideration of the environment:

This project does have a positive impact on property owners and does not have any negative impact to any City agency. The site of the project is on Camden Court's common area. This project will not bring any negative effects to the environment, but there will have many positive ones. As outlined above, this project will only serve to enhance the surrounding area, modernize our neighborhood's overall curb appeal and help restrict soil erosion.

D) All plantings (see attached site plan):

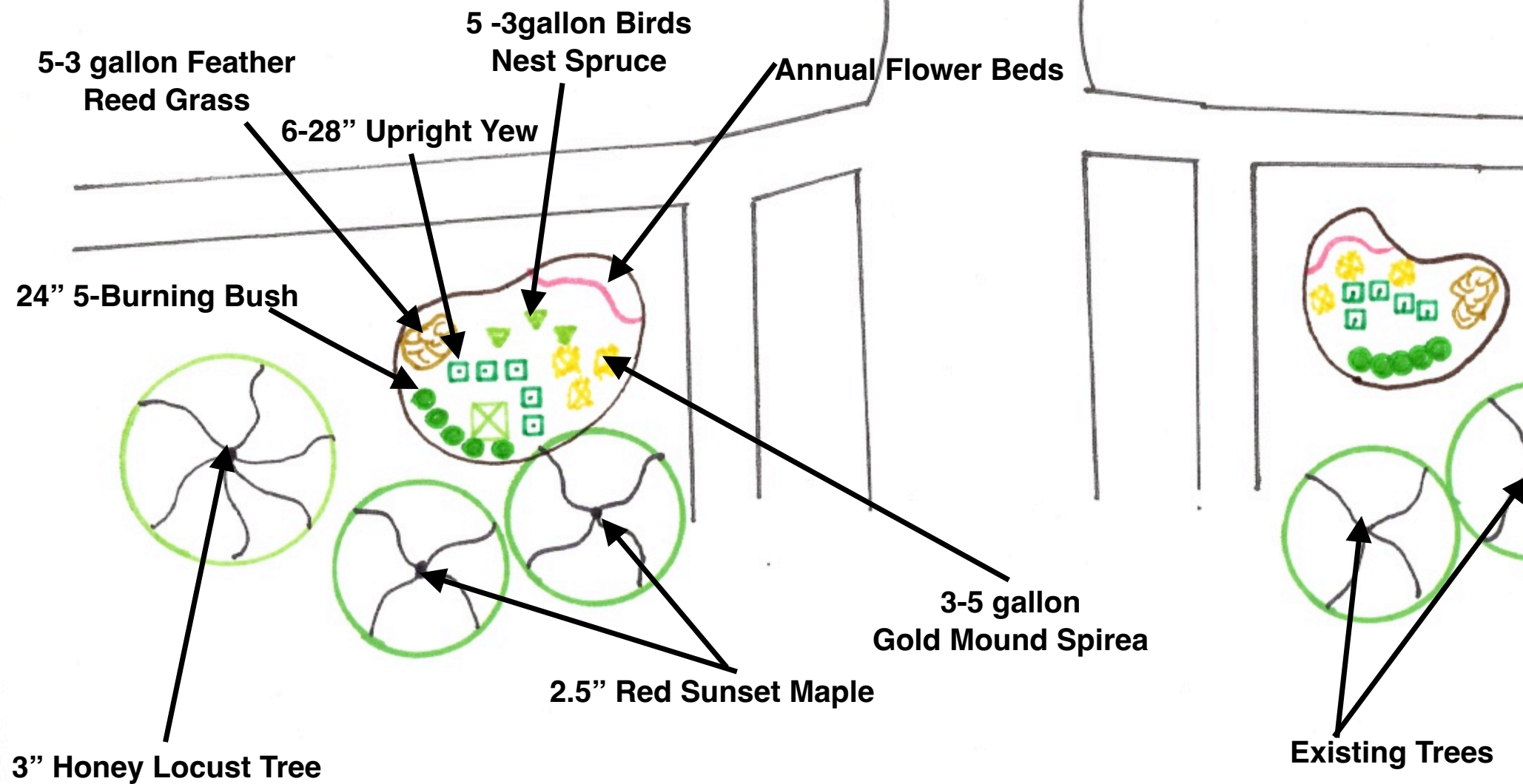
- a) Site preparation
- b) Upright Yew (6)
- c) Dense Yew (5)
- d) Burning Bush (10)
- e) Birds Nest Spruce (3)
- f) Gold Mound Spirea (6)
- g) Feather Reed Grass (10)
- h) Flats of annual flowers (12)
- i) Red Sunset Maple tree (2)
- j) Honey Locust tree (1)
- k) Mulch – Brown (8 yards)

III) Funding Information:

- a) Estimated Total Project Cost: \$8,613.00
 - b) Total City Funds Requested: \$4,306.50
 - c) Camden Court Project Cost: \$4,306.50
- Total In-Kind Donated and/or Cash: NONE

Please be aware that Camden Court's Board of Directors is very dedicated to this project. We have always been fiscally conservative, balancing our budget with minimal expense to our homeowners. We expect to complete this project without any threat of having to levy a special assessment. We have used our budget wisely and honorably, as you can see by touring our neighborhood -- we have extremely high standards for the appearance of the homes in our neighborhood. The Board conducts a number of "walk-arounds" from early spring to late fall to make sure there are minimal weeds, rotted boards or fading paint. This commitment to excellence is mirrored in our common areas.

Camden 13 Mile Whistler Entrance





Begonia Brothers Services LLC

21141 Brickscape Drive
Northville, MI 48167

Name/Address

Camden Court
c/o Meadow Management

Proposal and Contract

| Date | Estimate No. |
|----------|--------------|
| 12/03/21 | 299325415 |

Phone: 888-889-8282

Fax: 866-980-9559

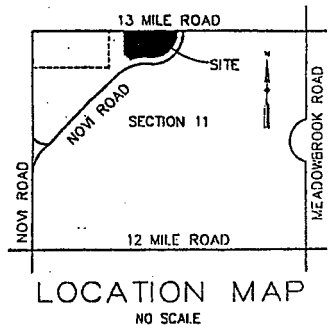
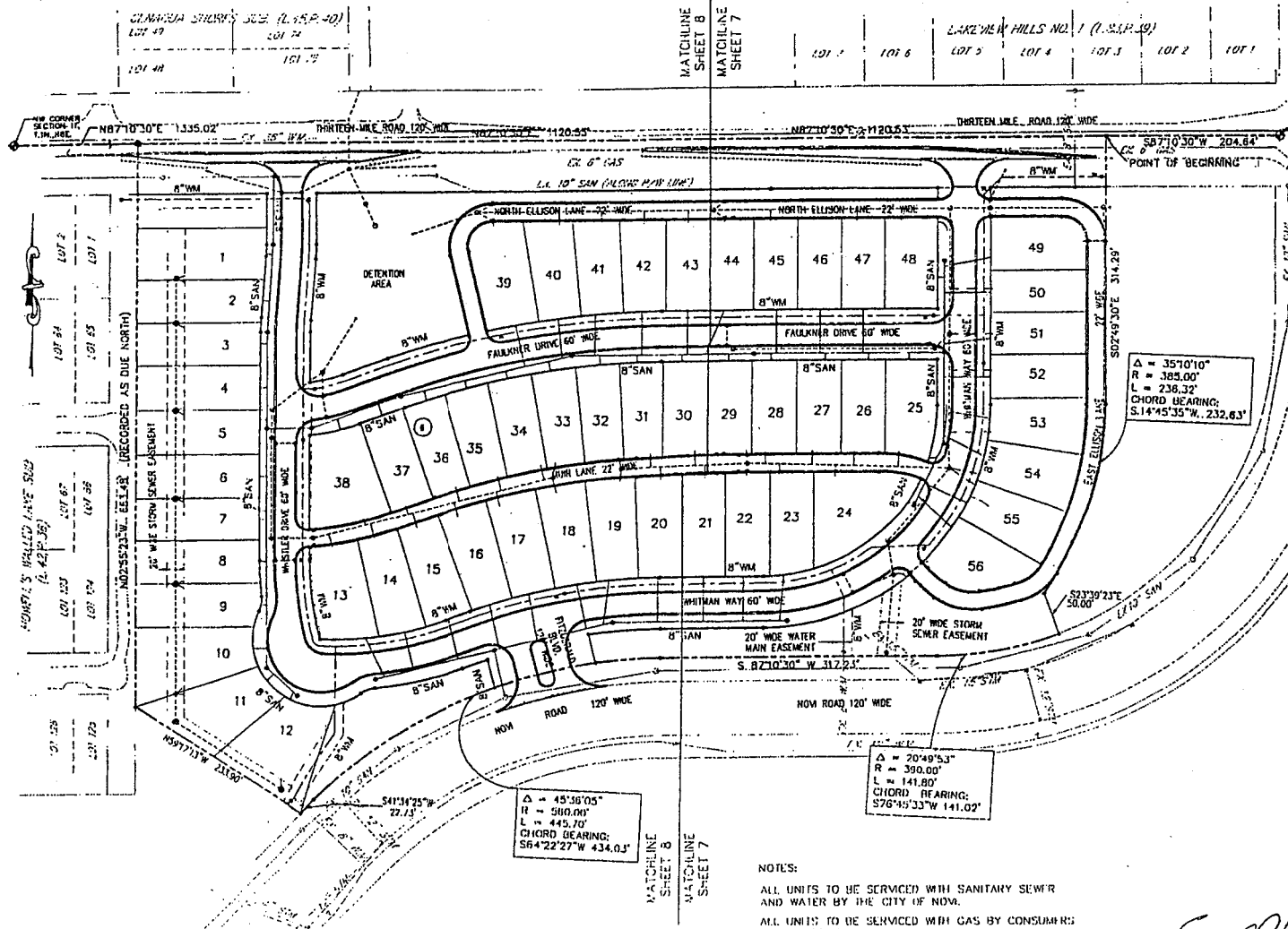
Email: info@begoniabrothers.com

| Item | Description | Quantity | Cost | Total |
|------------------------------------|--|----------|--------------|-------------------|
| | 13 Mile/Whistler Entrance. Add 2 landscape beds one on each side. Beds will be INSIDE the public walkway. 2nd area proposed would be on West Side only adding 3 trees behind new landscape bed | | | |
| Gen Labor | Sod Removal to create new landscape beds, disposal | 11 | 55.00 | 605.00 |
| Soil | Planting Mix for new beds | 4 | 85.00 | 340.00 |
| Mulch | 8 yards of brown dyed mulch | 8 | 65.00 | 520.00 |
| shrub | 6- 28" Upright Yews- West Side | 6 | 174.00 | 1,044.00 |
| shrub | 5-24" dense yews- East Side | 5 | 154.00 | 770.00 |
| shrub | 10-24" Burning Bush | 10 | 82.00 | 820.00 |
| shrub | 3- 5 gallon birds nest spruce | 3 | 97.00 | 291.00 |
| shrub | 6-5 gallon gold mound spirea | 6 | 110.00 | 660.00 |
| perennial | 10- 3 gallon Feather Reed Grass | 10 | 63.00 | 630.00 |
| Flower Flat | 12 flats for two annual beds , one in each new landscape bed near corners | 12 | 30.00 | 360.00 |
| | Area # 2- 3 new trees on West Entrance Side behind newly created landscape bed | | 0.00 | 0.00 |
| Tree | 2-3" - Red Sunset Maples | 2 | 793.00 | 1,586.00 |
| Tree | 3"- Honeylocust | 1 | 987.00 | 987.00 |
| Please call us with any questions! | | | Total | \$8,613.00 |

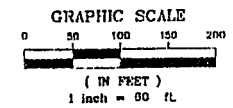
Begonia Brothers warrants the above plants to be disease and pest free at the time of delivery. Begonia Brothers' liability is limited to replacement of diseased and pest infested plants or refund of purchase price at Begonia Brothers option. The warranty described in this paragraph shall be in lieu of any other warranty expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. It is the sole responsibility of the purchaser to maintain any plants after installation. Begonia Brothers is not responsible for watering, weeding, fertilizing or replacing any such material unless previously agreed upon in writing. Payment is due Net 30 with a 2% monthly finance charge on past due invoices.

Client Acceptance _____ Date _____

Contractor Approval _____ Date _____



UTILITY PLAN COMPOSITE CAMDEN COURT



| LEGEND | |
|--------|------------------------|
| | GENERAL COMMON ELEMENT |
| | CONDO. SUB. BOUNDARY |
| | CONC. MONUMENT |
| | CONC. MONUMENT |

NOTES:

ALL UNITS TO BE SERVICED WITH SANITARY SEWER AND WATER BY THE CITY OF NOV.

ALL UNITS TO BE SERVICED WITH GAS BY CONSUMERS' ENERGY COMPANY.

ALL UNITS TO BE SERVICED WITH ELECTRIC BY DTE.

ALL UNITS TO BE SERVICED WITH TELEPHONE BY AMERITECH.

GAS, ELECTRIC, AND TELEPHONE LINES ARE NOT SHOWN ON THIS DRAWING.

GAS, ELECTRIC, AND TELEPHONE LINES WILL BE SHOWN ON AS-BUILT PLANS.

EXISTING UTILITIES, AS SHOWN, INDICATE APPROX. LOCATIONS OF EACH UNIT'S UNIT, AS DISCLOSED BY THE RECORDS OF THE VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO THE COMPLETENESS OR ACCURACY THEREOF.

UTILITY MAINS TO SERVICE ALL UNITS MUST BE BUILT. INDIVIDUAL UNIT LEADS NEED NOT BE BUILT.

Edward P. O'Rourke

EDWARD P. O'ROURKE
PROFESSIONAL SURVEYOR
REGISTRATION NO. 16937
SPALDING DEDECKER ASSOCIATES, INC.
905 SOUTH BLVD. EAST
ROCHESTER HILLS, MICHIGAN 48307
PHONE: (248) 844-5400



PROPOSED 12-09-1999



2023 Annual Budget Summary

56 Units

\$160 per unit per month (\$1920.00 Annual)

| Income | Amount |
|--------|--------|
|--------|--------|

| | |
|---------------------------|---------------|
| Regular Assessment Income | \$ 107,520.00 |
|---------------------------|---------------|

| | |
|---------------------|----------------------|
| TOTAL Income | \$ 107,520.00 |
|---------------------|----------------------|

| Expense | Amount |
|---------|--------|
|---------|--------|

| | |
|----------------|--------------|
| Administrative | \$ 13,535.00 |
|----------------|--------------|

| | |
|---------------------|--------------|
| Landscape & Grounds | \$ 81,337.00 |
|---------------------|--------------|

| | |
|-------------------|-------------|
| Insurance & Taxes | \$ 1,800.00 |
|-------------------|-------------|

| | |
|----------------------|--------------|
| Utilities/ Operating | \$ 10,848.00 |
|----------------------|--------------|

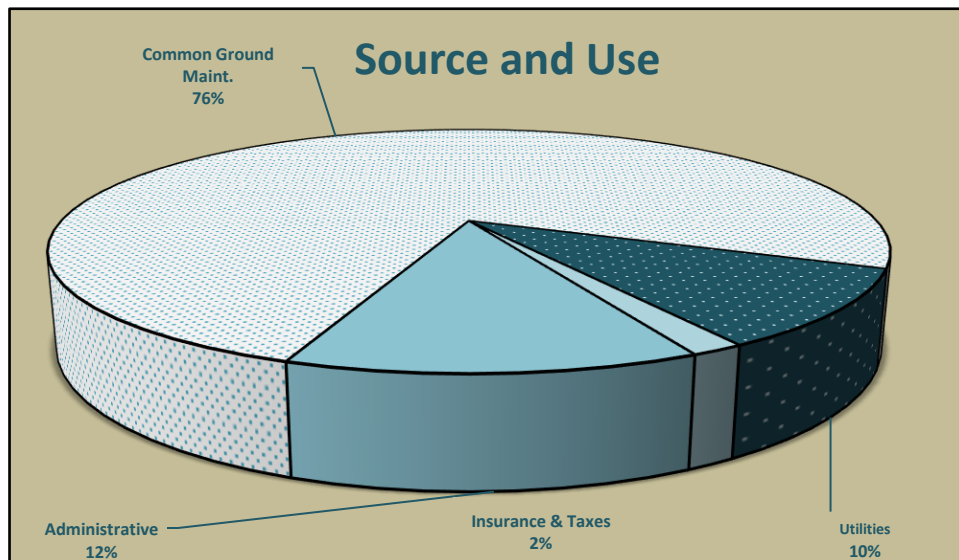
| | |
|----------------------|----------------------|
| TOTAL Expense | \$ 107,520.00 |
|----------------------|----------------------|

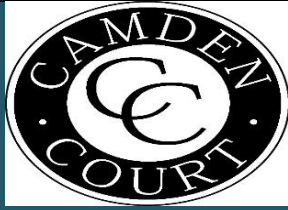
| Reserves | Amount |
|----------|--------|
|----------|--------|

| | |
|--|------|
| Contribution to Reserves (Minimum 10% Assessment Income) | \$ - |
|--|------|

| | |
|---------------------------------------|-------------|
| TOTAL Contribution to Reserves | \$ - |
|---------------------------------------|-------------|

| | |
|-----------------------------|-------------|
| NET OPERATING INCOME | \$ - |
|-----------------------------|-------------|





2023 Annual Budget Detail

56 Unit Total

\$160 per unit per month (\$1920.00 Annual)

| Income | Amount |
|---|----------------------|
| <u>Dues & Assessment Revenue</u> | |
| Association Dues | \$ 107,520.00 |
| Transfer from Reserves | \$ - |
| TOTAL Assessment Revenue | \$ 107,520.00 |
| TOTAL Income | \$ 107,520.00 |

| Expenses | Amount |
|---|----------------------|
| <u>Administrative</u> | |
| Accounting/Audit | \$ 900.00 |
| Legal | \$ 500.00 |
| Fees & Permits | \$ 20.00 |
| Management | \$ 11,100.00 |
| Copy & Printing | \$ 500.00 |
| Social | \$ 250.00 |
| Website | \$ 265.00 |
| TOTAL Administrative | \$ 13,535.00 |
| <u>Landscape & Grounds</u> | |
| Fertilization - Lawn | \$ 9,100.00 |
| Fertilization - Trees | \$ 2,080.00 |
| Vegetation Control | \$ 3,990.00 |
| Irrigation Repairs/Service | \$ 3,000.00 |
| Sidewalk Maintenance | \$ 1,000.00 |
| Flowers | \$ 1,267.00 |
| Tree Maintenance | \$ 4,000.00 |
| Snow Removal - Walks | \$ 17,000.00 |
| Lawn Contract | \$ 36,400.00 |
| Pond Maintenance | \$ 500.00 |
| Common Area Maintenance | \$ 3,000.00 |
| TOTAL Common Grounds & Maintenance | \$ 81,337.00 |
| <u>Insurance</u> | |
| Property & Liability Insurance includes D & O | \$ 1,800.00 |
| TOTAL Insurance | \$ 1,800.00 |
| <u>Utilities/ Operating</u> | |
| Water | \$ 10,098.00 |
| Electricity | \$ 750.00 |
| TOTAL Utilities/ Operating | \$ 10,848.00 |
| TOTAL Expense | \$ 107,520.00 |

| | |
|---------------------------------|-------------|
| Excess Revenue / Expense | \$ - |
|---------------------------------|-------------|

Camden Court Condominium

Page: 1

Balance Sheet
As of 12/31/22

ASSETS

| | | |
|---------------------|-----------|--------------|
| CIT Bank Checking | \$ 615.75 | |
| CIT Bank MM Reserve | 26,567.54 | |
| | | |
| TOTAL ASSETS | | \$ 27,183.29 |
| | | ===== |

LIABILITIES & EQUITY

CURRENT LIABILITIES:

| | | |
|------------------------|-------------|-------------|
| Accounts Payable | \$ 1,042.49 | |
| Prepaid Assessments | 255.00 | |
| | | |
| Subtotal Current Liab. | | \$ 1,297.49 |

RESERVES:

| | | |
|-------------------|--------------|--------------|
| Reserve MM | \$ 26,567.54 | |
| | | |
| Subtotal Reserves | | \$ 26,567.54 |

EQUITY:

| | | |
|--------------------------------|-------------|-------------|
| Retained Earnings | \$ 3,498.04 | |
| Current Year Net Income/(Loss) | (4,179.78) | |
| | | |
| Subtotal Equity | | \$ (681.74) |

| | | |
|----------------------------|--|--------------|
| TOTAL LIABILITIES & EQUITY | | \$ 27,183.29 |
| | | ===== |

Camden Court Condominium

Page: 2

Income/Expense Statement

Period: 12/01/22 to 12/31/22

| Account | Description | Current Period | | | Year-To-Date | | | Yearly Budget |
|-----------------|--------------------------------|----------------|----------|------------|--------------|------------|-------------|---------------|
| | | Actual | Budget | Variance | Actual | Budget | Variance | |
| Insurance+Taxes | | | | | | | | |
| 05610 | Property Insurance | .00 | 141.63 | 141.63 | 1,764.00 | 1,700.00 | (64.00) | 1,700.00 |
| | Insurance+Taxes | .00 | 141.63 | 141.63 | 1,764.00 | 1,700.00 | (64.00) | 1,700.00 |
| Reserves | | | | | | | | |
| 05750 | Transfer from Savings | .00 | .00 | .00 | (42,671.00) | .00 | 42,671.00 | .00 |
| 05910 | Reserve Expense | .00 | 708.37 | 708.37 | 42,671.00 | 8,500.00 | (34,171.00) | 8,500.00 |
| | Reserves | .00 | 708.37 | 708.37 | .00 | 8,500.00 | 8,500.00 | 8,500.00 |
| | TOTAL EXPENSES | 18,329.04 | 9,545.35 | (8,783.69) | 111,517.38 | 114,542.00 | 3,024.62 | 114,542.00 |
| | Current Year Net Income/(loss) | (9,848.60) | (.22) | (9,848.38) | (4,179.78) | .00 | (4,179.78) | .00 |

Camden Court Condominium

Page: 1

Income/Expense Statement
Period: 12/01/22 to 12/31/22

| Period: 12/01/22 to 12/31/22 | | | | | | | | |
|------------------------------|--------------------------|-----------|----------------|-------------|------------|--------------|------------|---------------|
| Account | Description | Actual | Current Period | | Actual | Year-To-Date | | Yearly Budget |
| | | | Budget | Variance | | Budget | Variance | |
| INCOME: | | | | | | | | |
| 04100 | Association Fees | 8,480.00 | 8,960.00 | (480.00) | 106,880.00 | 107,520.00 | (640.00) | 107,520.00 |
| 04200 | Late & NSF Fees | .00 | .00 | .00 | 25.00 | .00 | 25.00 | .00 |
| 04300 | Violation Fees | .00 | .00 | .00 | 250.00 | .00 | 250.00 | .00 |
| 04400 | Miscellaneous Income | .00 | .00 | .00 | 175.00 | .00 | 175.00 | .00 |
| 04500 | Interest | .44 | .00 | .44 | 7.60 | .00 | 7.60 | .00 |
| 04800 | Reserve Funds | .00 | 585.13 | (585.13) | .00 | 7,022.00 | (7,022.00) | 7,022.00 |
| | Subtotal Income | 8,480.44 | 9,545.13 | (1,064.69) | 107,337.60 | 114,542.00 | (7,204.40) | 114,542.00 |
| EXPENSES | | | | | | | | |
| Administrative | | | | | | | | |
| 05100 | CPA Financials+Taxes | .00 | 75.00 | 75.00 | 900.00 | 900.00 | .00 | 900.00 |
| 05120 | Legal:Collection/Opinion | .00 | 41.63 | 41.63 | 720.00 | 500.00 | (220.00) | 500.00 |
| 05130 | Permits+Licenses | .00 | 1.63 | 1.63 | 20.00 | 20.00 | .00 | 20.00 |
| 05140 | Management Fee | 1,133.33 | 1,133.37 | .04 | 13,600.00 | 13,600.00 | .00 | 13,600.00 |
| 05190 | Social Event | .00 | 20.87 | 20.87 | 150.16 | 250.00 | 99.84 | 250.00 |
| 05200 | Copy/Print/Misc | 220.00 | 20.87 | (199.13) | 1,332.81 | 250.00 | (1,082.81) | 250.00 |
| 05210 | Website | .00 | 22.12 | 22.12 | 265.00 | 265.00 | .00 | 265.00 |
| | Administrative | 1,353.33 | 1,315.49 | (37.84) | 16,987.97 | 15,785.00 | (1,202.97) | 15,785.00 |
| Utilities | | | | | | | | |
| 05310 | Electricity | 73.39 | 60.00 | (13.39) | 685.41 | 720.00 | 34.59 | 720.00 |
| 05320 | Water & Sewer | .00 | 833.37 | 833.37 | 6,946.00 | 10,000.00 | 3,054.00 | 10,000.00 |
| | Utilities | 73.39 | 893.37 | 819.98 | 7,631.41 | 10,720.00 | 3,088.59 | 10,720.00 |
| Landscape+Grounds | | | | | | | | |
| 05410 | Lawn Fertilizing | .00 | 758.37 | 758.37 | 9,081.03 | 9,100.00 | 18.97 | 9,100.00 |
| 05420 | Tree+Shrub Fertilize | .00 | 173.37 | 173.37 | 1,614.54 | 2,080.00 | 465.46 | 2,080.00 |
| 05430 | Vegetation Control | .00 | 332.50 | 332.50 | 2,992.17 | 3,990.00 | 997.83 | 3,990.00 |
| 05440 | Irrigation Maint+Repair | 1,080.00 | 166.63 | (913.37) | 3,787.19 | 2,000.00 | (1,787.19) | 2,000.00 |
| 05450 | Common Area Maintenance | 2,572.32 | 250.00 | (2,322.32) | 4,325.07 | 3,000.00 | (1,325.07) | 3,000.00 |
| 05460 | Lawn Contract | 4,550.00 | 3,033.37 | (1,516.63) | 36,400.00 | 36,400.00 | .00 | 36,400.00 |
| 05470 | Sidewalks Maintenance | .00 | 125.00 | 125.00 | .00 | 1,500.00 | 1,500.00 | 1,500.00 |
| 05480 | Flowers | .00 | 105.62 | 105.62 | 1,267.00 | 1,267.00 | .00 | 1,267.00 |
| 05520 | Tree Maintenance | .00 | 83.37 | 83.37 | 4,217.00 | 1,000.00 | (3,217.00) | 1,000.00 |
| 05530 | Snow Removal-Sidewalks | 8,700.00 | 1,416.63 | (7,283.37) | 21,450.00 | 17,000.00 | (4,450.00) | 17,000.00 |
| 05540 | Pond Maintenance | .00 | 41.63 | 41.63 | .00 | 500.00 | 500.00 | 500.00 |
| | Landscape+Grounds | 16,902.32 | 6,486.49 | (10,415.83) | 85,134.00 | 77,837.00 | (7,297.00) | 77,837.00 |

Neighborhood Entryway Enhancement Matching Grant Application

Knightsbridge Gate Association

I. Applicant Information

- a. Association Name: Knightsbridge Gate Association
- b. Age of the subdivision or neighborhood where the work will be done: Association started construction in 2005.
- c. First-time Applicant? Yes. If not, please list the date of last application submission: Not Applicable
- d. Project Leader
 - Elliott Patton, Vendor Manager
 - LandArc, Inc., 340 E Big Beaver Rd., Ste 560, Troy, MI 48034
 - Mobile: 248-840-2552 Email: epatton@landarc.com
 - LandArc is the disclosed agent for Knightsbridge Gate Association

II. Project Information

- a. Provide a clear, detailed description of the project's purpose, plan, and design, including the existing conditions, specific need, and public benefit.: Project is to remove and replace entryway sign for Knightsbridge Gate Association. The existing sign installed in 2005-2006 is on untreated cedar wood and is starting to deteriorate with age. The new sign will utilize the existing stone pillars and existing brackets to create less waste and use existing landscaping. The new sign would provide easier to read identification of the community from the right of way.
- b. See attached maps, photos, renderings.
- c. Location: Knightsbridge Blvd. and Napier Rd., Novi, Michigan. Section 18, Development number 161. See attached map.
- d. Explain how the project meets the review criteria listed in the Grant Selection Criteria & Evaluation Process section.

Describe how the project has taken into consideration any elements that would positively and/or negatively affect the surrounding environment. If there is an impact on property owners or other non-City agencies (e.g., Road Commission for Oakland County), please explain and attach written permission or approval from the necessary entity.

After careful review of the grant application program documents, it's been determined there is no impact to municipal or county agencies. The landscaping will remain the same. With such minimal changes there are no anticipated impacts to the surrounding environment. The sign design selected is in accordance with Code of Ordinances, Section 28-5.

The only impact identified is during removal and installation of said sign, vehicle traffic will need to utilize second entrance to association, off Twelve Mile Road as Knightsbridge Way will be closed during time of removal and installation only. This is anticipated to be less than one day of work.

The new sign will provide greater visibility from the right of way

III. Funding Information

a. Estimated Total Project Costs: \$9,400.00

b. Estimates and work proposed by:

- Signs & More, 1371 Souter Drive, Troy, MI 48083, 248-852-0683, signsandmore@gmail.com

5

c. Total amount of funds requested (50% project costs up to \$5,000 maximum): \$4,700.00

- Total estimated cost is \$9,400.

d. If the project cost is projected to exceed the 1:1 match from the City (e.g., if the project cost projection is \$12,000, the City's maximum contribution is \$5,000, matched by \$5,000 from the organization with an additional \$2,000 from the organization), please provide the amount of the additional cost.: Not applicable

e. Total amount to be donated through in-kind donations and/or cash assistance: Not applicable.

f. Itemized unit and total cost estimates

| ITEM | #UNITS | COST/UNIT | TOTAL |
|---------------------------|--------|-----------|---------|
| Sign | 1 | \$7,700 | \$7,700 |
| Install/Removal/Labor | 1 | \$1,500 | \$1,500 |
| Permits (City and County) | 2 | \$100 | \$200 |
| | | | |
| Total | | | \$9,400 |
| | | | |

IV. Attachments

Included:

- 2023 association budget
- Balance sheet as of 12/31/22
- Sign designs with before and after pictures
- Sign Estimate
- Maps with project location identified

KNIGHTSBRIDGE GATE ASSOCIATION
2023 APPROVED BUDGET
FOR PERIOD COVERING JANUARY 1, 2023 - DECEMBER 31, 2023

| | | 2023 Approved Budget | Avg Unit/Month |
|------|---|----------------------|-----------------|
| | Income | | |
| 4000 | Association Fee (348 Units) | \$ 292,603 | \$ 70.07 |
| 4225 | Key Fees | \$ 200 | \$ 0.05 |
| 4710 | Late Fees & Interest | \$ (1,500) | \$ (0.36) |
| 4810 | Compliance Fines | \$ 250 | \$ 0.06 |
| 4900 | Interest Earned - Operating Accounts | \$ 90 | \$ 0.02 |
| | Total Operating Income | \$ 291,643 | \$ 69.84 |
| | Expense | | |
| | <u>Administrative</u> | | |
| 5010 | Bad Debt | \$ 500 | \$ 0.12 |
| 5015 | Bank Charge | \$ 20 | \$ 0.00 |
| 5090 | Office Supplies | \$ 4,000 | \$ 0.96 |
| 5195 | Other Administrative Services | \$ 250 | \$ 0.06 |
| 5198 | Contingency | \$ 5,000 | \$ 1.20 |
| 5200 | Community Events | \$ 2,500 | \$ 0.60 |
| | Sub-total | \$ 12,270 | \$ 2.94 |
| | <u>Insurance</u> | | |
| 5400 | Insurance Premiums | \$ 7,144 | \$ 1.71 |
| | Sub-total | \$ 7,144 | \$ 1.71 |
| | <u>Utilities</u> | | |
| 6000 | Electric Service | \$ 8,000 | \$ 1.92 |
| 6005 | Gas Service | \$ 1,000 | \$ 0.24 |
| 6025 | Water Service | \$ 9,600 | \$ 2.30 |
| 6050 | Telephone Service | \$ 3,300 | \$ 0.79 |
| | Sub-total | \$ 21,900 | \$ 5.24 |
| | <u>Landscaping</u> | | |
| 6110 | General Grounds Maintenance | \$ 11,000 | \$ 2.63 |
| | Sub-total | \$ 11,000 | \$ 2.63 |
| | <u>Operations</u> | | |
| 6300 | Permits & Licenses | \$ 20 | \$ 0.005 |
| | Sub-total | \$ 20 | \$ 0.00 |
| | <u>Contracted Services</u> | | |
| 6100 | Grounds & Landscaping - Contract | \$ 21,302 | \$ 5.10 |
| 6200 | Irrigation Repair & Maintenance | \$ 2,000 | \$ 0.48 |
| 6434 | Pest Control | \$ 300 | \$ 0.07 |
| 6438 | Pool Management | \$ 12,000 | \$ 2.87 |
| 6442 | Snow Removal Services | \$ 24,000 | \$ 5.75 |
| | Sub-total | \$ 59,602 | \$ 14.27 |
| | <u>Repair & Maintenance</u> | | |
| 6515 | Building Repair & Maintenance | \$ 800 | \$ 0.19 |
| 6585 | Fountain/Pond/Lake Repair & Maintenance | \$ 6,000 | \$ 1.44 |
| 6700 | Pool Supplies/Repair & Maintenance | \$ 5,000 | \$ 1.20 |
| 6745 | Signage Repair & Maintenance | \$ 5,000 | \$ 1.20 |
| 6760 | Street Repair & Maintenance (Sidewalk) | \$ 2,500 | \$ 0.60 |
| | Sub-total | \$ 19,300 | \$ 4.62 |
| | <u>Professional Services</u> | | |
| 7000 | Audit & Tax Services | \$ 2,250 | \$ 0.54 |
| 7020 | Legal Services | \$ 500 | \$ 0.12 |
| 7040 | Management Fees | \$ 32,907 | \$ 7.88 |
| | Sub-total | \$ 35,657 | \$ 8.54 |
| | Total Operating Expense | \$ 166,893 | \$ 39.96 |
| | <u>Other Expenses</u> | | |
| 9105 | Reserve Contribution Expense | \$ 124,750 | \$ 29.87 |
| | Sub-total | \$ 124,750 | \$ 29.87 |
| | Total Operating Expense | \$ 291,643 | \$ 69.84 |
| | Total Operating Income / (Loss) | \$ - | \$ - |
| | QUARTERLY ASSOCIATION FEES | \$ 210 | |

Balance Sheet Report

Knightsbridge Gate Association

As of November 30, 2022

| | <u>Balance
Nov 30, 2022</u> | <u>Balance
Oct 31, 2022</u> | <u>Change</u> |
|---|---------------------------------|---------------------------------|---------------------|
| <u>Assets</u> | | | |
| Assets | | | |
| 1000 - CIT OPER #4215 | 192,168.52 | 200,464.15 | (8,295.63) |
| 1500 - Residential Assessments Receivable | 13,201.09 | 16,642.34 | (3,441.25) |
| 1600 - Prepaid Insurance | 3,994.41 | 4,565.02 | (570.61) |
| 1640 - Other Prepaid Expenses | 8,895.83 | 0.00 | 8,895.83 |
| 1651 - AR - Due to Operating from Reserve | 0.00 | 184,420.50 | (184,420.50) |
| Total Assets | 218,259.85 | 406,092.01 | (187,832.16) |
| Reserve Funds | | | |
| 1300 - CIT RES #3336 | 14,528.91 | 107,136.60 | (92,607.69) |
| 1301 - CIT Entrance Lighting Res #3620 | 13,104.96 | 13,101.73 | 3.23 |
| 1302 - CIT Road Escrow Res #4399 | 15,577.05 | 15,576.41 | 0.64 |
| 1350 - First Citizens CD #2209 11/03/22 | 0.00 | 83,333.33 | (83,333.33) |
| 1351 - First Citizens CD #2217 05/04/23 | 83,333.34 | 83,333.34 | 0.00 |
| 1352 - First Citizens CD #2195 08/04/23 | 83,333.33 | 83,333.33 | 0.00 |
| Total Reserve Funds | 209,877.59 | 385,814.74 | (175,937.15) |
| Total Assets | 428,137.44 | 791,906.75 | (363,769.31) |
| <u>Liabilities</u> | | | |
| Accounts Payable | | | |
| 2000 - Accounts Payable | 13,998.02 | 187,212.40 | (173,214.38) |
| 2036 - AP - Due from Reserve to Operating | 0.00 | 184,420.50 | (184,420.50) |
| Total Accounts Payable | 13,998.02 | 371,632.90 | (357,634.88) |
| Accrued Expenses | | | |
| 2395 - Other Accrued Expenses | 18,799.86 | 16,114.26 | 2,685.60 |
| Total Accrued Expenses | 18,799.86 | 16,114.26 | 2,685.60 |

Balance Sheet Report

Knightsbridge Gate Association

As of November 30, 2022

| | <u>Balance
Nov 30, 2022</u> | <u>Balance
Oct 31, 2022</u> | <u>Change</u> |
|--|---------------------------------|---------------------------------|----------------------------|
| <u>Liabilities</u> | | | |
| Prepaid Assessments | | | |
| 2550 - Prepaid Assessments | 11,459.60 | 8,344.60 | 3,115.00 |
| Total Prepaid Assessments | <u>11,459.60</u> | <u>8,344.60</u> | <u>3,115.00</u> |
| Total Liabilities | <u>44,257.48</u> | <u>396,091.76</u> | <u>(351,834.28)</u> |
| <u>Owners' Equity</u> | | | |
| Owners Equity - Prior Years | | | |
| 3000 - Owners Equity - Prior Years | 405,492.20 | 405,492.20 | 0.00 |
| Total Owners Equity - Prior Years | <u>405,492.20</u> | <u>405,492.20</u> | <u>0.00</u> |
| Total Owners' Equity | <u>405,492.20</u> | <u>405,492.20</u> | <u>0.00</u> |
|
Net Income / (Loss) |
<u>(21,612.24)</u> |
<u>(9,677.21)</u> |
<u>(11,935.03)</u> |
| Total Liabilities and Equity | <u><u>428,137.44</u></u> | <u><u>791,906.75</u></u> | <u><u>(363,769.31)</u></u> |



Signs & More

1371 Souter Drive
Troy, MI 48083
Ph: (248) 852-0683
FAX: (248) 852-0804
Email: signsandmore@gmail.com
Web: http://signsandmoremi.com

Estimate #: 30591

Page 1 of 1

Created Date: 12/6/2022 1:00:40PM
Salesperson: _ Signs & More
Email: signsandmore@gmail.com
Office Phone: (248) 852-0683
Office Fax: (248) 852-0804
Entered by: Jane Hodges

Prepared For: LandArc, Inc.
Contact: Elliott Patton
Office Phone: (248) 292-0962
Email: EPatton@landarc.com
Address: 340 E. Big Beaver Rd.
Suite 560
Troy, MI 48083

Description: Knightsbridge Gate - Subdivision Entry Sign - OPTION B

| | | Quantity | Price | Unit Price | Subtotal |
|---|---|----------|------------|------------|------------|
| 1 | Product: Miscellaneous
Description: OPTION B
- 35" x 95" x 12" DOUBLE SIDED HDU BOX SIGN WITH CURVED TOP
- BLACK FACE WITH GOLD LETTERING
- TO FIT OVER EXISTING BRACKETS
- ATTACHED TO STRUCTURE WITH WELDED ALUMINUM FRAME | 1 | \$7,700.00 | \$7,700.00 | \$7,700.00 |

- **Quantity:** 1
- **Side(s):** Single Sided
- **Product Code:** SMS-MISC.
- **Height:** 35 in **Width:** 95 in

| | | Quantity | Price | Unit Price | Subtotal |
|---|--|----------|------------|------------|------------|
| 2 | Product: Installation/Removal/Labor/Service
Description: Installation/Removal/Labor/Service | 1 | \$1,500.00 | \$1,500.00 | \$1,500.00 |

Installation of above listed face, removal of old face, labor to sand and paint existing cross bars

- **Quantity:** 1
- **Side(s):** Single Sided
- **Product Code:** SMS-Install.
- **Height:** 0 in **Width:** 0 in
- **Background Color:** Not Assigned **Foreground Color:** Not Assigned **Font:** Not Assigned

| | | Quantity | Price | | Subtotal |
|---|---|----------|--------|--------|----------|
| 3 | Product: SMS - Permits
Description: Permits and acquisition fees additional as required by city.
Price will be updated on the invoice when cost from city are received. | 1 | \$0.00 | \$0.00 | \$0.00 |

- **Quantity:** 1
- **Side(s):** Single Sided
- **Product Code:** SMS - Permits
- **Height:** 0 in **Width:** 0 in
- **Background Color:** Not Assigned **Foreground Color:** Not Assigned **Font:** Not Assigned

Estimate Total: \$9,200.00
Subtotal: \$9,200.00
Taxes: \$462.00
Total: \$9,662.00
Deposit Required: \$4,831.00

Payment Terms: 50% deposit at time of order. Balance due upon completion of job.

Client Reply Request

☐ Estimate Accepted "As Is". Please proceed with Order.

☐ Other: _____

☐ Changes required, please contact me.

SIGN: _____ **Date:** ____ / ____ / ____

Print Date: 12/6/2022 1:07:08PM

Committed To Quality and Service!

KNIGHTSBRIDGE GATE

51360 Knightsbridge Blvd, Novi, MI 48374

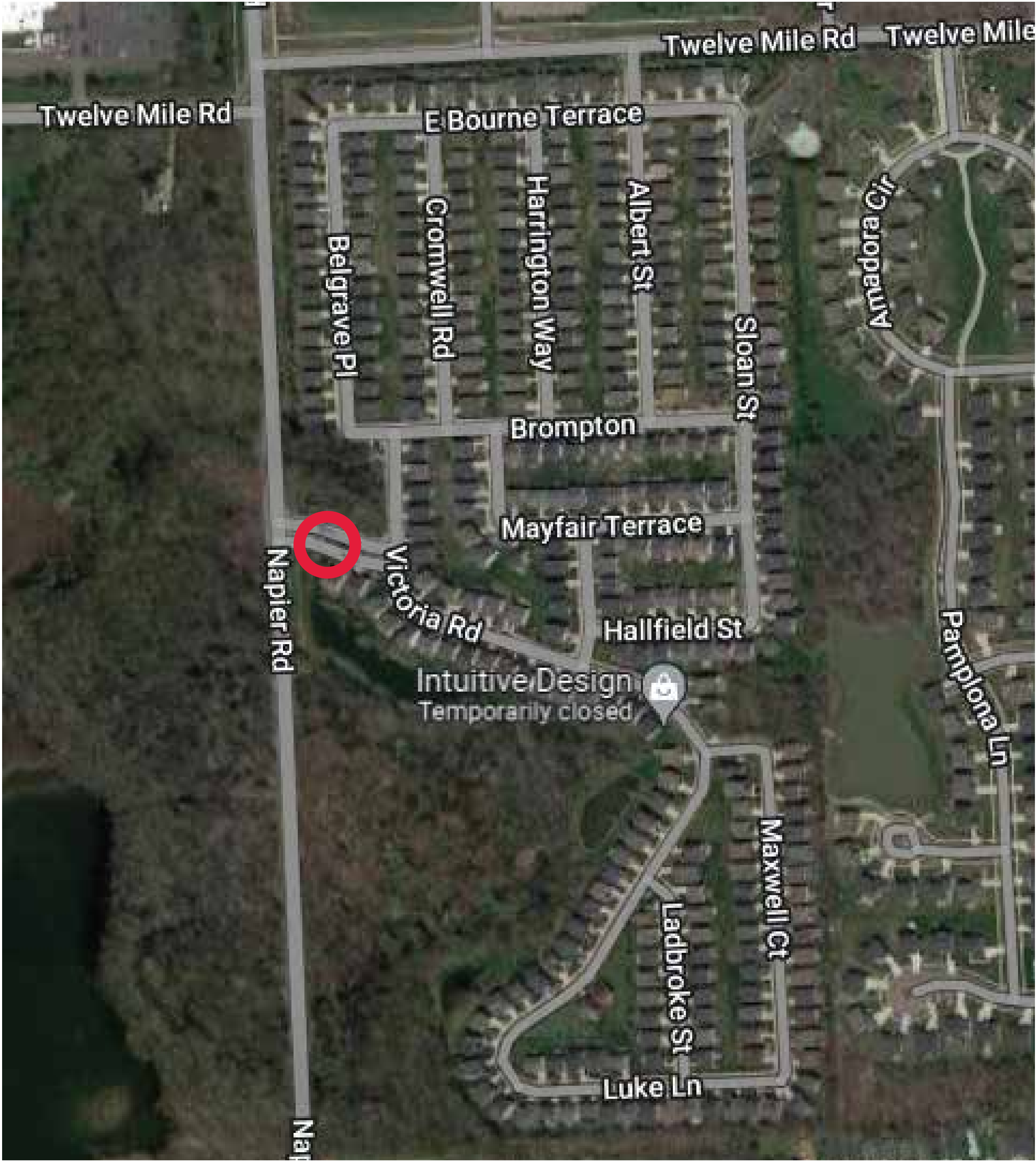
- 35" X 98.5" DOUBLE SIDED HDU BOX SIGN
- BLACK FACE WITH GOLD LETTERING
- TO FIT OVER EXISTING BRACKETS
- ATTACHED TO STRUCTURE WITH WELDED ALUMINUM FRAME

Knightsbridge is a highly desirable community that has a dramatic entranceway, park setting areas, clubhouse and community pool. These homes are valued between \$500 and \$600K.

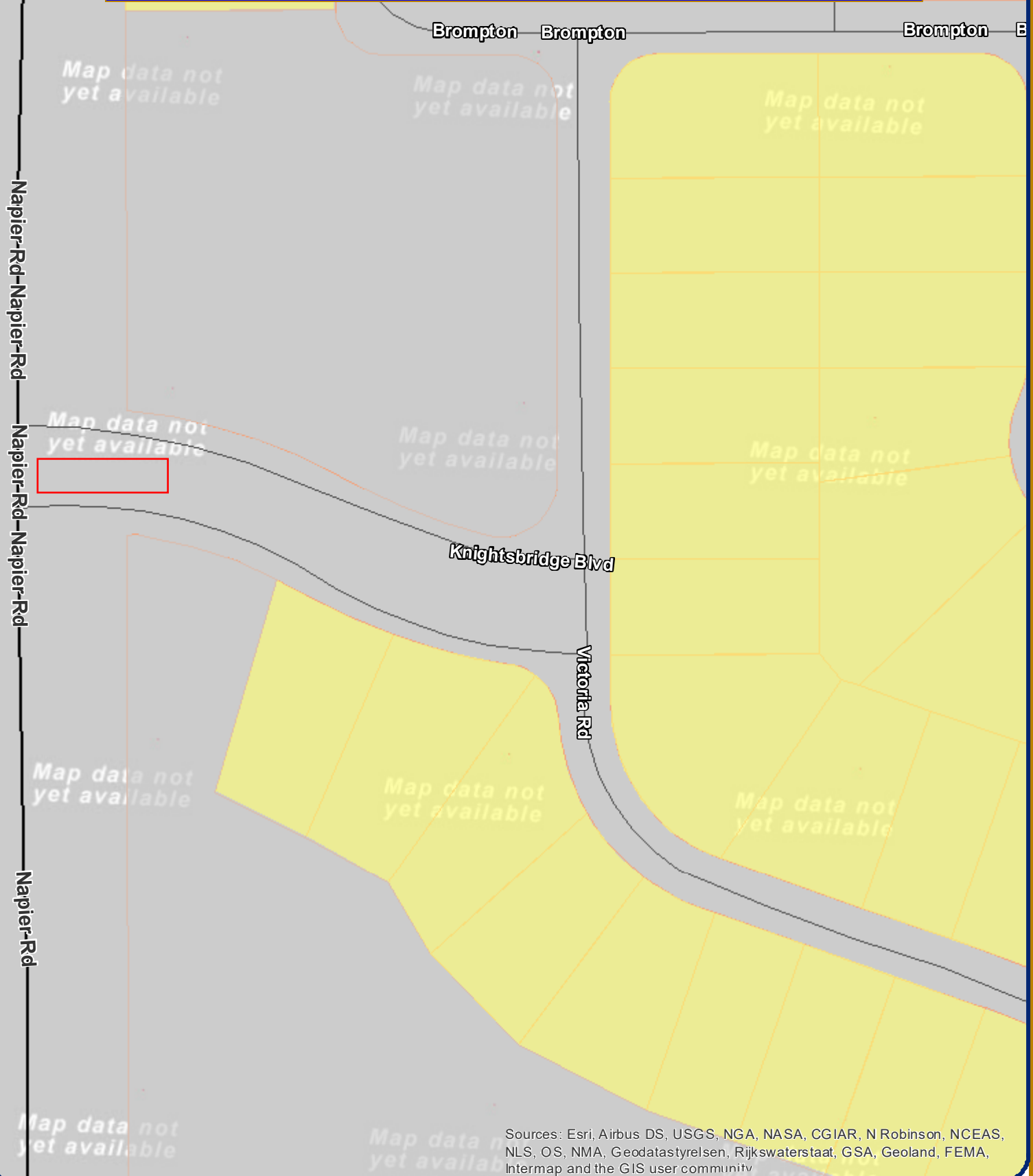
Before:



After:

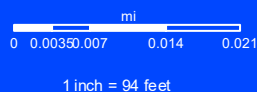


City of Novi Existing Land Use (2012)



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 in information related to this map.



Map Print Date:
1/3/2023



City of Novi

45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Application Questions

1

- a. Oberlin Condominium
- b. 6 years (incorporated 2016)
- c. Yes
- d. – Lachlan Hanrahan, Community Association Manager (KS Management)
 - 15755 Northline Road, Southgate, Michigan 48195
 - 734-285-4442
 - HANRAHANL@KSMANAGEMENT.ORG

2

- a. To increase the aesthetic value of the entrances to the condominium via the planting of ornamental hedging, shrubs and installation of mulch, further increasing the green nature of the condominium. The current entrances have a small amount of basic landscaping, including some boulevard trees, hedging by the front signs and illumination for the signs. This will be improved upon significantly by the attached proposal. The need for beautification is important, in order for the community to take its place as a beautiful place to live, working seamlessly with the natural world. This would further benefit the public through the increased aesthetic value of the community viewable from the road, showing the community as an established place to live, not just another developer construction.
- b. Attached.
- c. Location is Oberlin Condominium entrances. The entrances are located on 11 mile road, Novi, at the streets of “Wembley Drive” and “Oberlin Boulevard”. Attached is the city map showing the community, as well as a google map showing the location, circling where the entrances are.
- d. This project satisfies the criteria for the grant via a number of methods. Firstly, the plants are all hardy, sustainable species requiring less water and maintenance as a number of other high maintenance ornamentals, leading to a more sustainable, less environmentally costly situation. Secondly, this is also an addition to current landscaping, enhancing what is already present. The community has not previously applied for this grant, and the substantial, prominent entrances would be well matched with this grant program. There would be no impact to property owners or other agencies, apart from it looking good!
- e.
 - i. boxwood green velvet “Buxus sinica var. Insularis x B. sempervirens”
 - ii. hydrangea quick fire “hydrangea paniculate”
 - iii. Allium Millenium “Allium hybrid”

3

- a. \$9,948
- b. – Craig Fisher, landscape Design/Project Management, Michigan landscape Professionals
 - 810-522-7262
- c. \$4,974
- d. N/A

e. N/A

f.

| Item | Units | Cost/Unit | Total |
|-------------------------|-----------------------------|-----------|-------|
| Boxwood install | 14 | 152 | 2,128 |
| Hydrangea install | 24 | 138 | 2,640 |
| Allium install | 28 | 64 | 1,792 |
| Hardwood mulch install | 20 yards | 120 | 2,400 |
| Mobilization/Site Clean | Once per entrance (2 total) | 494 | 988 |

Oberlin Condominium Association

Balance Sheet as of 1/27/2023

| | Operating | Reserve | Total |
|-----------------------------------|--------------------|--------------------|---------------------|
| Assets | | | |
| Asset | | | |
| Operating | \$72,279.49 | | \$72,279.49 |
| Operating Reserve - MM CAB | | \$71,728.50 | \$71,728.50 |
| Total Asset | \$72,279.49 | \$71,728.50 | \$144,007.99 |
| Total Assets | \$72,279.49 | \$71,728.50 | \$144,007.99 |
| Liabilities / Equity | | | |
| Equity | | | |
| Retained Earnings | \$51,989.52 | \$71,386.50 | \$123,376.02 |
| Total Equity | \$51,989.52 | \$71,386.50 | \$123,376.02 |
| Income | | | |
| Net Income | \$20,289.97 | \$342.00 | \$20,631.97 |
| Total Income | \$20,289.97 | \$342.00 | \$20,631.97 |
| Total Liabilities / Equity | \$72,279.49 | \$71,728.50 | \$144,007.99 |

Oberlin Condominium Association

Balance Sheet as of 12/31/2022

| | Operating | Reserve | Total |
|-----------------------------------|--------------------|--------------------|---------------------|
| Assets | | | |
| Asset | | | |
| Operating | \$51,989.52 | | \$51,989.52 |
| Operating Reserve - MM CAB | | \$71,386.50 | \$71,386.50 |
| Total Asset | \$51,989.52 | \$71,386.50 | \$123,376.02 |
| Total Assets | \$51,989.52 | \$71,386.50 | \$123,376.02 |
| Liabilities / Equity | | | |
| Equity | | | |
| Retained Earnings | \$26,886.74 | \$67,484.81 | \$94,371.55 |
| Total Equity | \$26,886.74 | \$67,484.81 | \$94,371.55 |
| Income | | | |
| Net Income | \$25,102.78 | \$3,901.69 | \$29,004.47 |
| Total Income | \$25,102.78 | \$3,901.69 | \$29,004.47 |
| Total Liabilities / Equity | \$51,989.52 | \$71,386.50 | \$123,376.02 |



Lachlan Hanrahan
Oberlin Condominium
Wembley Drive
Novi, MI
hanrahanl@ksmanagement.org
1/27/2023

We propose to supply all the necessary skilled labor, materials, supplies and machinery to professionally install the following landscape project. The specific scope of the work is as follows:

QUOTE: Oberlin North Entrance

Install Plant Material: 7 Boxwood "Green Velvet" 15/18"
12 Hydrangea "Quick Fire" #5
14 Allium "Millennium" 1 Gal.
Install 10 Yards Dark Triple Shred Hardwood Mulch
Clean Site Daily
TOTAL \$4974,

Oberlin South Entrance

Install Plant Material: 7 Boxwood "Green Velvet" 15/18"
12 Hydrangea "Quick Fire" #5
14 Allium "Millennium" 1 Gal.
Install 10 Yards Dark Triple Shred Hardwood Mulch
Clean Site Daily
TOTAL \$4,974

**Should you wish to pay by credit card, there will be a 3% administrative fee.*

This proposal is valid for 30 days from the date above.

Please note that due to unexpected shortages of lumber and other materials, there can be unexpected increases in material costs between the date the contract is signed and the date the project is fully installed. The Company will absorb the first 10% or \$250, whichever is lower, of combined increases on all project materials and the client will be responsible for the balance. The difference will be reviewed with you prior to the start of the project and you will be asked to agree to that difference in writing before we proceed. Proposal Based on lumber market price at time of proposal conception.

Terms/Conditions

All hardscape installations include a two-year workmanship warranty (excluding poured concrete; both stamped and stained).

Planted nursery stock is guaranteed to be disease free and healthy at the time of installation. There is a one-year replacement warranty on completely dead nursery stock. This warranty is void without a fully programmed in-ground sprinkler system. An additional one-year warranty can be purchased for trees



and shrubs. This includes a minimum of four service visits through our tree and shrub service division. Please ask your salesperson for details.

For lawn installations, we warranty first-season grass seed germination for system-irrigated areas only. When heavy rains cause a washout on part/all of an installation area prior to the first germination, reseeding may be required. In this instance, the Company will provide the seed and topsoil at cost and labor will be charged at \$65/hour (door-to-door).

Irrigation installations and upgrades carry a one-year parts and labor warranty.

Prior to the commencement of work, you agree to provide the Company with information pertaining to the property lot lines. The Company relies on the accuracy of this information and will not be liable for any damages or costs resulting from errors/omissions in the information you provide.

If there are concealed physical conditions where the subsurface conditions differ materially from those indicated during a visual inspection of the property (including, but not limited to, utilities, irrigation lines, boulders, tree stumps/major roots, and construction debris), then the contract price will be adjusted to account for any changes required to complete the scope of work above (labor, materials, and/or equipment). The Client is responsible for marking septic tanks and fields.

Your project may require specialized and/or heavy equipment to meet the specifications. The Company will not be held responsible for any damage that may occur on your property based on our proper use of this equipment. This includes, but is not limited to, septic fields/tanks, driveways, and any underground wires, including buried pet fences. We do, however, use plywood protection systems, where possible, over driveways, lawns, and sidewalks, to mitigate any potential damage. With your signature below, you are giving the Company permission to use this equipment on your property and understand that it is your responsibility to identify any underground wires that Miss Dig may not point out. The company will take responsibility for calling Miss Dig to mark the property.

Unless otherwise stated, the Client will be responsible for obtaining all required municipal and/or state-required permits tied to the scope of work above and for paying any permit-related fees. The Company can assist you in completing/submitting any permit applications.

At times, the Company may use subcontractors in the performance of some segments of your project. This is for your benefit and will only be done when necessary. All activities of any subcontractors will be under the supervision and direction of Company representatives.

The Company carries appropriate levels of automotive, liability, and worker's compensation insurance.

Payment terms are as follows: 50% of the planned total job cost (above) is due at the time this agreement is signed, with the final 50%, including any change orders, due on the day the project is completed. The down payment is required to reserve a spot on the project calendar. The remaining balance is due on the day the project is completed. If you request a change order, that change order will be documented and you will be asked to sign for that change prior to any additional work being done. An additional deposit may be required if the change order exceeds 10% of the original project total. We make every attempt to honor the scheduled date we communicate to you, but various factors/weather



conditions may require us to move that date. We will communicate any schedule changes to you ASAP and are sorry for any inconvenience.

Your signature below indicates your acceptance of the pricing and terms/conditions for this project. Please mail or email the signed proposal to my attention at your earliest convenience. Upon receipt of the deposit check, we will add you to our schedule.

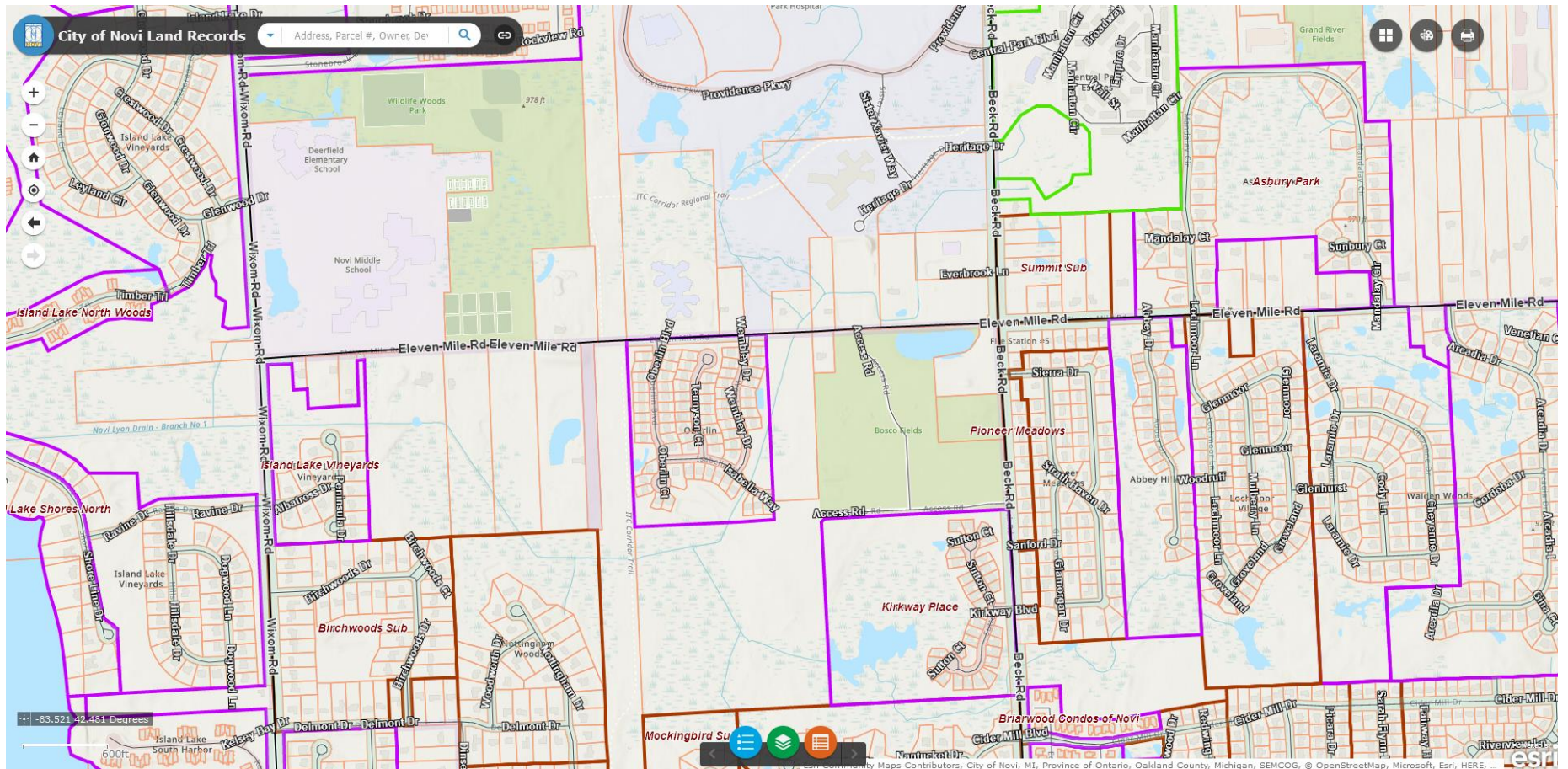
Agreed to and accepted by:

Signature

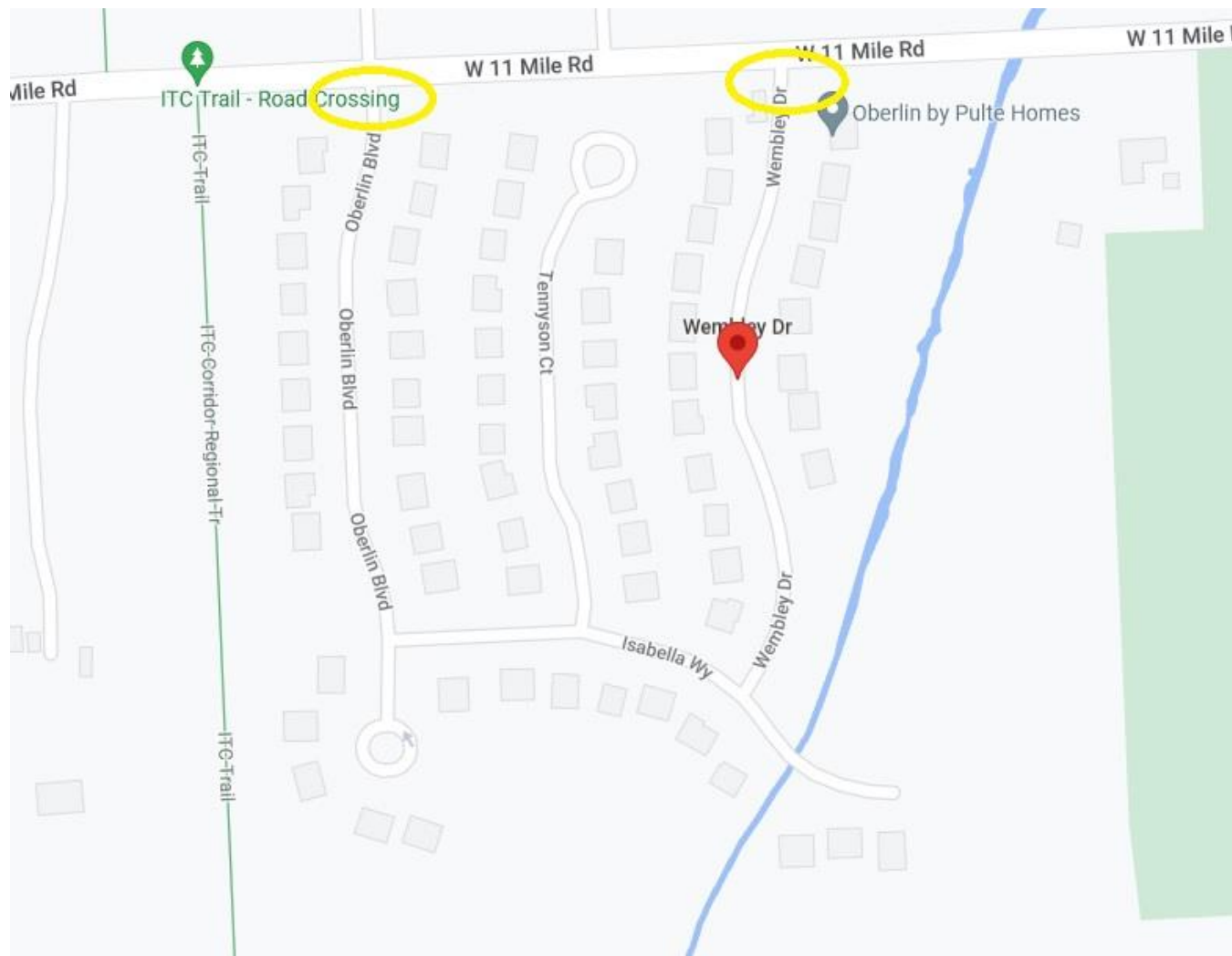
Printed Name

Date

Craig Fisher
Landscape/Design/Build
Cell: (810) 522-7262



Oberlin as shown on city map



Location as shown on google maps, circling the entrances in yellow.



Entrance 1



Entrance 2

Oberlin Condominium Association

2023 Approved Annual Budget

| | 2022 | 2023 | % Variance |
|---|------------------|------------------|------------------|
| Income | | | |
| Income | | | |
| 62000 - Association Fees | 59,995.00 | 56,587.00 | (5.68) % |
| 62001 - Prior Year Surplus Carryover | 6,469.00 | - | (100.00) % |
| 63006 - Reserve Fund | 4,104.00 | - | (100.00) % |
| 63020 - Interest From Reserves | 104.10 | - | (100.00) % |
| Total Income | 70,672.10 | 56,587.00 | (19.93) % |
| Total Income | 70,672.10 | 56,587.00 | (19.93) % |
| Expense | | | |
| Contracted Services | | | |
| 80026 - Management Contract | 8,640.00 | 8,834.40 | 2.25 % |
| 83005 - Street Light Contract | 4,740.00 | 4,900.00 | 3.38 % |
| 85000 - Pond Maint Contract | 1,000.00 | 1,000.00 | .00 % |
| 86008 - Landscape - Contract | 13,500.00 | 14,000.00 | 3.70 % |
| 86012 - Snow Removal - Contract | 11,450.00 | 4,950.00 | (56.77) % |
| Total Contracted Services | 39,330.00 | 33,684.40 | (14.35) % |
| General & Administrative | | | |
| 80000 - Postage & Copies | 985.00 | 750.00 | (23.86) % |
| 80014 - Meetings & Community | 450.00 | 450.00 | .00 % |
| 80016 - Legal Fees - Collections | 225.00 | 225.00 | .00 % |
| 80017 - Legal Fees - General | 250.00 | 250.00 | .00 % |
| 80018 - CPA Audit/Tax | 750.00 | 750.00 | .00 % |
| 80021 - Technology Fee | - | 250.00 | 25,000.00 % |
| 81000 - Website | 420.00 | - | (100.00) % |
| 93002 - Property & Liability Insurance | 650.00 | 650.00 | .00 % |
| 93012 - License & Permits | 120.00 | 20.00 | (83.33) % |
| Total General & Administrative | 3,850.00 | 3,345.00 | (13.12) % |
| Repairs & Maintenance | | | |
| 86000 - Common Area - Maintenance | 1,000.00 | 4,433.60 | 343.36 % |
| 86001 - Pest Control | 270.00 | 270.00 | .00 % |
| 86005 - Plant & Tree Replacment | 2,500.00 | 1,500.00 | (40.00) % |
| 86015 - Seed/Mulch | 6,500.00 | 2,250.00 | (65.38) % |
| 86019 - Irrigation System Maintenance | 1,250.00 | 750.00 | (40.00) % |
| Total Repairs & Maintenance | 11,520.00 | 9,203.60 | (20.11) % |
| Utilities | | | |
| 88006 - Electric | 660.00 | 750.00 | 13.64 % |
| 88008 - Water - Landscape | 7,000.00 | 5,500.00 | (21.43) % |
| Total Utilities | 7,660.00 | 6,250.00 | (18.41) % |
| Reserve | | | |
| 91002 - Reserve Contribution | 4,104.00 | 4,104.00 | .00 % |
| Total Reserve | 4,104.00 | 4,104.00 | .00 % |

-

Oberlin Condominium Association

2023 Approved Annual Budget

| | <u>2022</u> | <u>2023</u> | <u>% Variance</u> |
|----------------------|------------------|------------------|-------------------|
| Total Expense | 66,464.00 | 56,587.00 | (14.86) % |

Oberlin Condominium Association

Statement of Revenues and Expenses 1/1/2023 - 1/27/2023

| | Current Period | | | Year To Date | | | Annual Budget |
|--------------------------|----------------|-----------|-------------|--------------|-----------|-------------|---------------|
| | Actual | Budget | Variance | Actual | Budget | Variance | |
| Operating Income | | | | | | | |
| Income | | | | | | | |
| 62000 - Association Fees | 21,494.00 | 56,587.00 | (35,093.00) | 21,494.00 | 56,587.00 | (35,093.00) | 56,587.00 |
| 63000 - Late Fees | 125.00 | - | 125.00 | 125.00 | - | 125.00 | - |
| 63012 - Fines | 25.00 | - | 25.00 | 25.00 | - | 25.00 | - |
| Total Income | 21,644.00 | 56,587.00 | (34,943.00) | 21,644.00 | 56,587.00 | (34,943.00) | 56,587.00 |
| Total Income | 21,644.00 | 56,587.00 | (34,943.00) | 21,644.00 | 56,587.00 | (34,943.00) | 56,587.00 |

Operating Expense

| | | | | | | | |
|----------------------------------|---------------|-----------------|-----------------|---------------|-----------------|-----------------|------------------|
| Contracted Services | | | | | | | |
| 80026 - Management Contract | 720.00 | 720.00 | - | 720.00 | 720.00 | - | 8,834.40 |
| 83005 - Street Light Contract | - | 408.33 | 408.33 | - | 408.33 | 408.33 | 4,900.00 |
| 85000 - Pond Maint Contract | - | - | - | - | - | - | 1,000.00 |
| 86008 - Landscape - Contract | - | 1,166.67 | 1,166.67 | - | 1,166.67 | 1,166.67 | 14,000.00 |
| 86012 - Snow Removal - Contract | - | 990.00 | 990.00 | - | 990.00 | 990.00 | 4,950.00 |
| Total Contracted Services | 720.00 | 3,285.00 | 2,565.00 | 720.00 | 3,285.00 | 2,565.00 | 33,684.40 |

| | | | | | | | |
|---|---------------|-----------------|---------------|---------------|-----------------|---------------|-----------------|
| General & Administrative | | | | | | | |
| 80000 - Postage & Copies | - | 62.50 | 62.50 | - | 62.50 | 62.50 | 750.00 |
| 80014 - Meetings & Community | - | - | - | - | - | - | 450.00 |
| 80016 - Legal Fees - Collections | - | 50.00 | 50.00 | - | 50.00 | 50.00 | 225.00 |
| 80017 - Legal Fees - General | - | 250.00 | 250.00 | - | 250.00 | 250.00 | 250.00 |
| 80018 - CPA Audit/Tax | - | - | - | - | - | - | 750.00 |
| 80021 - Technology Fee | 250.00 | 20.83 | (229.17) | 250.00 | 20.83 | (229.17) | 250.00 |
| 93002 - Property & Liability Insurance | - | 650.00 | 650.00 | - | 650.00 | 650.00 | 650.00 |
| 93012 - License & Permits | - | 1.67 | 1.67 | - | 1.67 | 1.67 | 20.00 |
| Total General & Administrative | 250.00 | 1,035.00 | 785.00 | 250.00 | 1,035.00 | 785.00 | 3,345.00 |

| | | | | | | | |
|--|----------|---------------|---------------|----------|---------------|---------------|-----------------|
| Repairs & Maintenance | | | | | | | |
| 86000 - Common Area - Maintenance | - | 369.47 | 369.47 | - | 369.47 | 369.47 | 4,433.60 |
| 86001 - Pest Control | - | 22.50 | 22.50 | - | 22.50 | 22.50 | 270.00 |
| 86005 - Plant & Tree Replacment | - | 125.00 | 125.00 | - | 125.00 | 125.00 | 1,500.00 |
| 86015 - Seed/Mulch | - | 187.50 | 187.50 | - | 187.50 | 187.50 | 2,250.00 |
| 86019 - Irrigation System Maintenance | - | 62.50 | 62.50 | - | 62.50 | 62.50 | 750.00 |
| Total Repairs & Maintenance | - | 766.97 | 766.97 | - | 766.97 | 766.97 | 9,203.60 |

| | | | | | | | |
|---------------------------|--------------|---------------|---------------|--------------|---------------|---------------|-----------------|
| Utilities | | | | | | | |
| 88006 - Electric | 42.03 | 62.50 | 20.47 | 42.03 | 62.50 | 20.47 | 750.00 |
| 88008 - Water - Landscape | - | 458.33 | 458.33 | - | 458.33 | 458.33 | 5,500.00 |
| Total Utilities | 42.03 | 520.83 | 478.80 | 42.03 | 520.83 | 478.80 | 6,250.00 |

| | | | | | | | |
|------------------------------|---------------|---------------|----------|---------------|---------------|----------|-----------------|
| Reserve | | | | | | | |
| 91002 - Reserve Contribution | 342.00 | 342.00 | - | 342.00 | 342.00 | - | 4,104.00 |
| Total Reserve | 342.00 | 342.00 | - | 342.00 | 342.00 | - | 4,104.00 |

Oberlin Condominium Association

Statement of Revenues and Expenses 1/1/2023 - 1/27/2023

| | Current Period | | | Year To Date | | | Annual Budget |
|---------------------|----------------|-----------|-------------|--------------|-----------|-------------|---------------|
| | Actual | Budget | Variance | Actual | Budget | Variance | |
| Operating Expense | | | | | | | |
| Total Expense | 1,354.03 | 5,949.80 | 4,595.77 | 1,354.03 | 5,949.80 | 4,595.77 | 56,587.00 |
| Operating Net Total | 20,289.97 | 50,637.20 | (30,347.23) | 20,289.97 | 50,637.20 | (30,347.23) | - |

Oberlin Condominium Association

Statement of Revenues and Expenses 1/1/2023 - 1/27/2023

| | Current Period | | | Year To Date | | | Annual Budget |
|----------------------|----------------|-----------|-------------|--------------|-----------|-------------|---------------|
| | Actual | Budget | Variance | Actual | Budget | Variance | |
| Reserve Income | | | | | | | |
| Income | | | | | | | |
| 63006 - Reserve Fund | 342.00 | - | 342.00 | 342.00 | - | 342.00 | - |
| Total Income | 342.00 | - | 342.00 | 342.00 | - | 342.00 | - |
| Total Income | 342.00 | - | 342.00 | 342.00 | - | 342.00 | - |
| | | | | | | | |
| Reserve Net Total | 342.00 | - | 342.00 | 342.00 | - | 342.00 | - |
| Net Total | 20,631.97 | 50,637.20 | (30,005.23) | 20,631.97 | 50,637.20 | (30,005.23) | - |

Oberlin Condominium Association

Statement of Revenues and Expenses 12/1/2022 - 12/31/2022

| | Current Period | | | Year To Date | | | Annual Budget |
|--------------------------------------|----------------|--------|-----------|--------------|-----------|------------|---------------|
| | Actual | Budget | Variance | Actual | Budget | Variance | |
| Operating Income | | | | | | | |
| Income | | | | | | | |
| 62000 - Association Fees | 20,692.00 | - | 20,692.00 | 87,790.00 | 59,995.00 | 27,795.00 | 59,995.00 |
| 62001 - Prior Year Surplus Carryover | - | - | - | - | 6,469.00 | (6,469.00) | 6,469.00 |
| 62002 - Legal Fee Reimbursement | - | - | - | 100.00 | - | 100.00 | - |
| 63000 - Late Fees | - | - | - | 149.65 | - | 149.65 | - |
| 63001 - Interest - Operating | 1.79 | - | 1.79 | 16.55 | - | 16.55 | - |
| 63008 - Transfer To/From Reserves | - | - | - | (684.00) | - | (684.00) | - |
| 63012 - Fines | - | - | - | 50.00 | - | 50.00 | - |
| Total Income | 20,693.79 | - | 20,693.79 | 87,422.20 | 66,464.00 | 20,958.20 | 66,464.00 |
| Total Income | 20,693.79 | - | 20,693.79 | 87,422.20 | 66,464.00 | 20,958.20 | 66,464.00 |

Operating Expense

| | | | | | | | |
|----------------------------------|-----------------|-----------------|--------------|------------------|------------------|-------------------|------------------|
| Contracted Services | | | | | | | |
| 80026 - Management Contract | 720.00 | 720.00 | - | 8,080.00 | 8,640.00 | 560.00 | 8,640.00 |
| 83005 - Street Light Contract | - | - | - | 4,762.32 | 4,740.00 | (22.32) | 4,740.00 |
| 85000 - Pond Maint Contract | - | - | - | 1,000.00 | 1,000.00 | - | 1,000.00 |
| 86008 - Landscape - Contract | 250.00 | - | (250.00) | 15,470.06 | 13,500.00 | (1,970.06) | 13,500.00 |
| 86012 - Snow Removal - Contract | 1,980.00 | 2,290.00 | 310.00 | 13,430.00 | 11,450.00 | (1,980.00) | 11,450.00 |
| Total Contracted Services | 2,950.00 | 3,010.00 | 60.00 | 42,742.38 | 39,330.00 | (3,412.38) | 39,330.00 |

| | | | | | | | |
|---|---------------|---------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| General & Administrative | | | | | | | |
| 80000 - Postage & Copies | 85.98 | 150.00 | 64.02 | 747.92 | 985.00 | 237.08 | 985.00 |
| 80004 - Misc. - Admin | - | - | - | 125.00 | - | (125.00) | - |
| 80014 - Meetings & Community | - | - | - | 382.37 | 450.00 | 67.63 | 450.00 |
| 80016 - Legal Fees - Collections | - | - | - | 60.00 | 225.00 | 165.00 | 225.00 |
| 80017 - Legal Fees - General | - | - | - | 171.00 | 250.00 | 79.00 | 250.00 |
| 80018 - CPA Audit/Tax | - | - | - | 1,500.00 | 750.00 | (750.00) | 750.00 |
| 80021 - Technology Fee | - | - | - | 250.00 | - | (250.00) | - |
| 81000 - Website | - | 35.00 | 35.00 | 150.00 | 420.00 | 270.00 | 420.00 |
| 93002 - Property & Liability Insurance | 677.00 | - | (677.00) | 1,255.00 | 650.00 | (605.00) | 650.00 |
| 93012 - License & Permits | - | - | - | 25.00 | 120.00 | 95.00 | 120.00 |
| Total General & Administrative | 762.98 | 185.00 | (577.98) | 4,666.29 | 3,850.00 | (816.29) | 3,850.00 |

| | | | | | | | |
|--|----------|----------|----------|-----------------|------------------|-----------------|------------------|
| Repairs & Maintenance | | | | | | | |
| 86000 - Common Area - Maintenance | - | - | - | 410.00 | 1,000.00 | 590.00 | 1,000.00 |
| 86001 - Pest Control | - | - | - | - | 270.00 | 270.00 | 270.00 |
| 86005 - Plant & Tree Replacment | - | - | - | 4,000.00 | 2,500.00 | (1,500.00) | 2,500.00 |
| 86015 - Seed/Mulch | - | - | - | 405.00 | 6,500.00 | 6,095.00 | 6,500.00 |
| 86019 - Irrigation System Maintenance | - | - | - | - | 1,250.00 | 1,250.00 | 1,250.00 |
| Total Repairs & Maintenance | - | - | - | 4,815.00 | 11,520.00 | 6,705.00 | 11,520.00 |

| | | | | | | | |
|------------------|--------|-------|---------|--------|--------|----------|--------|
| Utilities | | | | | | | |
| 88006 - Electric | 100.01 | 55.00 | (45.01) | 763.27 | 660.00 | (103.27) | 660.00 |

Oberlin Condominium Association

Statement of Revenues and Expenses 12/1/2022 - 12/31/2022

| | Current Period | | | Year To Date | | | Annual Budget |
|------------------------------|----------------|------------|-----------|--------------|-----------|-----------|---------------|
| | Actual | Budget | Variance | Actual | Budget | Variance | |
| Operating Expense | | | | | | | |
| 88008 - Water - Landscape | - | - | - | 6,254.48 | 7,000.00 | 745.52 | 7,000.00 |
| Total Utilities | 100.01 | 55.00 | (45.01) | 7,017.75 | 7,660.00 | 642.25 | 7,660.00 |
| Reserve | | | | | | | |
| 91002 - Reserve Contribution | 342.00 | 342.00 | - | 3,078.00 | 4,104.00 | 1,026.00 | 4,104.00 |
| Total Reserve | 342.00 | 342.00 | - | 3,078.00 | 4,104.00 | 1,026.00 | 4,104.00 |
| Total Expense | 4,154.99 | 3,592.00 | (562.99) | 62,319.42 | 66,464.00 | 4,144.58 | 66,464.00 |
| | | | | | | | |
| Operating Net Total | 16,538.80 | (3,592.00) | 20,130.80 | 25,102.78 | - | 25,102.78 | - |

Oberlin Condominium Association

Statement of Revenues and Expenses 12/1/2022 - 12/31/2022

| | Current Period | | | Year To Date | | | Annual Budget |
|--------------------------------|----------------|------------|-----------|--------------|----------|-----------|---------------|
| | Actual | Budget | Variance | Actual | Budget | Variance | |
| Reserve Income | | | | | | | |
| Income | | | | | | | |
| 63006 - Reserve Fund | 342.00 | 342.00 | - | 3,762.00 | 4,104.00 | (342.00) | 4,104.00 |
| 63020 - Interest From Reserves | 18.16 | 8.73 | 9.43 | 139.69 | 104.10 | 35.59 | 104.10 |
| Total Income | 360.16 | 350.73 | 9.43 | 3,901.69 | 4,208.10 | (306.41) | 4,208.10 |
| Total Income | 360.16 | 350.73 | 9.43 | 3,901.69 | 4,208.10 | (306.41) | 4,208.10 |
| | | | | | | | |
| Reserve Net Total | 360.16 | 350.73 | 9.43 | 3,901.69 | 4,208.10 | (306.41) | 4,208.10 |
| Net Total | 16,898.96 | (3,241.27) | 20,140.23 | 29,004.47 | 4,208.10 | 24,796.37 | 4,208.10 |



CITY OF NOVI CITY COUNCIL
APRIL 3, 2023

SUBJECT: Approval to provide accounts payable and light accounting services to Michigan High Intensity Drug Trafficking Areas (HIDTA) and authorize the Mayor to sign a Memorandum of Understanding after review and final approval of the City Attorney and Interim City Manager.

SUBMITTING DEPARTMENT: Finance

Background Information:

Back in March 2023, former Novi Police Chief David Molloy met with City administration to discuss the opportunity for the City of Novi to perform accounts payable and light account duties for the Michigan High Intensity Drug Trafficking Areas (HIDTA), the organization for which he serves as the Deputy Director.

The HIDTA program was created by Congress in 1988. The HIDTA program is a federally funded grant program administered by the Office of National Drug Control Policy (ONDCP) within the Executive Office of the President of the United States. The Novi Police Department has been involved with the Michigan HIDTA for nearly 15 years. They have Novi PD Task Force Officers assigned to three of the HIDTA initiatives; two with the Drug Enforcement Administration and one with the Federal Bureau of Investigation. Director of Public Safety/Chief of Police Erick Zinser serves as a voting member on the Michigan HIDTA Executive Board as a representative of the Michigan Association of Chiefs of Police.

The Michigan HIDTA receives approximately \$4.0 million in federal funds annually to assist the region in the mission of reducing drug trafficking and drug production. The City of Novi has been asked to manage approximately \$614,000 of these funds. The City would be responsible for paying the current invoices for HIDTA. HIDTA then will submit the request for reimbursement from the Federal level. Once the request is approved (usually less than 14 days), the local government (Novi) is reimbursed for the payments directly from the Federal government.

RECOMMENDED ACTION: Approval to provide accounts payable and light accounting services to Michigan High Intensity Drug Trafficking Areas (HIDTA) and authorize the Mayor to sign a Memorandum of Understanding after review and final approval of the City Attorney and Interim City Manager.

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

**RESOLUTION APPROVING THE ACCOUNTS PAYABLE AND LIGHT ACCOUNTING SERVICES
TO MICHIGAN HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA)**

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 April 3, 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 HIDTA program coordinates and assists Federal, State, Local and Tribal law enforcement agencies to address regional drug threats with the purpose of reducing drug trafficking organizations (DTOs), Money Laundering Organizations (MLOs), drug production, and the violent crime associated with drug trafficking throughout the United States and

WHEREAS ; The Michigan HIDTA receives approximately \$4.0 million in federal funds annually to assist the region in the mission of reducing drug trafficking and drug production and

WHEREAS ; The program is a reimbursement basis only where all HIDTA programs must contract with a state, county, or local government to assist with cash management.

WHEREAS ; The City would be responsible for managing approximately \$614,000 of vendor payables.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the City provide accounts payable and light accounting services to Michigan High Intensity Drug Trafficking Areas.

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 3 day of April, 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

MEMORANDUM OF UNDERSTANDING

AGREEMENT BETWEEN CITY OF NOVI AND HIDTA, FOR HIDTA TO PAY TO CITY OF NOVI COST ALLOCATION

WHEREAS; the National High Intensity Drug Trafficking Area ("HIDTA") program is a federally funded program created to bring together federal, state and local law enforcement organizations to coordinate and synchronize drug enforcement strategies; and

WHEREAS; HIDTA's mission is to reduce drug trafficking, related violent crime and money laundering in the HIDTA region, which includes Oakland County; and

WHEREAS; under the federal guidelines for HIDTA, a local unit of government must agree to become HIDTA's sponsoring agency and fiduciary agent; and

WHEREAS; the City will perform accounts payable functions and light accounting duties on behalf of HIDTA. This includes establishing a fiduciary account for expenditures on behalf of HIDTA as well as running financial reports, if requested.

WHEREAS; upon receipt of a properly documented payment request from HIDTA, the City will remit payments as requested by HIDTA. HIDTA will request reimbursement to the City for payments made on its behalf by the City. Within fourteen (14) days of remitting payment on behalf of HIDTA, the City shall receive reimbursement from the Office of National Drug Control Policy.

INDIRECT COST; Michigan HIDTA will pay the City of Novi an indirect cost of \$50,000 annually for services provided by the City on its behalf. The indirect cost will be paid to the City on July 1st of each year. Should the City provide services prior to July 1, 2023, a monthly fee will apply of \$4,200.

TERM OF AGREEMENT; This agreement is effective April 3, 2023, and will remain in effect as long as the City of Novi serves as the fiduciary for the Michigan HIDTA.

AMENDMENTS; Changes mutually agreed upon by the City and HIDTA will be incorporated into this Agreement by written amendments signed by the parties.

EXTENT OF CONTRACT; This agreement represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral, pertaining to the City of Novi.

MICHIGAN HIGH INTENSITY
DRUG TRAFFICKING AREA

CITY OF NOVI

By: _____
Ranaldo Ollie, Executive Director

BY _____
Robert J. Gatt, City Mayor

Witnessed By: _____

Witnessed By: _____

Cortney Hanson, City Clerk



CITY OF NOVI CITY COUNCIL
APRIL 3, 2023

SUBJECT: Approval of a one-year contract extension for employee benefit broker services between the City of Novi and Gallagher Benefit Services, Inc.

SUBMITTING DEPARTMENT: Human Resources

BACKGROUND INFORMATION:

In 2018 the City and Gallagher Benefit Services entered into a three-year contract with two one-year extensions. That contract will expire on April 21, 2023.

Gallagher Benefit Services works with the City, specifically Human Resources, to provide benefit consultation in the areas of health, dental, disability, and life insurance. Gallagher has been providing exceptional services to the City and to its employees since 2007. They assist Human Resources in resolving complaints and/or disputes concerning employee medical and/or disability claims, as well as provide services with regard to the City's annual renewal for these benefits.

The City of Novi is not billed for the services Gallagher provides. Gallagher receives payment directly from the insurance carriers, based upon a percentage of premiums paid to each provider. It has been confirmed, in writing, that there are no fee increases planned for 2023. Additionally, Gallagher has removed all commissions from the City's life and disability plans and does not receive any commission for the City's dental plan.

At the March 6th Consultant Review meeting, a one-year extension to the above contract was recommended for City Council approval.

RECOMMENDED ACTION: Approval of a one-year contract extension for employee benefit broker services between the City of Novi and Gallagher Benefit Services, Inc.

CONTRACT FOR BENEFIT PLAN CONSULTING AND AGENT SERVICES

THIS CONTRACT FOR SERVICES ("Contract") shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi Michigan, 48375 (hereinafter referred to as "Client"), and Gallagher Benefit Services, Inc., whose address is 2600 South Telegraph Road, Suite 100, Bloomfield Hills, MI 48302 (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in the Scope of Work (the "Work"), which is outlined in the original service contract and is made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence immediately upon execution by both parties. The contract period will be one (1) year, commencing April 21, 2023, through April 20, 2024, under the same terms, and conditions of the original contract.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount for services and materials as specifically set forth in the attached Compensation Disclosure form (referred to as Schedule A). Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

- A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.
2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Contractor up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.
- B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

- A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in the Scope of Work in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the

work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth in the original Request for Proposal. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- F. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Client should the work be accepted and implemented by the Client) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- G. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:
- Client: Mayor Robert J. Gatt and City Clerk Courtney Hanson
Contractor: Lenny Brucato, Area President
- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.

- I. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- J. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- K. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date first listed above.

WITNESS:

City of Novi ("Client"):

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

WITNESS:

**Gallagher Benefit Services, Inc.
("Contractor"):**

Date: _____

By: Lenny Brucato
Its: Area President



**CITY OF NOVI
BENEFIT PLAN CONSULTING AND AGENT SERVICES**

**PROPOSAL FORM
(Please submit in a separate sealed envelope)**

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

Form of payment accepted:

- ☒ Commissions accepted as a form of payment for services rendered
☒ Other, please explain below

Commission

See attached for current %

Comments _____
BCBSM, HAP and Priority Health commissions are based on a standard scale and are built into the administrative fee portion of each carrier's premium structure.

Other form of payment accepted:

Comments/Description _____
Gallagher Benefit Services will work on a negotiated fee basis in lieu of accepting commissions. We would propose to offset fees by any commission dollars that are already built into carrier pricing. These fees can be billed on any mutually agreed upon schedule.

Please attach a complete list of fees for all additional services or materials your firm offers beyond the scope of work described in the specifications.

Exceptions/Deviations from Yes _____ No ☒ _____

If yes, what? _____

We acknowledge the following addenda: N/A

This proposal submitted by:

Company (Legal Registration) Gallagher Benefit Services, Inc.

Address 30150 Telegraph Road, Suite 408

City Bingham Farms State MI Zip 48025

Telephone 248-203-0626 Fax 248-540-6015

Agent's Name W. Bryan Hirn

Agent's Title Area President

Agent's Signature _____

E-mail Bryan_Hirn@ajg.com

Date _____



Insurance | Risk Management | Consulting

CLIENT COVERAGE ACKNOWLEDGMENT AND COMPENSATION DISCLOSURE STATEMENT FOR THE CITY OF NOVI

This form documents that Gallagher Benefit Services, Inc. (Gallagher) will apply its professional judgment to access those insurance companies it believes are best suited to insure the Client's risks. The final decision to choose any insurance company or vendor has been made by the Client in its sole and absolute discretion. The Client understands and agrees that Gallagher does not take risk, and that Gallagher does not guarantee the financial solvency or security of any insurance company. The Client, or other policy owner, is responsible for immediate payment of premiums for all insurance placed by Gallagher on Client's behalf. If any premium amounts or fees, as applicable, are not paid in full when due, the applicable insurance company for the Client's risks may cancel any applicable policies in accordance with the terms of such policies.

The following is the disclosure of commissions and/or fees to be paid to Gallagher for brokerage and/or consulting services to Client's Group Health and Welfare Plan and any relationships, or agreements Gallagher has with any insurance companies or vendors selected by Client as noted above. Gallagher will receive the following initial and renewal sale commissions expressed as percentage of gross premium payments, or fees, as agreed upon by Client:

| Line of Coverage / Services ¹ | Company | Commission ^{2&3} | Third Party Compensation | Direct Fees ⁴ | Effective Date |
|--|-----------------|--|--------------------------|--------------------------|----------------|
| Medical/Pharmacy | BCBSM | 4.5% of premium | n/a | n/a | 1/1/2023 |
| Medical/Pharmacy | HAP | \$8.73 per employee per month | n/a | n/a | 1/1/2023 |
| Medical/Pharmacy | Priority Health | 3% of premium | n/a | n/a | 1/1/2023 |
| Medicare Advantage | BCBSM | \$100 per contract per year | n/a | n/a | 1/1/2023 |
| Medicare Advantage | HAP | \$539 per contract per year for year one; \$270 per contract per year thereafter | n/a | n/a | 1/1/2023 |
| Dental | Delta Dental | Net of commissions | n/a | n/a | 1/1/2023 |
| Vision | BCBSM | 8% of premium | n/a | n/a | 1/1/2023 |
| Life/AD&D/Short Term Disability/Long Term Disability | The Hartford | Net of commissions | n/a | n/a | 1/1/2023 |

¹ Services provided relative to the above lines of coverage include Benefits strategy consulting and design, to include funding evaluation options, financial reporting, as appropriate, based on funding arrangement, and vendor support; Plan management services, to include plan marketing and evaluation services; Renewal support, coordination, and oversight; Annual enrollment support, including drafting assistance for employee communications; Legislative compliance support in the form of updates, materials, and guidance; and Administrative support as mutually agreed to by the parties. Refer to your consulting agreement for further details on services, if applicable.

² Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, insurance service, or vendor. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.

³ Gallagher may receive supplemental compensation from insurance carriers and vendors, normally calculated at the end of each calendar year, that are contingent on a number of factors including the overall number of employer plans represented, plan retention rates, and overall premium growth. Historically, supplemental compensation has ranged, on average, between 0-3% based on specific carrier programs. These plans have no effect on premiums. Further, Gallagher may receive non-cash compensation from plan vendors or service providers that are not in connection with any particular client. If you have any questions regarding direct or indirect compensation received by Gallagher, please contact your dedicated Gallagher advisor or refer to the [Gallagher Global Standards of Business Conduct](#).

⁴ Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.



Insurance | Risk Management | Consulting

It should also be noted that:

- **Gallagher** is not an affiliate of the insurer/vendor whose contract is recommended. This means the insurer/vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of **Gallagher**. **Gallagher's** ability to recommend other insurance contracts/vendors is not limited by an agreement with the insurance company/vendor.
- **Gallagher** is effecting the transaction for the Plan(s) in the ordinary course of **Gallagher** business. The transaction set forth is at least as favorable to the Plan(s) as an arm's length transaction with an unrelated party.
- **Gallagher** is not a trustee of the Plan(s) and is neither the Plan Administrator of the Plan(s), a named fiduciary of the Plan(s), nor an employer which has employees in the Plan(s). **Gallagher** shall not exercise discretionary authority or control with respect to plan management, the disposition of plan assets or plan administration.
- **Gallagher's** liability to Client, or any party claiming by or through Client, on account of or relating to the provision of services to Client during the period of the relationship between Gallagher and Client shall not exceed \$20 million in the aggregate. Without limiting the foregoing, Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages.

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing the insurance product and/or vendor services and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24⁵, which protects both Client and Gallagher⁶, and the disclosure requirements under ERISA §408(b)(2), as amended by Div. BB, Title II, §202 of the Consolidated Appropriations Act, 2021. Disclosure must be made to responsible plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation. In the event a Client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com.

Thank you for your business and continued confidence in the services Gallagher provides to you and your employees. We sincerely appreciate the opportunity to serve The City of Novi. Please contact your Gallagher advisor if you have questions regarding this information or would like more detail.

GALLAGHER BENEFIT SERVICES, INC.

By

Name Kelley A. Demiryan

Title Account Director

Date February 24, 2023

⁵ Which allows an exemption from a prohibited transaction under Section 408(a) of the **Employee Retirement Income Security Act of 1974 (ERISA)**.

⁶ In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.



CITY OF NOVI CITY COUNCIL
APRIL 3, 2023

SUBJECT: Approval to change the June 19, 2023 Council meeting to Monday, June 26, 2023.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

In recognition of Juneteenth, the request is to move the Council meeting from June 19, 2023 to June 26, 2023.

RECOMMENDED ACTION: Approval to change the June 19, 2023 Council meeting to Monday, June 26, 2023.



CITY OF NOVI CITY COUNCIL
APRIL 3, 2023

SUBJECT: Enter Executive Session immediately following the regular meeting of April 3, 2023 in the Council Annex to discuss privileged correspondence from legal counsel and labor negotiations.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

RECOMMENDED ACTION: Enter Executive Session immediately following the regular meeting of April 3, 2023 in the Council Annex to discuss privileged correspondence from legal counsel and labor negotiations..



CITY OF NOVI CITY COUNCIL
APRIL 3, 2023

SUBJECT: Approve revised land exchange agreement between the City of Novi and Novi Community School District, subject to approval of final form by the City Manager and City Attorney's Office

SUBMITTING DEPARTMENT: City Manager's

BACKGROUND INFORMATION:

At the November 14, 2022, City Council meeting, Council unanimously approved the Property Exchange Agreement by and Between the City of Novi and the Novi Community School District. A due diligence period was provided to address issues raised by the transfer of City park areas. Since then, the City and the School District have agreed upon a few revisions to address the concerns shared by surrounding neighborhoods. Of particular note is the inclusion of the First Right of Refusal language at the end of the document that allows either party to reacquire the property if the other one decides to sell. Both public entities remained steadfast that the affected properties are intended to remain public property and to continue to be used as recreation/athletic facilities.

The City properties involved (being transferred to the School District) are a portion of the City's Wildlife Woods Park adjacent Novi Middle School (about 23 acres) and an area at the Civic Center/Ella Mae Power Park currently used for School athletic field purposes (about 46 acres). The School properties involved (being transferred to the City) are a small piece of land near Fuerst Park (roughly 1.77 acres) and the so-called Bosco Fields, at 11 Mile and Beck Roads (about 70 acres). There is no compensation or monetary consideration proposed. This is intended to be an exchange of deeds.

The City is still proceeding with the revision process for the Future Land Use Map changes tied to this proposed swap. That 42-day review and comment period will end on April 11, 2023. The City is also starting the text amendment process to confirm the Schools' use of the Civic Center/Ella Mae Power Park property.

RECOMMENDED ACTION: Approve revised land exchange agreement between the City of Novi and Novi Community School District, subject to approval of final form by the City Manager and City Attorney's Office

PROPERTY EXCHANGE AGREEMENT
BY AND BETWEEN
THE CITY OF NOVI AND NOVI COMMUNITY SCHOOL DISTRICT

This Agreement is made as of the date of the last signature below ("Effective Date") by and between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 ("City") and Novi Community School District, a Michigan general powers school district organized and operating under the Michigan Revised School Code, MCL 380.1, et seq., whose address is 25345 Taft Road, Novi, Michigan 48374 ("District") (collectively, the City and the District, the "Parties," and individually, a "Party").

RECITALS

WHEREAS, the District owns property shown and legally described as "Parcel C" on the survey in **Exhibit 1** ("District High School Property");

WHEREAS, the City owns property adjacent to the District High School Property, which is shown and legally described as "Parcel B" on the survey in **Exhibit 1** ("City Civic Center Property");

WHEREAS, the District owns property shown and legally described as "Parcel B" on the survey in **Exhibit 2** ("District Middle School Property");

WHEREAS, the City owns property adjacent to the District Middle School Property, which is shown and legally described as "Parcel A" on the survey in **Exhibit 2** ("City Wildlife Woods Park Property");

WHEREAS, the District owns property shown and legally described as "Parcel A" on the survey in **Exhibit 3** ("District Bosco Fields Property");

WHEREAS, the District and the City have used portions of each other's properties referenced above pursuant to various agreements between the Parties concerning those properties ("Past Agreements"); and

WHEREAS, the District and the City desire to terminate the Past Agreements and to instead exchange certain properties pursuant to this Agreement without the payment of any monies by either Party to the other. The intention of the Parties is that the properties exchanged pursuant to this Agreement will constitute full and fair consideration.

NOW, THEREFORE, the Parties agree as follows:

1. District Conveyance. The District shall convey to the City (a) a portion of the District High School Property, specifically the portion shown as "Proposed Parcel 1" on the survey in **Exhibit 1** (the "Added Fuerst Park Area Property") and (b) the District Bosco Fields Property by execution and delivery of a warranty deed in substantially the same form and

containing substantially the same terms, reservations, and provisions as the warranty deed attached hereto as **Exhibit 4**.

2. City Conveyance. The City shall convey to the District (a) a portion of the City Civic Center Property, specifically the portion south and southwest of the "proposed property line" shown within the City Civic Center Property on the survey in **Exhibit 1** (the "Added District High School Property") and (b) a portion of the City Wildlife Woods Park Property, specifically the portion shown as "Proposed Parcel 1" on the survey in **Exhibit 2** (the "Added District Middle School Property") by execution and delivery of a warranty deed in substantially the same form and containing substantially the same terms, reservations, and provisions as the warranty deed attached hereto as **Exhibit 5**.

3. Title Work. The Parties have obtained owner's title insurance commitments for this transaction from Amrock Commercial as follows (collectively, the "Title Commitments"):

- (a) District High School Property – commitment no. C000125567-4 dated November 7, 2022, 8:00 AM.
- (b) City Civic Center Property – commitment no. C000125567-5 dated November 7, 2022, 8:00 AM.
- (c) District Middle School Property – commitment no. C000125567-3 dated November 7, 2022, 8:00 AM.
- (d) City Wildlife Woods Park Property – commitment no. C000125567-2 dated November 7, 2022, 8:00 AM.
- (e) District Bosco Fields Property – commitment no. C000125567-1 dated November 7, 2022, 8:00 AM.

The District shall work with Amrock Commercial before Closing to revise (a) the City Civic Center Property title commitment to provide title insurance only for the property portion being conveyed to the District, specifically the Added District High School Property, and (b) the City Wildlife Woods Park Property title commitment to provide title insurance only for the property portion being conveyed to the District, specifically the Added District Middle School Property.

The City shall work with Amrock Commercial before Closing to revise the District High School Property title commitment to provide title insurance only for the property portion being conveyed to the City, specifically the Added City Fuerst Park Area Property and the District Bosco Fields Property.

The Parties shall agree in writing to the title policy amounts for each Title Commitment no later than 90 calendar days after the Effective Date (the "Due Diligence Period"); if the Parties do not agree on the title policy amount for a Title Commitment, then the Parties shall work in good faith to retain an appraiser mutually agreeable to the Parties to determine the value of the applicable property within the Due Diligence Period, and the appraiser's value shall be used as the title policy amount for that Title Commitment. The Parties shall work together in good faith to ensure that the title company providing title insurance policies for this transaction issues title policies in amounts agreed to by the Parties or the amount determined by the appraiser.

The City Civic Center Property title commitment and the City Wildlife Woods Park Property title commitment currently contain title exceptions. During the Due Diligence Period, the District shall have the right to work with Amrock Commercial to remove or revise those title exceptions that the District determines would unreasonably interfere with the District's intended uses of the properties subject to those title commitments. If the District has made an effort to remove or revise those title exceptions within the Due Diligence Period but has not finalized removing or revising those title exceptions within the Due Diligence Period, then the Parties may agree in writing to extend the Due Diligence Period or the District may terminate this Agreement by providing a written termination notice to the City within 10 calendar days of the expiration of the Due Diligence Period; upon such termination, neither Party shall have any further rights or responsibilities under this Agreement, except that each Party shall remain responsible for ½ of any Transaction Costs (as defined below) for services performed before the termination date.

The District High School Property title commitment and the District Bosco Fields Property title commitment currently contain title exceptions. During the Due Diligence Period, the City shall have the right to work with Amrock Commercial to remove or revise those title exceptions that the City determines would unreasonably interfere with the City's intended uses of the properties subject to those title commitments. If the City has made an effort to remove or revise those title exceptions within the Due Diligence Period but has not finalized removing or revising those title exceptions within the Due Diligence Period, then the Parties may agree in writing to extend the Due Diligence Period or the City may terminate this Agreement by providing a written termination notice to the District within 10 calendar days of the expiration of the Due Diligence Period; upon such termination, neither Party shall have any further rights or responsibilities under this Agreement, except that each Party shall remain responsible for ½ of any Transaction Costs (as defined below) for services performed before the termination date.

4. Environmental. The Parties ordered and reviewed Phase I Environmental Site Assessment reports for the Added Fuerst Park Area Property, the Added District High School Property, the Added District Middle School Property, and the District Bosco Fields Property (the "New Properties"), which assessments are dated May 5, 2022 and which were subsequently updated (collectively, the "Environmental Assessments"). The Parties are satisfied with the Environmental Assessments.

If Closing does not occur on or before May 4, 2023, then the Parties will order new Phase I Environmental Site Assessment reports for the properties listed in the preceding paragraph (collectively, the "New Environmental Assessments"). The Parties shall have until the expiration of the Due Diligence Period to receive and review the New Environmental Assessments. If the New Environmental Assessments are not received before the expiration of the Due Diligence Period or any of the New Environmental Assessments indicate environmental contamination or recommend further investigation, then the Parties may agree in writing to extend the Due Diligence Period or either Party may terminate this Agreement by providing a written termination notice to the other Party within 10 calendar days of the expiration of the Due Diligence Period; upon such termination, neither Party shall have any

further rights or responsibilities under this Agreement, except that each Party shall remain responsible for ½ of any Transaction Costs for services performed before the termination date.

5. Surveys. The Parties obtained boundary surveys depicting the properties subject to this transaction, which surveys are attached as **Exhibits 1-3**. Based on the title exceptions in the Title Commitments, the Parties determined to upgrade the boundary surveys in **Exhibits 1-2** to ALTA surveys, which are dated October 4, 2022.

If those ALTA surveys reveal matters other than those depicted on the boundary surveys in **Exhibits 1-2**, then the Parties may agree in writing to extend the Due Diligence Period or either Party may terminate this Agreement by providing a written termination notice to the other Party within 10 calendar days of the expiration of the Due Diligence Period; upon such termination, neither Party shall have any further rights or responsibilities under this Agreement, except that each Party shall remain responsible for ½ of any Transaction Costs for services performed before the termination date.

6. Transaction Costs. The Parties shall each pay ½ of the due diligence costs for this transaction, which include but may not be limited to the (a) title policies issued pursuant to the Title Commitments, (b) Environmental Assessments, (c) New Environmental Assessments if ordered by the Parties pursuant to Section 4 above, (d) the appraiser's fee if an appraiser is used by the Parties pursuant to Section 3 above, (e) Boundary Surveys and ALTA Surveys referenced in Section 5 above, (f) soil borings for properties subject to this transaction; (g) Plante Moran CRESA fees for this transaction, (h) closing fee imposed by the title company facilitating the Closing, and (i) recording of the warranty deeds in **Exhibits 4-5**, the purchaser's statements in **Exhibits 6-7**, and the Termination Agreement in **Exhibit 8** (collectively, all the costs in this Section 6, the "Transaction Costs"). Transaction Costs do not include attorney fees. Transaction Costs shall be paid at Closing, except as otherwise provided in this Agreement.

7. Representations and Warranties.

The City as to the Added District High School Property and the Added District Middle School Property and the District as to the Added Fuerst Park Area Property and the District Bosco Fields Property each represent and warrant to the other Party as follows:

- (a) To the best of its knowledge, there is no pending litigation affecting all or any part of the properties, or its interest therein.
- (b) There are no unrecorded options, rights of first refusal, licenses, rental agreements, leases or other rights of occupancy outstanding in respect of the properties, except those between the City and the District, which the City and the District shall terminate at Closing.
- (c) To the best of its knowledge, there are no uncorrected violations of any building codes and regulations, health codes or zoning ordinances, or county, state or federal laws or regulations, affecting the property or the use or enjoyment thereof.

- (d) Except as may be disclosed in the Title Commitments, the Environmental Assessments, or the surveys conducted pursuant to Section 5 above, to the best of its knowledge there are no underground storage tanks or hazardous or toxic substances existing on, under, above or upon 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 upon the properties.
- (e) There are no real estate broker or agent commissions, fees and other charges involved in or attributable to this transaction and conveyance. Acquiring party shall not be responsible for any such brokerage or agent fees, commissions, or other such charges, and it shall to the extent permitted by law indemnify, defend and hold acquiring Party free and harmless from the claims of any broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) claiming to have represented it, or otherwise to be entitled to compensation, in connection with this Agreement or in connection with the sale of the properties.

8. Prior Agreements.

The City and the District shall sign the termination agreement attached as **Exhibit 8** at Closing, terminating any prior agreements between the District and the City concerning the City Civic Center Property, the City Wildlife Woods Park Property, the District High School Property, the District Middle School Property, and the District Bosco Fields Property (collectively, the "Current Properties").

9. Land Divisions/City Park Master Plan Designation/Zoning.

The Parties acknowledge that a land division of one or more of the Current Properties will be necessary to complete the transaction contemplated by this Agreement. The District and the City will cooperate during the land division process. The Parties acknowledge and agree that this Agreement is conditioned on the land divisions being granted to the satisfaction of each Party, which shall not be unreasonably withheld, before the time of Closing. The Parties acknowledge that such land divisions may not be granted until the expiration of the Due Diligence Period or any extension thereof. If the land division is not approved to such satisfaction before the time of Closing, then either Party may terminate this Agreement and neither Party shall have any liability or responsibility to the other under this Agreement, except that each Party shall remain responsible for 1/2 of any Transaction Costs for services performed before the termination date.

The Parties also acknowledge that the Added District High School Property or the Added District Middle School Property, or parts thereof, may be a required park under the official master plan of the City. The City shall ensure that as of at least 5 days before Closing, no part of the Added District High School Property or the Added District Middle School Property is a required park under the official master plan of the City and the City shall notify the District of any action taken by the City to effectuate that result. If the City fails to meet the obligation in the preceding sentence, then either Party may terminate this Agreement and neither Party

shall have any liability or responsibility to the other under this Agreement, except that each Party shall remain responsible for ½ of any Transaction Costs for services performed before the termination date.

The Parties acknowledge that a zoning confirmation and a zoning approval will be necessary to complete the transaction contemplated by this Agreement. Specifically, the District must receive a confirmation from the City that the Added District Middle School property is entirely within the City of Novi Zoning Ordinance ("Ordinance") R-A zoning district and that the Zoning Ordinance does not preclude public school uses within any portion of that property, subject to compliance with all other applicable provisions of the City Code to which the District is subject by law. Additionally, the Added District High School Property is located within the Ordinance R-4 zoning district, which currently does not permit public school uses without further action from the City. The City must approve the use of the District High School Property for public school uses, through a Zoning Ordinance text amendment, a special land use permit, or other action acceptable to the District. The Parties acknowledge and agree that this Agreement is conditioned on the zoning confirmation and the zoning approval being granted to the satisfaction of the District, which shall not be unreasonably withheld, before the time of Closing. If either is not approved to such satisfaction before the time of Closing, then either Party may terminate this Agreement and neither Party shall have any liability or responsibility to the other under this Agreement, except that each Party shall remain responsible for ½ of any Transaction Costs for services performed before the termination date.

10. Other Terms and Conditions. The following additional terms and conditions apply:

- (a) Legal Descriptions. The District and City shall jointly prepare the final legal descriptions for each property subject to this transaction, including the New Properties. Once the legal descriptions for the New Properties have been finalized and agreed to by the Parties, they shall be included in the deeds in **Exhibits 4 and 5**. Following Closing, the Parties shall reasonably cooperate in executing and recording amendments that are necessary, if any, for purposes of replacing legal descriptions of properties subject to this transaction if they contain mutual mistakes and errors that are discovered at or after the Closing.
- (b) Possession. Possession of the New Properties will be delivered at the Closing. The Warranty Deeds and other documents shall be delivered at the Closing.
- (c) Closing. The Closing shall take place at the office of the District's Superintendent. Subject to other terms in this Agreement, the Closing shall take place on a date and time as is mutually agreeable to the Parties; provided, however, that the Closing shall occur not later than 15 calendar days after the expiration of the Due Diligence Period or any

extension thereof ("Closing"). The Parties agree to the following for the purpose of consummating this transaction:

- (i) Each Party shall deliver to the other evidence satisfactory to establish their authority to enter into and consummate this transaction.
 - (ii) Each Party shall pay for all transfer taxes, fees attributable to any parcel split/combine which may have been assessed, and fees and charges of its own representatives, agents, or contractors, for property conveyed by that Party.
 - (iii) Both Parties shall execute, acknowledge and deliver such other instruments, documents and undertakings (in customary form reasonably acceptable to the District and the City) as shall be reasonably necessary in order to fully consummate this Agreement and to bring into effect its intent and purpose, including any required non-foreign affidavits.
 - (iv) All taxes and assessments that have become a lien upon the land as of the date of Closing (if any) shall be paid by the conveying Party. The acquiring Party shall be responsible for the payment of all property taxes falling due after the date of Closing without regard to lien date. The conveying Party shall pay the cost of all utilities and service charges through and including the date of Closing.
- (d) 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.
- (e) Default. In the event of material default by the City under this Agreement, the District may, at its option, elect to enforce the terms hereof or rescind and terminate this Agreement. In the event of a material default by the District, the City may, at its option, elect to enforce the terms hereof or rescind and terminate this Agreement.
- (f) 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 consent and agree to jurisdiction and venue being in the State of Michigan Circuit Court in Oakland County. In the event any provision of this Agreement or any addendum to this Agreement contains provisions that are contrary to existing law in the State of

Michigan or negate any legal right of a Party under the laws of said state, such provision shall be severed from this Agreement and shall be of no force or effect, but shall not otherwise invalidate the remainder of this Agreement. The Agreement of the Parties in this paragraph shall survive the Closings of this transaction.

- (g) Disclaimer of Warranties. AT CLOSING, EACH PARTY SHALL SIGN A PURCHASER'S STATEMENT. THE PURCHASER'S STATEMENT WILL CONFIRM IN WRITING TO THE OTHER PARTY THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, (A) THE ACQUIRING PARTY HAS INSPECTED THE PARCEL THAT PARTY IS RECEIVING; IS AGREEING TO TAKE THE PARCEL "AS IS" AND IN ITS PRESENT CONDITION; AND THAT THERE ARE NO WRITTEN OR ORAL UNDERSTANDINGS EXCEPT THOSE IN THIS AGREEMENT; AND (B) THE CONVEYING PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND WITH REGARD TO THE PROPERTY THAT PARTY IS TRANSFERRING. THE PURCHASER'S STATEMENT TO BE SIGNED BY THE DISTRICT IS IN EXHIBIT 6 AND THE PURCHASER'S STATEMENT TO BE SIGNED BY THE CITY IS IN EXHIBIT 7.
- (h) Legal document; interpretation. THIS IS A LEGAL AND BINDING DOCUMENT, AND BOTH THE DISTRICT AND THE CITY 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. THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF THIS TRANSACTION.
- (i) All agreements in writing. THE DISTRICT AND THE CITY AGREE THAT THIS AGREEMENT (AND WRITTEN AND SIGNED ADDENDA, IF ANY) CANNOT BE MODIFIED, ALTERED OR OTHERWISE AMENDED WITHOUT A WRITING BEING DULY APPROVED BY AND SIGNED OR INITIALED, AS THE CASE MAY BE, BY BOTH DISTRICT AND THE CITY.
- (j) 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 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, (B) THE DATE WHEN RECEIVED, OR (C) ONE (1) DAY AFTER MAILING IF MAILED IN THE STATE OF MICHIGAN. THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF THIS TRANSACTION.

- (k) 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.
- (l) Entire agreement. THE DISTRICT AND THE CITY AGREE THAT THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THEM REGARDING THE TRANSACTION DESCRIBED HEREIN AND THAT THERE ARE NO AGREEMENTS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS THAT HAVE BEEN RELIED UPON BY THEM THAT ARE NOT STATED IN THIS AGREEMENT.
- (m) Counterparts. The Agreement may be executed in any number of counterparts, none of which need be executed by all the parties hereto, each of which shall be deemed an original, and all of which when taken together shall constitute one in the same instrument. Each Exhibit attached hereto shall be a part of this Agreement, as if the content thereof was fully set forth in the body of the Agreement.
- (n) City First Right of Refusal. If the District determines to sell the Added District High School Property, the Added District Middle School Property, or any part of those properties after Closing (the property to be sold, the "District Transfer Property"), the City shall have a right of first refusal to purchase the District Transfer Property for its then fair market value. If the District determines to sell the District Transfer Property, the District shall provide the City with written notice. The City shall have thirty (30) days after receipt of that written notice to notify the District in writing if it desires to purchase the District Transfer Property for its then fair market value. If so, the Parties will negotiate in good faith to determine the fair market value of the District Transfer Property for a period of ten (10) days following the District's receipt of such notice. If the Parties are

unable to reach an agreement as to the fair market value within such ten (10) day period, the District, at its expense, shall obtain an appraisal from a qualified appraiser (for purposes of this paragraph only, the "District Appraisal") within thirty (30) days of the expiration of such ten (10) day period. If the City disagrees with the District Appraisal, the City shall, at its expense, obtain an appraisal from a qualified appraiser (for purposes of this paragraph only, the "City Appraisal") within thirty (30) days from its receipt of the District Appraisal. If the Parties still fail to agree upon the fair market value of the District Transfer Property, within ten (10) days from the date of the City Appraisal, the Parties agree to jointly hire a third appraiser who will determine the final fair market value of the District Transfer Property. Each Party shall pay one-half (1/2) of the cost of the third appraisal. Upon final determination of the fair market value of the District Transfer Property (either by Party agreement or by the third appraiser), the Parties shall negotiate in good faith a purchase agreement for the sale of the District Transfer Property to the City. If after ninety (90) days following the final determination of fair market value the Parties do not sign a final purchase agreement for the District Transfer Property following such good faith negotiations, then the District may sell the District Transfer Property to a third-party. This right of first refusal shall be included in the deed conveying the District Added Middle School Property and the Added High School Property to the District. This paragraph shall survive Closing.

- (o) District First Right of Refusal. If the City determines to sell the Added Fuerst Park Area Property, District Bosco Fields Property, or any part of those properties after Closing (the property to be sold, the "City Transfer Property"), the District shall have a right of first refusal to purchase the City Transfer Property for its then fair market value. If the City determines to sell the City Transfer Property, the City shall provide the District with written notice. The District shall have thirty (30) days after receipt of that written notice to notify the City in writing if it desires to purchase the City Transfer Property for its then fair market value. If so, the Parties will negotiate in good faith to determine the fair market value of the City Transfer Property for a period of ten (10) days following the City's receipt of such notice. If the Parties are unable to reach an agreement as to the fair market value within such ten (10) day period, the City, at its expense, shall obtain an appraisal from a qualified appraiser (for purposes of this paragraph only, the "City Appraisal") within thirty (30) days of the expiration of such ten (10) day period. If the District disagrees with the City Appraisal, the District shall, at its expense, obtain an appraisal from a qualified appraiser (for purposes of this paragraph only, the "District Appraisal") within thirty (30) days from its receipt of the City Appraisal. If the Parties still fail to agree upon the fair market value of the City Transfer Property, within ten (10) days from the date of the District Appraisal, the Parties agree to jointly hire a third

appraiser who will determine the final fair market value of the City Transfer Property. Each Party shall pay one-half (1/2) of the cost of the third appraisal. Upon final determination of the fair market value of the City Transfer Property (either by Party agreement or by the third appraiser), the Parties shall negotiate in good faith a purchase agreement for the sale of the City Transfer Property to the District. If after ninety (90) days following the final determination of fair market value the Parties do not sign a final purchase agreement for the City Transfer Property following such good faith negotiations, then the City may sell the City Transfer Property to a third-party. This right of first refusal shall be included in the deed conveying the Added Fuerst Park Area Property and the District Bosco Fields Property to the City. This paragraph shall survive Closing.

- (p) Tree Ordinances. In using the District Added High School Property and the District Added Middle School Property, the District shall comply with any applicable City tree ordinances, to the extent that the District is legally required to comply with such ordinances. This paragraph shall survive Closing.
- (q) Personal Property. For 180 days after Closing, the District shall have the right to enter the District Bosco Fields Property during reasonable times to retrieve District personal property from storage facilities located on the District Bosco Fields property. This paragraph shall survive Closing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers.

CITY OF NOVI

By: Robert Gatt
Its: Mayor
Date: _____, 2023

By: Cortney Hanson
Its: City Clerk
Date: _____, 2023

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by Robert Gatt, Mayor, and Cortney Hanson, Clerk, on behalf of the City of Novi, on the ____ day of _____, 2023.

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

[Signatures Continued on Next Page]

NOVI COMMUNITY SCHOOL DISTRICT,
acting by and through its Board of Education

By: Ben Mainka

Its: Superintendent

Date: _____, 2023

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by Ben Mainka, the Superintendent for Novi Community School District, on the ____ day of _____, 2023.

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

EXHIBIT 1

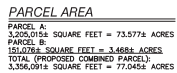
District High School Property and City High School Property Survey

EXHIBIT 2

District Middle School Property and City Middle School Property Survey

EXHIBIT 3

Bosco Fields Property Survey

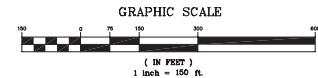


SOUTH 00°42'15" EAST, BEING THE EAST LINE OF SECTION 20 AND CENTERLINE OF BECK ROAD, AS DESCRIBED.

ONLY THOSE EXCEPTIONS CONTAINED WITHIN THE INFORMATIONAL TITLE REPORT BY AMROCK, LLC ORDER No. C000125567-1, DATED FEBRUARY 23, 2022, AND RELISTED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER RECORDS RESEARCH WAS PERFORMED BY THE CERTIFYING SURVEYOR.

10. EASEMENT GRANTED TO THE CITY OF NEW RECORD DECEMBERED 5, 1977 IN LBR 7082, PAGE 490. (AS SHOWN)
 11. EASEMENT GRANTED TO THE CITY OF NEW RECORD DECEMBERED 5, 1977 IN LBR 7082, PAGE 506. (AS SHOWN)
 12. EASEMENT GRANTED TO THE CITY OF NEW RECORD DECEMBERED 5, 1977 IN LBR 7082, PAGE 507. (AS SHOWN)
13. TERMS AND CONDITIONS CONTAINED IN RESTRICTION AND USE AGREEMENT RECORDED FEBRUARY 14, 2001 IN LBR 7334, PAGE 2B. (SEE DOCUMENT FOR TERMS AND CONDITIONS)
14. STORM WATER DRAINAGE EASEMENT RECORDED FEBRUARY 14, 2001 IN LBR 7334, PAGE 30. (DRENDELIT AREA IS AS SHOWN; ALSO, SEE "STORM WATER DRAINAGE EASEMENT" MAPS DATED 12-22-2000-021 & 12-22-2000-022 A NON-EXCLUSIVE PERPETUAL EASEMENT IN, TO, OVER AND UNDER THE LAND DESCRIBED HEREIN FOR THE PURPOSE OF THE MAXIMUM POSSIBLE FLOW OF STORM WATER FROM THE ABOVE TWO PARCELS AND THE ADJACENT AREAS THEREOF, INCLUDING ANY AND ALL STRUCTURES OR CONSTRUCTION THEREON FROM TIME TO TIME, THROUGH, OVER AND ACROSS THE TWO PARCELS AND INTO THE DETENTION POND.)
15. DEE ELECTRIC COMPANY UNDERGROUND EASEMENT (RIGHT OF WAY), DEE ELECTRIC COMPANY, DEER CREEK, MISSOURI, RECORDED JULY 24, 2017 IN LBR 50892, PAGE 45. (AS SHOWN)

| | |
|--|---------------------------------|
| | FOUND MONUMENT (AS NOTED) |
| | FOUND SECTION CORNER (AS NOTED) |
| | RECORD AND MEASURED DIMENSION |
| | MEASURED DIMENSION |
| | WETLAND FLAG |
| | PLATTED BOUNDARY LINE |
| | PLATTED LOT LINE |
| | ADJAINER PARCEL LINE |
| | SECTION LINE |
| | EASEMENT (AS NOTED) |
| | RIGHT-OF-WAY |
| | BUILDING |
| | CONCRETE CURB |
| | EDGE OF CONCRETE (CONC.) |
| | EDGE OF ASPHALT (ASPH.) |
| | EDGE OF GRAVEL |
| | FENCE (AS NOTED) |
| | WALL (AS NOTED) |
| | EDGE OF WATER (AS NOTED) |
| | WETLAND LIMITS |
| | BUILDING HATCH |
| | ASPHALT HATCH |
| | CONCRETE HATCH |



LAND SITUATED IN THE CITY OF NOM, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS:

[illegible]

PARCEL B (PER TAX DESCRIPTION):
TIN, RBE, SEC 20 PART OF NE 1/4 BEG AT PT DIST S 00-42-51 E 494.05
FT FROM NE SEC COR, TH S 00-42-51 E 322.80 FT, TH S 89-17-10 W
468.04 FT, TH N 00-42-51 W 322.80 FT, TH N 89-17-09 E 468.04 FT TO
BEG.

[illegible]

A CURRENT TITLE POLICY HAS NOT BEEN FURNISHED FOR PARCEL B AT TIME OF SURVEY, THEREFORE EASEMENTS AND/OR ENCUMBRANCES AFFECTING PARCEL B MAY NOT BE SHOWN.

I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND HEREIN DESCRIBED AND THAT THIS MAP REPRESENTS THE RESULTS OF THE SURVEY.

DRAFT

ANTHONY T. SYCKO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976
22556 GRATIOT AVE., EASTPONTE, MI 48021
313-486-4966

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(888) 894-0001 |
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BOUNDARY SURVEY
PREPARED FOR: CITY OF NOVI/COMMUNITY SCHOOLS
CHECK RD. & W. 11 MILE RD. - "BOSCO FIELDS", NOVI, MICHIGAN,
PART OF SECTION 20,
TOWN 1 NORTH, RANGE 8 EAST

[illegible]

EXHIBIT 4

WARRANTY DEED

Novi Community School District, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 25345 Taft Road, Novi, Michigan 48374 ("Grantor") conveys and warrants to the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan, 48375 ("Grantee"), property legally described as follows:

[Insert Legal Description]

(the "Property"), which is Parcel No. [Insert], including all tenements, hereditaments, appurtenances, and improvements thereunto belonging or in any way appertaining for the sum of one dollar (\$1.00) and other good and valuable consideration.

This conveyance is subject to:

1. Building and zoning laws, ordinances, and regulations;
2. Rights of the public and any governmental authority in any part of the land taken, deeded, or used as a street, road, or highway;
3. recorded and existing building and use restrictions, or other restrictions relating to the use or improvement of the Property;
4. all other rights, restrictions, reservations, easements, and other matters of record disclosed in the Commitment for Title Insurance issued by _____, Commitment No. _____, dated _____ at _____ a.m./p.m.

The Grantor grants to the Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq.*, as amended.

First Right of Refusal. If the Grantee determines to sell the Property or any part of the Property (the property to be sold, the "City Transfer Property"), the Grantor shall have a right of first refusal to purchase the City Transfer Property for its then fair market value. If the Grantee determines to sell the City Transfer Property, the Grantee shall provide the Grantor with written notice. The Grantor shall have thirty (30) days after receipt of that written notice to notify the Grantee in writing if it desires to purchase the City Transfer

Property for its then fair market value. If so, the parties will negotiate in good faith to determine the fair market value of the City Transfer Property for a period of ten (10) days following the Grantee's receipt of such notice. If the parties are unable to reach an agreement as to the fair market value within such ten (10) day period, the Grantee, at its expense, shall obtain an appraisal from a qualified appraiser (the "City Appraisal") within thirty (30) days of the expiration of such ten (10) day period. If the Grantor disagrees with the City Appraisal, the Grantor shall, at its expense, obtain an appraisal from a qualified appraiser (the "District Appraisal") within thirty (30) days from its receipt of the City Appraisal. If the parties still fail to agree upon the fair market value of the City Transfer Property, within ten (10) days from the date of the District Appraisal, the parties agree to jointly hire a third appraiser who will determine the final fair market value of the City Transfer Property. Each party shall pay one-half (1/2) of the cost of the third appraisal. Upon final determination of the fair market value of the City Transfer Property (either by party agreement or by the third appraiser), the parties shall negotiate in good faith a purchase agreement for the sale of the City Transfer Property to the Grantor. If after ninety (90) days following the final determination of fair market value the parties do not sign a final purchase agreement for the City Transfer Property following such good faith negotiations, then the Grantee may sell the City Transfer Property to a third-party. This transaction is exempt from real estate transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

[Signature on Next Page]

GRANTOR:

**NOVI COMMUNITY SCHOOL DISTRICT,
a Michigan general powers school district**

Dated: _____, 2023

By: **(For Execution at Closing)**
Ben Mainka

Its: Superintendent

Acknowledged before me in _____ County, Michigan, this ____ day of _____, 2023 by Ben Mainka, Superintendent, Novi Community School District, a Michigan general powers school district.

_____(signature)
_____(printed)
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of: _____

| When Recorded Return To: | Send Subsequent Tax Bills To: | Prepared By (Without Opinion): |
|---------------------------------|--------------------------------------|---|
| Grantee | Grantee | Piotr M. Matusiak, Esq.
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, MI 48826-2575 |

EXHIBIT 5

WARRANTY DEED

The City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan, 48375 ("Grantor") conveys and warrants to Novi Community School District, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 25345 Taft Road, Novi, Michigan 48374 ("Grantee"), property legally described as follows:

[Insert Legal Description]

(the "Property"), which is Parcel No. [Insert], including all tenements, hereditaments, appurtenances, and improvements thereunto belonging or in any way appertaining for the sum of one dollar (\$1.00) and other good and valuable consideration.

This conveyance is subject to:

1. Building and zoning laws, ordinances, and regulations;
2. Rights of the public and any governmental authority in any part of the land taken, deeded, or used as a street, road, or highway;
3. recorded and existing building and use restrictions, or other restrictions relating to the use or improvement of the Property;
4. all other rights, restrictions, reservations, easements, and other matters of record disclosed in the Commitment for Title Insurance issued by _____, Commitment No. _____, dated _____ at _____ a.m./p.m.

The Grantor grants to the Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. The Property may be located within the vicinity of farmland or a farm operation.

Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq.*, as amended.

First Right of Refusal. If the Grantee determines to sell the Property or any part of the Property (the property to be sold, the "District Transfer Property"), the Grantor shall have a right of first refusal to purchase the District Transfer Property for its then fair market value. If the Grantee determines to sell the District Transfer Property, the Grantee shall provide the Grantor with written notice. The Grantor shall have thirty (30)

days after receipt of that written notice to notify the Grantee in writing if it desires to purchase the District Transfer Property for its then fair market value. If so, the parties will negotiate in good faith to determine the fair market value of the District Transfer Property for a period of ten (10) days following the Grantee's receipt of such notice. If the parties are unable to reach an agreement as to the fair market value within such ten (10) day period, the Grantee, at its expense, shall obtain an appraisal from a qualified appraiser (the "District Appraisal") within thirty (30) days of the expiration of such ten (10) day period. If the Grantor disagrees with the District Appraisal, the Grantor shall, at its expense, obtain an appraisal from a qualified appraiser (the "City Appraisal") within thirty (30) days from its receipt of the District Appraisal. If the parties still fail to agree upon the fair market value of the District Transfer Property, within ten (10) days from the date of the City Appraisal, the parties agree to jointly hire a third appraiser who will determine the final fair market value of the District Transfer Property. Each party shall pay one-half (1/2) of the cost of the third appraisal. Upon final determination of the fair market value of the District Transfer Property (either by party agreement or by the third appraiser), the parties shall negotiate in good faith a purchase agreement for the sale of the District Transfer Property to the Grantor. If after ninety (90) days following the final determination of fair market value the parties do not sign a final purchase agreement for the District Transfer Property following such good faith negotiations, then the Grantee may sell the District Transfer Property to a third-party.

This transaction is exempt from real estate transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

[Signature on Next Page]

GRANTOR:

**CITY OF NOVI,
a Michigan municipal corporation**

Dated: _____, 2023

By: **(For Execution at Closing)**
[Printed Name]

Its: _____

Acknowledged before me in _____ County, Michigan, this _____ day of _____, 2023 by _____, _____, City of Novi, a Michigan municipal corporation.

_____(signature)
_____(printed)
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of: _____

| When Recorded Return To: | Send Subsequent Tax Bills To: | Prepared By (Without Opinion): |
|--------------------------|-------------------------------|---|
| Grantee | Grantee | Piotr M. Matusiak, Esq.
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, MI 48826-2575 |

EXHIBIT 6

PURCHASER'S STATEMENT

Novi Community School District, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 25345 Taft Road, Novi, Michigan 48374 ("Purchaser") is purchasing from the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan, 48375 (the "Seller"), the following described premises situated in the City of Novi, Oakland County, Michigan:

[Insert Legal Description]

Tax Identification No. _____ (the "Property").

Subject to any terms to the contrary in the Property Exchange Agreement between the Purchaser and Seller dated _____, 2023, the Purchaser confirms, acknowledges, and agrees that:

(1) It has inspected the Property and agrees to take the Property "as is" with all personal property and debris and in its present condition.

(2) There are no other or additional written or oral understandings and that the Seller disclaims any and all warranties of any kind with regards to the Property.

The provisions stated above shall survive closing.

[Signature on the Following Page]

PURCHASER:

**NOVI COMMUNITY SCHOOL DISTRICT, a
Michigan general powers school district**

Signature: **(For Execution at Closing)**

Printed Name: Ben Mainka

Its: Superintendent

Dated: _____, 2023

The foregoing was acknowledged before me in _____, County, Michigan,
this ____ day of _____, 2023, by Ben Mainka, Superintendent, Novi Community
School District, a Michigan general powers school district.

_____(signature)

_____(printed)

Notary Public, _____County, Michigan

My Commission Expires: _____

Acting in the County of: _____

**Prepared by and after
recording return to:**

Piotr M. Matusiak, Esq.

Thrun Law Firm, P.C.

P.O. Box 2575

East Lansing, Michigan 48826-2575

EXHIBIT 7

PURCHASER'S STATEMENT

The City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan, 48375 (the "Purchaser") is purchasing from Novi Community School District, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 25345 Taft Road, Novi, Michigan 48374 ("Seller"), the following described premises situated in the City of Novi, Oakland County, Michigan:

[Insert Legal Description]

Tax Parcel Identification No. _____ (the "Property").

Subject to any terms to the contrary in the Property Exchange Agreement between the Purchaser and Seller dated _____, 2023, the Purchaser confirms, acknowledges, and agrees that:

- (1) It has inspected the Property and agrees to take the Property "as is" with all personal property and debris and in its present condition.
- (2) There are no other or additional written or oral understandings and that the Seller disclaims any and all warranties of any kind with regards to the Property.

The provisions stated above shall survive closing.

[Signature on the Following Page]

**CITY OF NOVI,
a Michigan municipal corporation**

Dated: _____, 2023

By: **(For Execution at Closing)**
[Printed Name]

Its: _____

Acknowledged before me in _____ County, Michigan, this _____ day of _____, 2023 by _____, _____, City of Novi, a Michigan municipal corporation.

_____(signature)
_____(printed)
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of: _____

Prepared by and after recording return to:

Piotr M. Matusiak, Esq.,
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575

EXHIBIT 8

TERMINATION AGREEMENT

This Termination Agreement is entered into by and between Novi Community School District, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 25345 Taft Road, Novi, Michigan 48374 ("District") and the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan, 48375 ("City").

WHEREAS, the District owns Property assigned Tax Parcel No. 22-27-100-007 and legally described in Attachment A hereto;

WHEREAS, the City owns property assigned Tax Parcel No. 22-27-100-005 and legally described in Attachment A hereto;

WHEREAS, the District owns Property assigned Tax Parcel No. 22-17-300-017 and legally described in Attachment A hereto;

WHEREAS, the City owns Property assigned Tax Parcel No. 22-17-300-016 and legally described in Attachment A hereto;

WHEREAS, the District owns Property assigned Tax Parcel No. 20-20-200-011 and legally described in Attachment A hereto (the property referenced in this whereas clause and all the preceding whereas clauses, collectively, the "Properties");

WHEREAS, the District and the City have entered into various agreements with each other concerning the Properties, which agreements were entered into before [Insert Closing Date] (the "Prior Agreements");

WHEREAS, the District and the City have entered into a Property Exchange Agreement dated [Insert Date] and have exchanged properties pursuant to that agreement (the "Property Exchange"); and

WHEREAS, given the Property Exchange, the Parties have determined that it is no longer necessary to maintain the Prior Agreements.

NOW THEREFORE, for the consideration of \$1.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both the District and the City, the parties agree as follows:

1. Termination. The District and the City hereby terminate the Prior Agreements in their entirety effective immediately and neither the District nor the City shall have any further rights or obligations pursuant to those Prior Agreements.

2. Counterparts. This Termination Agreement may be executed in several counterparts, each of which may be deemed as original, and all of such counterparts together shall constitute one and the same Termination Agreement. Facsimile signatures shall be binding.
3. Governing Terms. In the event of any inconsistency between the terms of this Termination Agreement and the Prior Agreements, this Termination Agreement shall govern.
4. Governing Law. This Termination Agreement shall be construed, interpreted, and enforced under the laws of the State of Michigan.
6. No Construction Against Drafting Party. This Termination Agreement shall not be more strictly construed against, nor shall any ambiguities within this Termination Agreement be resolved against, a Party because that Party's participation in the drafting of this Termination Agreement.
7. Entire Agreement. This Termination Agreement constitutes the entire agreement between the District and the City. None of the terms of this Termination Agreement may be modified or amended in any way except by an instrument in writing executed by an authorized representative of the District and the City.

**NOVI COMMUNITY SCHOOL DISTRICT, a
Michigan general powers school district**

Signature: **(For Execution at Closing)**

Printed Name: Ben Mainka

Its: Superintendent

Dated: _____, 2023

CITY OF NOVI, a Michigan municipal corporation

Dated: _____, 2023

By: **(For Execution at Closing)**
[Printed Name]

Its: _____

Prepared by and after recording return to:

Piotr M. Matusiak, Esq.,
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575

Attachment A to Termination Agreement

Property Legal Descriptions



CITY OF NOVI CITY COUNCIL
APRIL 3, 2023

SUBJECT: Approval of claims and warrants – Warrant 1129

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, #1129 comes before city council for approval.

RECOMMENDED ACTION: Approval of claims and warrants – Warrant 1129

CITY OF NOVI
Warrant 1129
Monday, April 3, 2023

| Check | Vendor Name | Description | Amount |
|--------|------------------------------------|--|-----------|
| 181311 | SPALDING DE DECKER | PROFESSIONAL SERVICES | 25,095.91 |
| 181312 | 4 IMPRINT INC | SUPPLIES - KOOZIES, STRESS BALL, ETC. (POLICE) | 4,296.24 |
| 181313 | A AND R PLUMBING LLC | BUILDING MAINTENANCE (FACILITIES, POLICE) | 1,003.50 |
| 181314 | ACCUFORM PRINTING & GRAPHICS INC | OPERATING SUPPLIES - ENGAGE (COMM REL) | 46,849.40 |
| 181315 | ACE CUTTING EQUIPMENT INC | OPERATING SUPPLIES | 269.56 |
| 181316 | AECOM GREAT LAKES, INC | BOARDWALK INSPECT, TRAFFIC REV (STREETS, ESCROW) | 25,148.37 |
| 181317 | AIRGAS USA, LLC | OPERATING SUPPLIES | 504.93 |
| 181318 | AMAZON | LIBRARY BOOKS | 1,395.59 |
| 181319 | AMERICAN LIBRARY ASSOCIATION | COMMUNITY PROMOTION | 151.25 |
| 181320 | ANAGO OF METRO DETROIT | BUILDING MAINTENANCE | 420.00 |
| 181321 | APOLLO FIRE APPARATUS SALES AND | VEHICLE MAINTENANCE (FIRE) | 1,271.92 |
| 181322 | ARAMARK REFRESHMENT SERVICES | OPERATING SUPPLIES | 560.01 |
| 181323 | ASCENSION MICHIGAN EMPLOYER | MEDICAL SERVICE | 232.00 |
| 181324 | B & B LANDSCAPING | CONTRACTUAL SERV (TREE, FACILITIES, PARKS, POLICE) | 9,157.85 |
| 181325 | BAKER & TAYLOR, LLC | ELECTRONIC MEDIA (LIBRARY) | 1,221.64 |
| 181326 | BAKER LEGAL GROUP PLLC | PROSECUTOR FEES 3/2023 (POLICE) | 8,137.43 |
| 181327 | BALDRIDGE, TREND | CHORALAIRES (PARKS & REC) | 1,350.00 |
| 181328 | BANK'S VACUUM | CUSTODIAL SUPPLIES | 39.98 |
| 181329 | BECKETT & RAEDER INC. | MASTER PLAN - LAND & THOROUGHFARE (PLANNING) | 5,947.50 |
| 181330 | BELLE TIRE | VEHICLE MAINTENANCE (DPW) | 1,014.95 |
| 181331 | BENITO'S CAFE | WATER LINE MAINTENANCE | 813.96 |
| 181332 | BEYER, TODD A. | TENNIS (PARKS & REC) | 3,225.60 |
| 181333 | BHOLA, MONISH | WATER REFUND 41067 CLERMONT AVE | 484.00 |
| 181334 | BIDDLE CONSULTING GROUP, INC. | EMERGENCY COMM SERVICE LICENSE (POLICE) | 3,995.00 |
| 181335 | BLACKWELL FORD INC | VEHICLE MAINTENANCE | 50.74 |
| 181336 | BLOOM TRANSFORMATION CENTER | LIBRARY PROGRAMMING | 450.00 |
| 181337 | BLUE CROSS BLUE SHIELD OF MICHIGAN | EMPLOYEE HEALTHCARE INSURANCE | 57,497.45 |
| 181338 | BOCO ENTERPRISES INC | STATE OF THE CITY (COMM REL) | 12,715.26 |
| 181339 | BOUND TREE MEDICAL LLC | SUPPLIES (FIRE) | 2,214.46 |
| 181340 | BRIEN'S SERVICES INC | GROUPS MAINTENANCE (LIBRARY) | 2,400.00 |
| 181341 | BRODART CO. | LIBRARY PROGRAMMING | 6,151.76 |
| 181342 | BSN SPORTS INC. | YOUTH SOCCER LEAGUE | 192.83 |
| 181343 | CARDENAS, VICTOR | CONFERENCE | 117.00 |
| 181344 | CARPET WORKROOM INC, THE | BUILDING MAINTENANCE | 395.00 |
| 181345 | CARRIER & GABLE INC | TRAFFIC CONTROL SIGN REPLACEMENT (MAJOR ST) | 1,135.00 |
| 181346 | CBTS LLC | ELECTION SUPPLIES | 697.27 |
| 181347 | CDW GOVERNMENT LLC | INTERNAL TECHNOLOGY - CITYWIDE (IT) | 1,194.00 |
| 181348 | CENTER POINT LARGE PRINT | LIBRARY BOOKS | 105.18 |
| 181349 | CINTAS CORP | SUPPLIES UNIFORMS | 638.08 |
| 181350 | CONSERVA ELECTRIC SUPPLY, INC. | OPERATING SUPPLIES | 318.20 |
| 181351 | CORRIGAN RECORD STORAGE LLC | RECORDS STORAGE - CITYWIDE (CLERK) | 2,193.47 |
| 181352 | COSTAR REALTY INFORMATION INC | INTERNAL TECHNOLOGY (CM, ASSESSING, ECON DEV) | 1,724.40 |
| 181353 | CRANDALL-WORTHINGTON INC | CUSTODIAL SUPPLIES | 508.72 |
| 181354 | CREATIVE NATURE ART & DESIGN LLC | LIBRARY PROGRAMMING | 300.00 |
| 181355 | CSM MECHANICAL, LLC | CONSTRUCTION: GARFIELD SANITARY SEWER (W&S) | 65,692.48 |
| 181356 | CUTMYTREEDOWN.COM | FORESTRY MAINTENANCE (TREE FUND) | 28,832.50 |
| 181357 | DELL MARKETING L.P. | INTERNAL TECHNOLOGY (POLICE, COMMDEV, IT, DPW) | 1,811.54 |
| 181358 | DENNIS' MOBILE HOME SERVICE AND | HCD (COMM DEV BLOCK GRANT) | 825.00 |
| 181359 | DETROIT SALT COMPANY LLC | WINTER MAINTENANCE (MAJOR STREETS) | 25,431.78 |
| 181360 | DRL BUILDING CO. LLC | BUILDING MAINTENANCE | 275.00 |
| 181361 | DRN & ASSOCIATES, ARCHITECTS, PC | PROFESSIONAL SERVICES | 600.00 |
| 181362 | DTE ENERGY | ELECTRICITY | 18.01 |
| 181363 | DUCZYMINSKI, PHILIP | TUITION REIMBURSEMENT | 680.85 |
| 181364 | EJ USA, INC. | WATER LINE MAINTENANCE | 146.75 |
| 181365 | ELLSWORTH INDUSTRIES INC. | DEBRIS REMOVAL (DRAIN, STREETS, W&S) | 8,533.00 |
| 181366 | ENGRAVING CONNECTION | EMPLOYEE RECOGNITION | 18.00 |
| 181367 | ERICKSON, CHELSEA | DANCE PROGRAMS (PARKS & REC) | 1,455.00 |
| 181368 | FELDMAN CHEVROLET OF NOVI | VEHICLE MAINTENANCE | 283.82 |

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| 181369 | FERGUSON WATERWORKS #3386 | WATER METERS (WATER & SEWER] | 9,600.00 |
| 181370 | FLINT NEW HOLLAND INC. | EQUIPMENT MAINTENANCE | 730.69 |
| 181371 | FONSON COMPANY INC. | CONST: LAKESHORE PARK TUNNEL (CIP, DRAIN) | 218,609.37 |
| 181372 | GARBER, DEAN | YOUTH BASKETBALL | 455.00 |
| 181373 | GARY'S CATERING INC | SUPPLIES | 423.75 |
| 181374 | GRAINGER INC, W W | SEWER LINE MAINTENANCE | 293.24 |
| 181375 | GRAY, SCOTT | YOUTH VOLLEYBALL | 245.00 |
| 181376 | GREAT LAKES ACE | OPERATING SUPPLIES | 45.98 |
| 181377 | GREAT LAKES POWER & LIGHTING INC. | BUILDING MAINT (P&F, LIBRARY, DPW, FACILITIES] | 10,799.68 |
| 181378 | GREAT LAKES WATER AUTHORITY | IWC CHARGES 2/2023 (WATER & SEWER) | 18,057.52 |
| 181379 | GREENWAY COLLABORATIVE INC., THE | NON-MOTORIZED MASTER PLAN 2023 (PLANNING) | 28,732.00 |
| 181380 | GUARDIAN ALARM | BUILDING MAINTENANCE | 100.32 |
| 181381 | HADLEY'S TOWING LLC | VEHICLE MAINTENANCE | 775.00 |
| 181382 | HALLORAN, GRACE | YOUTH BASKETBALL | 175.00 |
| 181383 | HALLORAN, KEVIN | YOUTH BASKETBALL | 280.00 |
| 181384 | HANEY, RYAN | PER DIEM RECRUITING EVENT AT NMU | 98.00 |
| 181385 | HEALTH ALLIANCE PLAN | EMPLOYEE HEALTHCARE INSURANCE | 13,869.38 |
| 181386 | HOME DEPOT | GROUPS MAINTENANCE | 36.76 |
| 181387 | HOME DEPOT CREDIT SERVICES | OPERATING SUPPLIES - CITYWIDE | 2,648.90 |
| 181388 | HOWELL GUN CLUB | MEMBERSHIPS | 75.00 |
| 181389 | HURT, ANTHONY | YOUTH BASKETBALL | 210.00 |
| 181390 | ICS INTEGRATION SERVICES LLC | ANNUAL SCADA MAINTENANCE CONTRACT (W&S | 3,500.00 |
| 181391 | IMPERIAL DADE | BUILDING MAINTENANCE | 675.04 |
| 181392 | INTRADO LIFE & SAFETY, INC | TELEPHONE MAINTENANCE | 400.00 |
| 181393 | ISCG, INC. | OPERATING SUPPLIES (FACILITIES, P&R) | 1,702.77 |
| 181394 | JAPAN BUSINESS SOCIETY OF DETROIT | MEMBERSHIP | 60.00 |
| 181395 | JOHNSON, ANTHONY W. | YOUTH BASKETBALL | 490.00 |
| 181396 | KAPNICK & COMPANY, INC | PROPERTY AND LIABILITY | 196.00 |
| 181397 | KID CREATE STUDIO | ART PROGRAMS | 270.00 |
| 181398 | KIMBALL MIDWEST | OPERATING SUPPLIES | 890.53 |
| 181399 | KIMBERLIN, DANIEL | YOUTH BASKETBALL | 210.00 |
| 181400 | LEISURE UNLIMITED LLC | SPORTS CAMPS | 576.00 |
| 181401 | LEPOFSKY, BARRY J. | YOUTH BASKETBALL | 700.00 |
| 181402 | LIBRARY DESIGN ASSOCIATES, INC. | SUPPLIES | 280.00 |
| 181403 | LIBRARY NETWORK, THE | ELECTRONIC RESOURCES (LIBRARY) | 2,374.15 |
| 181404 | LIMB WALKERS TREE & SNOW | FORESTRY MAINTENANCE (TREE FUND) | 20,300.00 |
| 181405 | LOOMIS | ARMORED CAR SERVICES | 827.94 |
| 181406 | LOSACCO, STEVE | REIMBURSEMENT | 45.00 |
| 181407 | LUNGHAMER FORD OF OWOSSO LLC | (2) 2023 FORD F-350 SRW REG CAB (WATER & SEWER] | 100,076.00 |
| 181408 | M-2 AUTO PARTS, INC. | VEHICLE MAINTENANCE | 741.56 |
| 181409 | MANNIK & SMITH GROUP INC, THE | PROFESSIONAL SERVICES (ESCROW) | 1,575.00 |
| 181410 | MARCO TECHNOLOGIES, LLC | OFFICE SUPPLIES | 173.63 |
| 181411 | MCKENNA ASSOCIATES INC | HCD (COMM DEV BLOCK GRANT) | 2,612.50 |
| 181412 | MCQUAID, JAMES | HISTORICAL COMMISSION | 100.00 |
| 181413 | METRO CONTROLS INC | CONFERENCE | 271.00 |
| 181414 | MICHIGAN AMMO CO INC | SUPPLIES AMMUNITION (POLICE) | 6,375.00 |
| 181415 | MICHIGAN CAT | EQUIPMENT MAINTENANCE (DPW) | 6,672.82 |
| 181416 | MICHIGAN LINEN SERVICE, INC. | CONTRACTUAL SERVICES | 316.00 |
| 181417 | MICHIGAN PETROLEUM TECHNOLOGIES | GASOLINE AND OIL | 183.75 |
| 181418 | MICHIGAN.COM | PRINTING AND PUBLISHING - LEGAL NOTICES (CLERK) | 1,434.50 |
| 181419 | MIDWEST TAPE, LLC | AUDIO VISUAL MATERIALS (LIBRARY) | 13,332.41 |
| 181420 | MUNICIPAL WEB SERVICES, INC | WEB PAGE MAINTENANCE (COMM REL) | 7,327.00 |
| 181421 | NEU STAR INC | INTERNAL TECHNOLOGY | 400.00 |
| 181422 | NICE, KIM | REIMBURSEMENT | 95.19 |
| 181423 | NORTHERN MICHIGAN UNIVERSITY | RECRUITMENT | 50.00 |
| 181424 | NORTHWESTERN MICHIGAN COLLEGE | LIBRARY BOOKS LENDING | 11.00 |
| 181425 | NOVI CHAMBER OF COMMERCE | MEMBERSHIP | 792.00 |
| 181426 | NOVI COMMUNITY SCHOOLS | YOUTH BASKETBALL (PARKS & REC) | 1,716.38 |
| 181427 | NOVI COMMUNITY SCHOOLS | COMMUNITY PROMOTION | 25.00 |
| 181428 | O'REILLY AUTO PARTS | OPERATING SUPPLIES | 496.87 |
| 181429 | OAKLAND COMMUNITY COLLEGE | EDUCATION AND TRAINING | 475.00 |
| 181430 | OAKLAND COUNTY REGISTER OF DEEDS | SIDEWALK EASEMENT ITC EXTRA TRANSFER | 4.30 |
| 181431 | OAKLAND COUNTY REGISTER OF DEEDS | ADDITIONAL AMOUNT FOR RECORDING | 4.30 |
| 181432 | OAKLAND COUNTY REGISTER OF DEEDS | ADDITIONAL TRANSFER CHARGES | 4.30 |
| 181433 | OAKLAND COUNTY REGISTER OF DEEDS | TAPPER'S FINE JEWELRY WATER SYSTEM EASEM | 30.00 |

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| 181434 | OAKLAND COUNTY REGISTER OF DEEDS | DECLARATION OF COVENANTS FOR PATHWAY | 30.00 |
| 181435 | OAKLAND COUNTY REGISTER OF DEEDS | OAK POINT CHURCH HIGHWAY EASEMENT | 30.00 |
| 181436 | OAKLAND COUNTY REGISTER OF DEEDS | PARTIAL DISCHARGE OF MORTGAGE 50200 10 M | 30.00 |
| 181437 | OAKLAND COUNTY REGISTER OF DEEDS | PARTIAL DISCHARGE OF MORTGAGE 50100 10 M | 30.00 |
| 181438 | OAKLAND COUNTY REGISTER OF DEEDS | VIBE FIRST AMENDED/RESTATED WOODLAND | 30.00 |
| 181439 | OAKLAND COUNTY REGISTER OF DEEDS | PLANNED REZONING OVERLAY AGREE MI CAT | 30.00 |
| 181440 | OAKLAND COUNTY TREASURER | PROPERTY TAX CHARGEBACKS | 54.85 |
| 181441 | OCCUPATIONAL HEALTH CENTERS OF | MEDICAL SERVICE | 347.00 |
| 181442 | ODP BUSINESS SOLUTIONS, LLC | OFFICE SUPPLIES | 58.63 |
| 181443 | OHIO TACTICAL OFFICERS ASSOCIATION | CONFERENCE (POLICE) | 1,430.00 |
| 181444 | ORKIN | CONTRACTUAL SERVICES | 219.97 |
| 181445 | OSCAR W. LARSON CO. | GASOLINE AND OIL | 812.51 |
| 181446 | OVERDRIVE, INC. | AUDIO VISUAL MATERIALS (LIBRARY) | 4,479.49 |
| 181447 | PERFECT CLEANERS OF DETROIT, INC | OPERATING SUPPLIES | 87.50 |
| 181448 | PIONEER MANUFACTURING CO. | MISC EQUIPMENT (FACILITIES) | 8,627.85 |
| 181449 | PRIORITY HEALTH | EMPLOYEE HEALTHCARE INSURANCE | 35,034.37 |
| 181450 | PRIORITY ONE EMERGENCY | VEHICLE MAINTENANCE | 323.98 |
| 181451 | QUALITY FIRST AID & SAFETY, INC. | OPERATING SUPPLIES | 312.42 |
| 181452 | QUILL CORPORATION | OFFICE SUPPLIES | 173.75 |
| 181453 | R & R FIRE TRUCK REPAIR INC | VEHICLE MAINTENANCE (FIRE) | 2,570.00 |
| 181454 | RAO, SUDHA | WATER REFUND 23533 NILAN DR | 360.00 |
| 181455 | RED WING SHOE STORE | SUPPLIES UNIFORMS | 794.71 |
| 181456 | RETHINKING LIBRARIES , LLC | PROFESSIONAL SERVICES (LIBRARY) | 5,916.25 |
| 181457 | ROSS, MICHAEL | YOUTH BASKETBALL (PARKS & REC) | 2,143.00 |
| 181458 | ROWERDINK INC | VEHICLE MAINTENANCE | 180.63 |
| 181459 | RUGGIRELLO, CHARLES | YOUTH BASKETBALL | 280.00 |
| 181460 | SAM'S CLUB DIRECT | LIBRARY PROGRAMMING | 132.82 |
| 181461 | SAM'S CLUB DIRECT | OPERATING SUPPLIES | 138.72 |
| 181462 | SATKO, JONATHAN D. | YOUTH BASKETBALL | 175.00 |
| 181463 | SCHULKEY, DANIEL | TUITION REIMBURSEMENT | 686.50 |
| 181464 | SENSOURCE INC | COMPUTER SUPPLIES | 180.00 |
| 181465 | SHANAHAN, DIANA | CONFERENCE | 115.00 |
| 181466 | SHARMA, JENEA | PER DIEM COMMUNICATIONS OFFICER TRAINING | 80.00 |
| 181467 | SITEONE LANDSCAPE SUPPLY, LLC | GROUPS MAINTENANCE | 322.38 |
| 181468 | SMART BUSINESS SOURCE LLC | OPERATING SUPPLIES (COMM REL, DPW, TREASURY) | 1,084.14 |
| 181469 | SOCCER ASSIGNING LLC | YOUTH SOCCER LEAGUE (PARKS & REC) | 11,471.00 |
| 181470-181472 | SPALDING DE DECKER | PROFESSIONAL SERVICES (STREETS, W&S, ESCROW) | 76,095.59 |
| 181473 | SPARC ARENA LLC | SPORTS CAMPS (PARKS & REC) | 2,808.00 |
| 181474 | SPARTAN DISTRIBUTORS INC | CONFERENCE | 98.00 |
| 181475 | SUPER FLEET MASTERCARD | GASOLINE AND OIL | 83.11 |
| 181476 | SUTTLE ENTERPRISES LLC | LIBRARY PROGRAMMING | 350.00 |
| 181477 | SYSTEMP CORPORATION | BUILDING MAINTENANCE (FACILITIES, FIRE, POLICE) | 6,208.15 |
| 181478 | TESTING ENGINEERS | MATERIAL TESTING: 2022 AC WATER MAIN REP (W&S) | 9,064.71 |
| 181479 | THIBAUT, SAM | PER DIEM RECRUITING EVENT NMU | 98.00 |
| 181480 | TRAINER, SHAWN | REIMBURSEMENT | 55.00 |
| 181481 | TRI-COUNTY INTERNATIONAL | VEHICLE MAINTENANCE (DPW) | 3,426.10 |
| 181482 | TRINGALI, ANTHONY | LIBRARY PROGRAMMING | 400.00 |
| 181483 | TRUCK & TRAILER SPECIALTIES, INC. | EQUIPMENT MAINTENANCE (DPW) | 7,116.56 |
| 181484 | ULINE, INC. | OPERATING SUPPLIES | 427.08 |
| 181485 | UNITED STATES POSTAL | ADDITIONAL POSTAGE FOR BRM 29 (CLERK) | 2,000.00 |
| 181486 | VALLEY TRUCK PARTS INC | VEHICLE MAINTENANCE (DPW) | 6,550.00 |
| 181487 | VARIPRO | EMPLOYEE FLEXIBLE SPENDING REIMBURSEMENT | 1,395.82 |
| 181488 | VARSITY LINCOLN, INC | VEHICLE MAINTENANCE | 780.50 |
| 181489 | VOSS LIGHTING | BUILDING MAINTENANCE | 412.00 |
| 181490 | WEINGARTZ SUPPLY CO INC | EQUIPMENT MAINTENANCE | 530.45 |
| 181491 | WITMER PUBLIC SAFETY GROUP INC | SUPPLIES UNIFORMS | 226.51 |
| GRAND TOTAL | | | <u>\$ 1,050,140.72</u> |

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|--------------------------------------|-----|-------------------------------|
| GENERAL FUND | 101 | 337,407.91 |
| MAJOR STREET FUND | 202 | 14,704.20 |
| LOCAL STREET FUND | 203 | 23,652.81 |
| MUNICIPAL STREET FUND | 204 | 28,057.95 |
| PARKS, REC & CULTURAL SVCS FUND | 208 | 29,166.54 |
| TREE FUND | 209 | 49,907.50 |
| DRAIN FUND | 210 | 186,184.14 |
| COMMUNITY DVLPMNT BLOCK GRANT FUND | 264 | 3,437.50 |
| LIBRARY FUND | 268 | 41,688.24 |
| LIBRARY CONTRIBUTION FUND | 269 | 286.13 |
| CAPITAL IMPROVEMENT PRGRM (CIP) FUND | 400 | 36,735.67 |
| WATER AND SEWER FUND | 592 | 273,702.26 |
| AGENCY FUND | 701 | 25,209.87 |
| GRAND TOTAL | | <u>\$ 1,050,140.72</u> |