



CITY COUNCIL AGENDA

CITY OF NOVI
Regular City Council Meeting

May 08, 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

- [1.](#) FY 2023-24 Budget and 2023 Millage Rates

PRESENTATIONS

REPORTS

1. Manager/Staff
2. Attorney

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

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

MATTERS FOR COUNCIL ACTION

- [1.](#) Approval of Resolution for 2023 Millage Rates
- [2.](#) Approval of Resolution for Fiscal-Year 2023-2024 Budget and Acknowledging the Multi-Year Budget, Including Projections of Future Fiscal-Years 2024-2025 and 2025-2026.
- [3.](#) Consideration of approval to award a unit price contract to Scodeller Construction, Inc., the lowest qualified bidder, for the Joint and Crack Seal

Program in the estimated annual amount of \$250,000. The contract term is one year with two one-year renewal options.

- [4.](#) Consideration of approval to award the construction contract to Fer-Pal Construction USA LLC, the low bidder, for the Westminster Subdivision Water Main Lining project, in the amount of \$952,481.
- [5.](#) Consideration of approval to authorize additional design services to Spalding DeDecker for the next three phases of water main replacement in the City's water distribution system, in the amount of \$280,790.76.

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:
 - A. April 13, 2023 - Special Meeting
 - B. April 17, 2023 - Regular Meeting
- [B.](#) Approval of Resolution Authorizing parking and staging for the "2023 Motor City Comic-Con" to occur on certain parcels near the Suburban Collection Showplace property at 46100 Grand River Avenue
- [C.](#) Approval of Zoning Ordinance Text Amendment 18.300 to update the Novi Site Plan and Development Manual in its entirety and to amend the Zoning Ordinance at Section 6, "General Provisions," Section 6.1, "Site Plan Review (All Districts)" to reference the updated 2023 version of the Site Plan and Development Manual. **SECOND READING**
- [D.](#) Approval to award Healey Fire Protection, Inc. \$54,775.00 to upgrade the existing fire monitoring panel for the Public Safety building as part of the elevator system upgrades.
- [E.](#) Approval of an annual maintenance contract with SCADA Blocks for assistance with the operation and maintenance of the City's water and sewer SCADA system, in the estimated annual amount of \$35,347.60 and one-time onboarding

costs of \$24,850.00. The contract term is two years with three one-year renewal options.

- [E.](#) Approval of the 2023 Summer Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for street sweeping selected County Roads in Novi; and adoption of resolution authorizing Novi to provide summer maintenance on selected County roads.
- [G.](#) Approval to accept the residential street as part of Park Place East and adoption of Act 51 New Street Resolution accepting a portion of Boardwalk Avenue as public, adding 0.12 miles of roadway to the City's public street system.
- [H.](#) Approval of a Storm Drainage Facility Maintenance Easement Agreement from Novi Forum, LLC for Fountain View Professional Center, located north of Twelve Mile Road, east of Dixon Road (parcel 50-22-10-400-074).
- [I.](#) Approval of a Storm Drainage Facility Maintenance Easement Agreement from KEMPL Group, LLC for The Goddard School of Novi, located on the South of Thirteen Mile Road West of Cabot Drive (parcel 50-22-12-200-050).
- [J.](#) Approval of a Storm Drainage Facility Maintenance Easement Agreement from AMKT Novi Reality, LLC for Storie Lou Plaza, located on the North of Grand River Ave. East of Novi Road (parcel 50-22-14-352-002).
- [K.](#) Approve the completion and submission of the Oakland County 2023 Interim Local Transportation Reimbursement Program application to seek funding through the Program for a total project cost not to exceed \$172,550 and authorize the City Manager to sign all program-related documents on behalf of City of Novi.
- [L.](#) Approval to purchase a three-year subscription of the SentinelOne software package through People Driven Technology in the amount of \$58,872.00.
- [M.](#) Enter Executive Session immediately following the regular meeting of May 8, 2023 in the Council Annex to discuss property acquisition and privileged correspondence.
- [N.](#) Approval of claims and warrants – Warrant 1131

ADJOURNMENT

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

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

**CITY OF NOVI
NOTICE OF PUBLIC HEARING
ON RECOMMENDED 2023-2024 BUDGET**

NOTICE IS HEREBY GIVEN that the Novi City Council will hold a **PUBLIC HEARING ON THE RECOMMENDED CITY 2023-2024 BUDGET** at the Regular Meeting of Council to be held on **MONDAY, MAY 8, 2023**. Said hearing will be held at 7:00 p.m. or as soon thereafter, at the Novi Civic Center Council Chamber, 45175 Ten Mile Road, Novi, Michigan.

Interested citizens may appear and present written and/or verbal comments on the recommended budget.

The property tax millage rate recommended to be levied to support the recommended budget will also be a subject of this hearing.

A copy of the recommended 2023-2024 budget is currently available at the Finance Department in the Novi Civic Center for public inspection, 45175 Ten Mile Road, Novi, Michigan and on the website www.cityofnovi.org.

Cortney Hanson, MMC, MiPMC II
City Clerk



CITY OF NOVI CITY COUNCIL
MAY 8, 2023

SUBJECT: Approval of Resolution for 2023 Millage Rates

SUBMITTING DEPARTMENT: Finance

BACKGROUND INFORMATION:

Attached for your consideration is the adopting resolution for the 2023 millage rates.

The City's total 2023 millage rate is 10.5376 mills which includes:

- Operating, Public Act 359 Advertising,
- Public Safety,
- Parks and Recreation,
- Drain,
- Library,
- 2008 Library Construction Debt,
- Capital Improvement (CIP), and
- Roads

All of which is unchanged from the 2022 tax levy. The overall mill rate remains very competitive when we benchmark with other communities within Oakland County. There is no millage rollback due to "Headlee" for the 2023 tax year (fiscal year 2023-2024).

The General Fund; Municipal Street Fund; Parks, Recreation, and Cultural Services Fund; Library Fund; Drain Fund; CIP Fund, and the debt service fund property tax revenues are calculated upon the millage rates attached in this motion sheet.

The Michigan Department of Treasury requires all entities that levy property taxes to file Form L-4029 with the County Clerk and Equalization Department. The official 2023 form is attached, which reflects the City's 2023 millage rates.

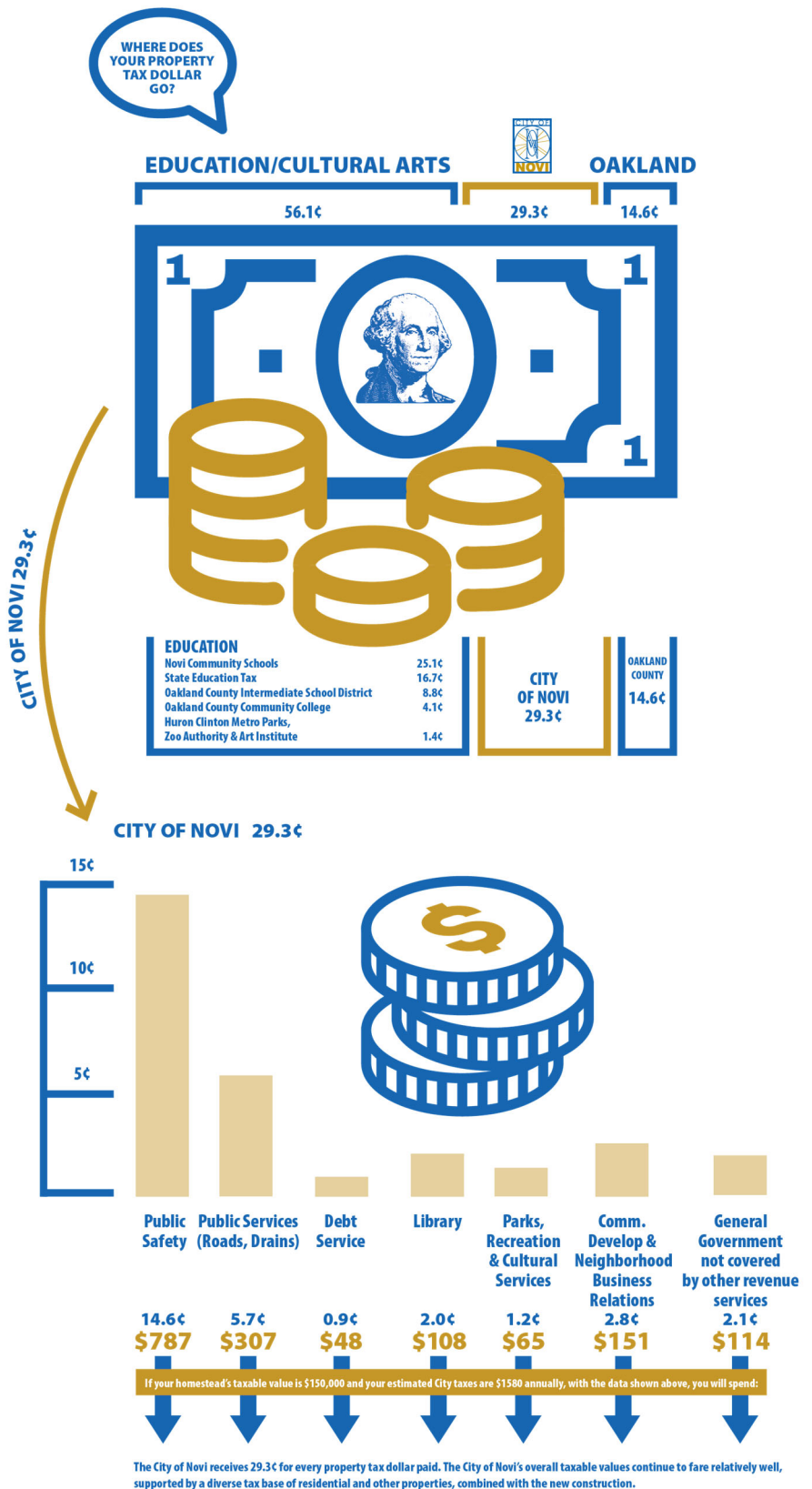
RECOMMENDED ACTION: Approval of Resolution for 2023 Millage Rates

STATISTICAL INFORMATION & GLOSSARY

City Millages

The City is the fiduciary for the collection of taxes for Novi, Northville, South Lyon, and Walled Lake School Districts; the related transfer districts; as well as for the State Education Tax, Oakland County, Schoolcraft College, and Oakland County Community College. The photo shows the allocation of your "Property Tax Dollar" (homestead taxpayer).

The City continues to maintain one of the lowest municipal tax rates in Oakland County at 10.5376 mils. Property taxes are expressed in terms of millage with one mil being equal to \$1.00 per thousand dollars of taxable value.



RESOLUTIONS

Resolution of Adoption 2023 Millage Rates

WHEREAS, the City Council has agreed to keep the City's total millage rate of 10.5376 mills unchanged from last year (2022) levy, and

WHEREAS, that these levies are being placed on a diversified tax base that has increased slightly as anticipated in the financial plan, and

WHEREAS, a public hearing was also held on May 8, 2023 on 2023 millage rates and the 2023-2024 budget,

NOW, THEREFORE, BE IT RESOLVED, that to finance the level of services established for the 2023-2024 fiscal-year, and to meet specific debt obligations of the City that the following millages are authorized to be spread:

General Operating	4.7505
Public Act 359 - Advertising	0.0107
Municipal Street	1.4197
Public Safety	1.3518
Parks and Recreation	0.3648
Drain	0.6113
Capital Improvement	0.9514
Library	0.7303
2008 Library Construction Debt	<u>0.3471</u>
	<u>10.5376</u>

I 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 this 8th day of May 2023.

Cortney Hanson, City Clerk

2023 Tax Rate Request (This form must be completed and submitted on or before September 30, 2023)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

Carefully read the instructions on page 2.

County(ies) Where the Local Government Unit Levies Taxes Oakland	2023 Taxable Value of ALL Properties in the Unit as of 5-22-2023 4,649,264,350
Local Government Unit Requesting Millage Levy City of Novi	For LOCAL School Districts: 2023 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2023 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2023 Current Year "Headlee" Millage Reduction Fraction	(7) 2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Charter	General	02/69	6.5000	4.7505	1.0000	4.7505	1.0000	4.7505	4.7505	N/A	N/A
Voted	Streets	08/12	1.5000	1.4197	1.0000	1.4197	1.0000	1.4197	1.4197	N/A	N/A
Charter	Police/Fire	11/87	1.8000	1.3518	1.0000	1.3518	1.0000	1.3518	1.3518	N/A	N/A
Charter	Parks & Rec	08/80	.5000	.3648	1.0000	.3648	1.0000	.3648	.3648	N/A	N/A
Charter	Drains	08/82	1.000	.7303	1.0000	.7303	1.0000	.7303	.6113	N/A	N/A
Charter	Library	08/80	1.0000	.7303	1.0000	.7303	1.0000	.7303	.7303	N/A	N/A
Voted	Debt Library	11/07	N/A	N/A	1.0000	N/A	1.0000	N/A	.3471	N/A	2027
Voted	Capital Imp	08/16	1.0000	.9514	1.0000	.9514	1.0000	.9514	.9514	N/A	08/2026

Prepared by Carl Johnson	Telephone Number (248) 347-0470	Title of Preparer CFO	Date 05/08/2023
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

☒ Clerk	Signature	Print Name	Date
☐ Secretary		Cortney Hanson	05/08/2023
☒ Chairperson	Signature	Print Name	Date
☐ President		Robert J. Gatt	05/08/2023

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2023 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

2023 Tax Rate Request (This form must be completed and submitted on or before September 30, 2023)

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Local Government Unit Requesting Millage Levy City of Novi	For LOCAL School Districts: 2023 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

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PA 359	Econ Dvlpt	N/A	4.0000	3.9214	1.0000	3.9214	1.0000	3.9214	.0107	N/A	N/A

Prepared by Carl Johnson	Telephone Number (248) 347-0470	Title of Preparer CFO	Date 05/08/2023
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☒ Clerk	Signature	Print Name Cortney Hanson	Date 05/08/2023
☐ Secretary			
☒ Chairperson	Signature	Print Name Robert J. Gatt	Date 05/08/2023
☐ President			

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Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	



CITY OF NOVI CITY COUNCIL
MAY 8, 2023

SUBJECT: Approval of Resolution for Fiscal-Year 2023-2024 Budget and Acknowledging the Multi-Year Budget, Including Projections of Future Fiscal-Years 2024-2025 and 2025-2026.

SUBMITTING DEPARTMENT: Finance

BACKGROUND INFORMATION:

Attached for your consideration is the adopting resolution for the Fiscal-Year 2023-2024 Budget and acknowledgement of the multi-year budget. The budget process started in August 2022 with development of the capital improvement program then multiple meetings were held with all departments in order to draft a budget that complied with the overall goals set by the Novi City Council in February 2022. The Recommended Budget was presented to City Council on April 3, 2023.

At the City Council Budget Session held on Wednesday, April 12, 2023, City Council discussed the Recommended FY 2023-24 Budget and City Council provided one adjustment to the budget through an approved motion which is summarized below.

- MOTION 1: Establish a one-time \$250,000 expenditure budget placeholder in fiscal year 2023-24 for additional costs associated with the possible creation of a stand-alone Senior Department within the General Fund funded by General Fund fund balance.

A financial summary is provided on the following page to show the impact of the amendment on the General Fund.

Also attached are specific pages from the Financial Schedules section of the Recommended Budget document which incorporate the City Council's amendment approved at the April 12, 2023 Budget Session.

All budgeted funds are within the required fund balances of the City's aforementioned policy and most of the funds' budgets presented with this Resolution are projected to cover expenditures with incoming revenues.

The City of Novi utilizes multi-year budgets as a planning tool to fulfill the City Council's strategic goals and objectives as well as operate within its means by maintaining a low tax burden on its citizens. The Multi-Year Budget balances future revenues with the corresponding expenditures and maintains the fund balances for the General Fund and Special Revenue Funds within the limits set by the City of Novi's Fund Balance Policy. Furthermore, the Multi-Year Budget also incorporates the long-range elements of the Capital Improvement Program (CIP) as approved by the City's Planning Commission and presented to the Public Hearing on February 22, 2023.

City of Novi General Fund				
Recommended Budget (provided to City Council 4/3/23)				
	Estimated 2022-23	Budget 2023-24	Projected 2024-25	Projected 2025-26
Total Revenues	\$ 40,212,888	\$ 41,211,977	\$ 42,457,989	\$ 43,974,187
Total Appropriations	43,647,348	41,211,977	43,386,799	43,974,187
Net Revenues (Appropriations)	(3,434,460)	-	(928,810)	-
Beginning Fund Balance	16,409,153	12,974,693	12,974,693	12,045,883
Ending Fund Balance	\$ 12,974,693	\$ 12,974,693	\$ 12,045,883	\$ 12,045,883
Fund balance as a % of expenditures	30%	31%	28%	27%
City Council Budget Adjustments (4/12/23 Budget Session)				
	Estimated 2022-23	Budget 2023-24	Projected 2024-25	Projected 2025-26
Appropriations				
M1 Dept 757.00 - PRCS: OAS DEPT (Personnel Services)	-	250,000	-	-
Total appropriations increase (decrease)	-	250,000	-	-
Net increase (decrease) to fund balance	-	(250,000)	-	-
Recommended Budget (5/8/23 City Council Meeting)				
	Estimated 2022-23	Budget 2023-24	Projected 2024-25	Projected 2025-26
Total Revenues	\$ 40,212,888	\$ 41,211,977	\$ 42,457,989	\$ 43,974,187
Total Appropriations	43,647,348	41,461,977	43,386,799	43,974,187
Net Revenues (Appropriations)	(3,434,460)	(250,000)	(928,810)	-
Beginning Fund Balance	16,409,153	12,974,693	12,724,693	11,795,883
Ending Fund Balance	\$ 12,974,693	\$ 12,724,693	\$ 11,795,883	\$ 11,795,883
Fund balance as a % of expenditures	30%	31%	27%	27%
Notes				
M1	MOTION 1 - Establish a one-time \$250,000 expenditure budget placeholder in fiscal year 2023-24 for additional costs associated with the possible creation of a stand-alone Senior Department within the General Fund funded by General Fund fund balance.			

RECOMMENDED ACTION: Approval of Resolution for Fiscal-Year 2023-2024 Budget and Acknowledging the Multi-Year Budget, Including Projections of Future Fiscal-Years 2024-2025 and 2025-2026.

RESOLUTIONS

Resolution of Adoption Fiscal-Year 2023-2024 Budget and Acknowledging the Multi-Year Budget Including Projections of Future Fiscal-Years 2024-2025 and 2025-2026

WHEREAS, the City Manager's recommended budget is based upon City Council's strategic themes and goals which were discussed, along with property tax projections from the City Assessor, and

WHEREAS, this budget has incorporated the CIP plan as approved by the City's Planning Commission at the public hearing held on February 22, 2023, and

WHEREAS, pursuant to Section 8.3 of the Novi City Charter, a detailed revenue and expenditure plan has been presented in accordance with all applicable City, State and Federal Statutes, and

WHEREAS, the City Council passed amendments to the recommended budget during the April 12, 2023 Special Budget Meeting, and

WHEREAS, a public hearing was also held on May 8, 2023 on the recommended budget, and

WHEREAS, this budget takes into consideration the City's Multi-Year Budget and financial planning through fiscal-year 2025-2026, and

NOW, THEREFORE, BE IT RESOLVED, that the fiscal year 2023-24 attached budget is adopted and that the City Council acknowledges the Multi-Year Budget, Including Projections of Future Fiscal-Years 2024-2025 and 2025-2026 as part of this resolution.

I 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 this 8th day of May 2023.

Cortney Hanson, City Clerk

FINANCIAL SCHEDULES

General Fund

GENERAL FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED	
				2024-25	2025-26
ESTIMATED REVENUES					
PROPERTY TAX REVENUE					
Property Tax Revenue - Current Levy	\$ 20,047,221	\$ 21,116,190	\$ 22,291,132	\$ 23,182,777	\$ 23,878,260
Property Tax Revenue - County Chargebacks	15,902	(116,807)	25,000	25,000	25,000
Property Tax Revenue - Tax Tribunal Accr	20,000	(25,000)	(25,000)	(25,000)	(25,000)
Property Tax Revenue - Brownfield Cap 2008	(390)	(2,110)	(78,000)	(84,000)	(90,000)
Property Tax Revenue - Police & Fire Levy	5,655,896	5,899,051	6,227,000	6,454,000	6,620,000
Property Tax Revenue - Brownfield Cap 2015	(47,493)	(58,431)	(70,117)	(82,037)	(94,343)
Property Tax Revenue - PA 359 Advertising	50,115	49,889	50,000	50,000	50,000
Property Tax Revenue - CIA Cap 2018	(98,079)	(148,569)	(215,425)	(290,824)	(378,071)
Property Tax Revenue - C/Y Delequent PPT	(39,433)	(40,000)	(35,000)	(35,000)	(35,000)
Trailer Tax fees	11,006	11,000	12,500	12,500	12,500
Penalty and interest	187,759	200,000	225,000	235,000	250,000
PROPERTY TAX REVENUE	\$ 25,802,504	\$ 26,885,213	\$ 28,407,090	\$ 29,442,416	\$ 30,213,346
DONATIONS					
Police Dept Donations	\$ -	\$ 500	\$ 500	\$ 500	\$ 500
Restricted Fire donations	-	500	500	500	500
Winter Fest - Donations/Sponsorships	23,050	36,000	30,000	-	-
DONATIONS	\$ 23,050	\$ 37,000	\$ 31,000	\$ 1,000	\$ 1,000
FEDERAL GRANTS					
Federal Grants - FEMA	\$ 13,936	\$ 70,000	\$ -	\$ -	\$ -
Federal Grants - Fire	6,494	-	-	-	-
Federal Grants	8,093	5,000	5,000	5,000	5,000
TIA Grant	25,816	30,400	15,000	15,000	15,000
DRE Grant Revenue	291	-	-	-	-
Federal Grants - Other - ARPA	2,498,190	-	-	-	-
Federal forfeitures-reimbursement only	18,479	30,000	30,000	30,000	30,000
SS Task Force Reimbursement	22,501	20,000	20,000	20,000	20,000
FBI - OT Reimbursement	17,540	15,000	18,000	18,000	18,000
FEDERAL GRANTS	\$ 2,611,340	\$ 170,400	\$ 88,000	\$ 88,000	\$ 88,000
FINES AND FORFEITURES					
Court fees and fines	\$ 272,163	\$ 350,000	\$ 300,000	\$ 325,000	\$ 350,000
Motor carrier fines and fees	13,650	25,000	25,000	25,000	25,000
FINES AND FORFEITURES	\$ 285,813	\$ 375,000	\$ 325,000	\$ 350,000	\$ 375,000
STATE SOURCES					
Police training grant	\$ 17,918	\$ 26,000	\$ 25,000	\$ 25,000	\$ 25,000
State Grants - Local Comm Stab Share	17,196	17,200	17,200	17,200	17,200
State revenue sharing	8,171,113	6,858,550	7,499,398	7,649,386	7,802,374
STATE SOURCES	\$ 8,206,227	\$ 6,901,750	\$ 7,541,598	\$ 7,691,586	\$ 7,844,574

FINANCIAL SCHEDULES

GENERAL FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED	
				2024-25	2025-26
LICENSES, PERMITS & CHARGES FOR SVCS					
Clerks Dept Fees (prior business regist)	\$ 5,918	\$ 7,900	\$ 10,000	\$ 10,000	\$ 10,000
Liquor license fees	65,041	70,100	70,000	75,000	80,000
Engineering review fees	128,258	250,000	125,000	125,000	125,000
Plan and landscape review fees	86,235	130,000	130,000	130,000	130,000
Wet, Wood, Landscape insp/review fees	91,220	200,000	100,000	95,000	95,000
Grading Permits	125	-	-	-	-
Building permits	466,578	787,380	550,000	575,000	675,000
Plan review fees	205,695	400,000	225,000	275,000	400,000
Refrigeration permits	60,844	68,000	75,000	75,000	75,000
Electrical permits	171,833	220,000	230,000	230,000	230,000
Heating permits	168,968	200,000	205,000	205,000	205,000
Plumbing permits	93,639	155,000	160,000	150,000	160,000
Other charges	138,683	325,000	175,000	200,000	300,000
Court abatement revenue	232	47,653	6,500	6,500	6,000
Soil erosion fees	14,262	27,000	27,000	27,000	27,000
Cable television fee	804,800	850,000	800,000	790,000	780,000
Weed cutting revenue	7,701	6,000	6,000	6,000	6,000
Board of appeals	14,750	21,000	20,000	20,000	20,000
Police department-miscellaneous revenue	154,473	174,000	139,000	139,000	139,000
Police dispatch service revenue	145,588	151,411	157,467	163,766	170,316
Police contracted services	81,944	100,000	100,000	100,000	100,000
Police OWI revenue	234	1,000	700	1,000	1,000
Police Department - Hosted Training	-	20,000	20,000	20,000	20,000
Administrative reimburse	58,213	140,000	88,000	95,000	135,000
Fire Station #5 revenue	12,000	12,000	12,000	12,000	12,000
LICENSES, PERMITS & CHARGES FOR SVCS	\$ 2,977,234	\$ 4,363,444	\$ 3,431,667	\$ 3,525,266	\$ 3,901,316
INTEREST INCOME					
Interest on Investments	\$ 222,871	\$ 315,961	\$ 318,873	\$ 302,124	\$ 338,166
Interest on interfund borrow-CIP Fund	6,189	6,000	-	-	-
Unrealized gain (loss) on investments	(511,888)	85,000	5,129	66,477	106,165
Interest on Trust & Agency Funds	12,745	300,000	230,000	235,000	280,000
INTEREST INCOME	\$ (270,083)	\$ 706,961	\$ 554,002	\$ 603,601	\$ 724,331
OTHER REVENUE					
Insurance Reimbursement	\$ 8,576	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Fire Department	3,333	9,400	10,000	10,000	10,000
Fire Department Hosted Training	6,380	3,600	2,500	2,500	2,500
Miscellaneous income	196,281	119,500	175,000	100,000	170,000
Library Network Charges	41,299	45,000	30,000	27,000	27,000
State of the City revenue	-	4,000	4,000	4,000	4,000
Spring into Novi/Ethnic Taste & Tune Rev	5,000	-	-	-	-
Novi Township assessment	19,087	20,000	20,500	21,000	21,500
RRRASOC Hosting Fees	16,000	16,000	16,000	16,000	16,000
Cell tower revenue	50,342	50,350	50,350	50,350	50,350
Sale of fixed assets	43,524	105,000	125,000	125,000	125,000
Municipal service charges	365,270	365,270	365,270	365,270	365,270
OTHER REVENUE	\$ 755,092	\$ 773,120	\$ 833,620	\$ 756,120	\$ 826,620
TOTAL ESTIMATED REVENUES	\$ 40,391,177	\$ 40,212,888	\$ 41,211,977	\$ 42,457,989	\$ 43,974,187

FINANCIAL SCHEDULES

GENERAL FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED	
				2024-25	2025-26
APPROPRIATIONS					
Dept 101.00-CITY COUNCIL					
PERSONNEL SERVICES	\$ 36,089	\$ 36,079	\$ 36,234	\$ 36,317	\$ 36,402
SUPPLIES	322	200	200	200	200
OTHER SERVICES AND CHARGES	8,767	28,610	29,090	29,090	29,090
TOTAL Dept 101.00-CITY COUNCIL	\$ 45,178	\$ 64,889	\$ 65,524	\$ 65,607	\$ 65,692
Dept 172.00-CITY MANAGER					
PERSONNEL SERVICES	\$ 548,713	\$ 588,159	\$ 556,422	\$ 571,843	\$ 587,739
SUPPLIES	2,914	3,200	1,500	1,500	1,500
OTHER SERVICES AND CHARGES	127,599	207,591	130,250	118,250	118,250
TOTAL Dept 172.00-CITY MANAGER	\$ 679,226	\$ 798,950	\$ 688,172	\$ 691,593	\$ 707,489
<i>Financial Services</i>					
Dept 191.00-FINANCE DEPARTMENT					
PERSONNEL SERVICES	\$ 818,256	\$ 919,896	\$ 931,617	\$ 957,424	\$ 984,110
SUPPLIES	8,649	9,300	9,800	9,800	9,800
OTHER SERVICES AND CHARGES	72,269	87,980	77,910	79,096	80,327
TOTAL Dept 191.00-FINANCE DEPARTMENT	\$ 899,174	\$ 1,017,176	\$ 1,019,327	\$ 1,046,320	\$ 1,074,237
Dept 253.00-TREASURY DEPARTMENT					
PERSONNEL SERVICES	\$ 342,860	\$ 340,714	\$ 353,159	\$ 357,748	\$ 368,525
SUPPLIES	51,111	29,020	32,500	33,500	34,500
OTHER SERVICES AND CHARGES	48,589	43,280	56,690	56,690	56,690
TOTAL Dept 253.00-TREASURY DEPARTMENT	\$ 442,560	\$ 413,014	\$ 442,349	\$ 447,938	\$ 459,715
<i>Financial Services Total</i>	\$ 1,341,734	\$ 1,430,190	\$ 1,461,676	\$ 1,494,258	\$ 1,533,952
Dept 257.00-ASSESSING DEPARTMENT					
PERSONNEL SERVICES	\$ 721,017	\$ 601,778	\$ 700,916	\$ 719,527	\$ 740,877
SUPPLIES	18,062	18,500	19,500	19,500	19,500
OTHER SERVICES AND CHARGES	177,121	275,790	212,450	209,530	209,530
CAPITAL OUTLAY	-	-	33,290	34,950	-
TOTAL Dept 257.00-ASSESSING DEPARTMENT	\$ 916,200	\$ 896,068	\$ 966,156	\$ 983,507	\$ 969,907
Dept 266.00-CITY ATTORNEY, INSURANCE, & CLAIMS					
OTHER SERVICES AND CHARGES	\$ 637,376	\$ 861,200	\$ 886,000	\$ 902,200	\$ 919,100
CAPITAL OUTLAY	421,950	20,600	40,000	40,000	40,000
TOTAL Dept 266.00-CITY ATTORNEY, INSURANCE, & CLAIMS	\$ 1,059,326	\$ 881,800	\$ 926,000	\$ 942,200	\$ 959,100
Dept 215.00-CITY CLERK					
PERSONNEL SERVICES	\$ 634,555	\$ 647,750	\$ 690,701	\$ 710,583	\$ 731,090
SUPPLIES	63,854	62,500	72,000	87,000	72,000
OTHER SERVICES AND CHARGES	112,711	240,940	236,490	251,490	236,490
CAPITAL OUTLAY	-	500,000	-	-	-
TOTAL Dept 215.00-CITY CLERK	\$ 811,120	\$ 1,451,190	\$ 999,191	\$ 1,049,073	\$ 1,039,580

FINANCIAL SCHEDULES

GENERAL FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED	
				2024-25	2025-26
<i>Integrated Solutions</i>					
Dept 228.00-IS TECHNOLOGY					
PERSONNEL SERVICES	\$ 889,183	\$ 883,760	\$ 937,603	\$ 966,828	\$ 997,029
SUPPLIES	89,898	115,990	101,310	101,310	108,880
OTHER SERVICES AND CHARGES	383,882	502,647	484,460	473,780	497,150
CAPITAL OUTLAY	24,100	214,440	113,840	13,630	36,700
TOTAL Dept 228.00-IS TECHNOLOGY	\$ 1,387,063	\$ 1,716,837	\$ 1,637,213	\$ 1,555,548	\$ 1,639,759
Dept 265.00-IS FACILITY MANAGEMENT					
PERSONNEL SERVICES	\$ 313,856	\$ 315,004	\$ 387,693	\$ 399,052	\$ 410,776
SUPPLIES	10,479	21,100	21,100	26,270	21,100
OTHER SERVICES AND CHARGES	687,743	941,417	745,150	738,540	743,540
CAPITAL OUTLAY	255,307	984,397	42,850	821,400	46,260
TOTAL Dept 265.00-IS FACILITY MANAGEMENT	\$ 1,267,385	\$ 2,261,918	\$ 1,196,793	\$ 1,985,262	\$ 1,221,676
Dept 265.10-IS PARK MAINTENANCE					
PERSONNEL SERVICES	\$ 545,817	\$ 639,559	\$ 634,680	\$ 656,547	\$ 679,117
SUPPLIES	21,485	32,000	41,750	38,340	32,000
OTHER SERVICES AND CHARGES	441,940	460,660	538,220	533,220	533,620
CAPITAL OUTLAY	52,910	180,740	16,700	78,980	166,570
TOTAL Dept 265.10-IS PARK MAINTENANCE	\$ 1,062,152	\$ 1,312,959	\$ 1,231,350	\$ 1,307,087	\$ 1,411,307
<i>Integrated Solutions Total</i>	\$ 3,716,600	\$ 5,291,714	\$ 4,065,356	\$ 4,847,897	\$ 4,272,742
Dept 270.00-HUMAN RESOURCES					
PERSONNEL SERVICES	\$ 426,578	\$ 509,156	\$ 505,861	\$ 521,050	\$ 536,708
SUPPLIES	851	1,000	2,000	2,000	2,000
OTHER SERVICES AND CHARGES	112,388	173,290	180,840	165,090	165,090
TOTAL Dept 270.00-HUMAN RESOURCES	\$ 539,817	\$ 683,446	\$ 688,701	\$ 688,140	\$ 703,798
<i>Community Relations</i>					
Dept 725.00-CR ADMINISTRATION					
PERSONNEL SERVICES	\$ 285,291	\$ 391,404	\$ 375,889	\$ 382,161	\$ 393,536
SUPPLIES	13,034	13,800	10,900	10,900	10,900
OTHER SERVICES AND CHARGES	327,451	374,516	383,220	353,220	343,220
CAPITAL OUTLAY	-	160,000	30,000	20,000	10,000
TOTAL Dept 725.00-CR ADMINISTRATION	\$ 625,776	\$ 939,720	\$ 800,009	\$ 766,281	\$ 757,656
Dept 725.10-CR STUDIO 6					
PERSONNEL SERVICES	\$ -	\$ 195,491	\$ 208,202	\$ 213,530	\$ 219,030
SUPPLIES	-	5,000	5,000	5,000	5,000
OTHER SERVICES AND CHARGES	-	44,920	46,270	46,270	46,270
TOTAL Dept 725.10-CR STUDIO 6	\$ -	\$ 245,411	\$ 259,472	\$ 264,800	\$ 270,300
<i>Community Relations Total</i>	\$ 625,776	\$ 1,185,131	\$ 1,059,481	\$ 1,031,081	\$ 1,027,956
Dept 728.00 ECONOMIC DEVELOPMENT					
PERSONNEL SERVICES	\$ 164,777	\$ 173,773	\$ 171,212	\$ 173,857	\$ 178,384
SUPPLIES	168	-	-	-	-
OTHER SERVICES AND CHARGES	32,729	41,110	47,550	47,550	47,550
TOTAL Dept 728.00 ECONOMIC DEVELOPMENT	\$ 197,674	\$ 214,883	\$ 218,762	\$ 221,407	\$ 225,934

FINANCIAL SCHEDULES

GENERAL FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED	
				2024-25	2025-26
<i>Public Safety</i>					
Dept 301.00-POLICE DEPARTMENT					
PERSONNEL SERVICES	\$ 13,197,780	\$ 13,423,553	\$ 13,895,957	\$ 14,365,779	\$ 14,589,453
SUPPLIES	309,916	334,222	410,000	320,000	351,620
OTHER SERVICES AND CHARGES	1,200,759	1,283,664	1,216,360	1,222,960	1,231,260
CAPITAL OUTLAY	48,531	1,478,630	347,820	30,500	1,101,100
TOTAL Dept 301.00-POLICE DEPARTMENT	\$ 14,756,986	\$ 16,520,069	\$ 15,870,137	\$ 15,939,239	\$ 17,273,433
Dept 336.00-FIRE DEPARTMENT					
PERSONNEL SERVICES	\$ 5,519,248	\$ 5,585,252	\$ 5,665,738	\$ 5,890,140	\$ 6,013,878
SUPPLIES	198,788	185,500	186,500	186,500	218,120
OTHER SERVICES AND CHARGES	702,484	709,250	713,640	743,640	737,640
CAPITAL OUTLAY	66,206	38,200	28,940	-	234,030
TOTAL Dept 336.00-FIRE DEPARTMENT	\$ 6,486,726	\$ 6,518,202	\$ 6,594,818	\$ 6,820,280	\$ 7,203,668
<i>Public Safety Total</i>	\$ 21,243,712	\$ 23,038,271	\$ 22,464,955	\$ 22,759,519	\$ 24,477,101
<i>Community Development</i>					
Dept 371.00-COMMUNITY DEVELOPMENT-BUILDING					
PERSONNEL SERVICES	\$ 1,709,926	\$ 1,841,748	\$ 1,872,537	\$ 1,928,135	\$ 1,985,481
SUPPLIES	20,127	34,300	28,300	28,300	28,300
OTHER SERVICES AND CHARGES	151,179	316,593	196,990	228,990	228,990
CAPITAL OUTLAY	24,765	54,975	83,920	40,490	-
TOTAL Dept 371.00-COMM DEVELOP-BUILDING	\$ 1,905,997	\$ 2,247,616	\$ 2,181,747	\$ 2,225,915	\$ 2,242,771
Dept 701.00-COMMUNITY DEVELOPMENT-PLANNING					
PERSONNEL SERVICES	\$ 551,043	\$ 610,339	\$ 604,260	\$ 622,279	\$ 640,854
SUPPLIES	1,913	5,600	5,600	5,600	5,600
OTHER SERVICES AND CHARGES	118,902	333,004	49,270	49,270	71,120
CAPITAL OUTLAY	-	-	38,560	-	-
TOTAL Dept 701.00-COMM DEVELOP-PLANNING	\$ 671,858	\$ 948,943	\$ 697,690	\$ 677,149	\$ 717,574
<i>Community Development Total</i>	\$ 2,577,855	\$ 3,196,559	\$ 2,879,437	\$ 2,903,064	\$ 2,960,345
Dept 757.00-PRCS: OLDER ADULT SERVICES					
PERSONNEL SERVICES	\$ -	\$ -	\$ 250,000	\$ -	\$ -
TOTAL Dept 757.00-PRCS: OLDER ADULT SERVICES	\$ -	\$ -	\$ 250,000	\$ -	\$ -
Dept 773.00-NOVI YOUTH ASSISTANCE					
PERSONNEL SERVICES	\$ 19,973	\$ 36,200	\$ 32,687	\$ 32,732	\$ 32,778
SUPPLIES	1,781	11,500	5,500	5,500	5,500
OTHER SERVICES AND CHARGES	410	500	500	500	500
TOTAL Dept 773.00-NOVI YOUTH ASSISTANCE	\$ 22,164	\$ 48,200	\$ 38,687	\$ 38,732	\$ 38,778
Dept 803.00-HISTORICAL COMMISSION					
OTHER SERVICES AND CHARGES	\$ 6,284	\$ 14,000	\$ 21,700	\$ 8,700	\$ 8,700
TOTAL Dept 803.00-HISTORICAL COMMISSION	\$ 6,284	\$ 14,000	\$ 21,700	\$ 8,700	\$ 8,700

FINANCIAL SCHEDULES

GENERAL FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED	
				2024-25	2025-26
<i>Department of Public Works</i>					
Dept 441.00-DPW ADMINISTRATION DIVISION					
PERSONNEL SERVICES	\$ 352,198	\$ 359,913	\$ 360,178	\$ 371,012	\$ 382,184
SUPPLIES	8,710	13,400	10,400	10,400	10,400
OTHER SERVICES AND CHARGES	176,920	181,014	213,210	190,050	190,050
CAPITAL OUTLAY	55,677	18,984	-	-	19,940
TOTAL Dept 441.00-DPW ADMINISTRATION	\$ 593,505	\$ 573,311	\$ 583,788	\$ 571,462	\$ 602,574
Dept 441.10-DPW ENGINEERING DIVISION					
PERSONNEL SERVICES	\$ 185,723	\$ 159,919	\$ 178,029	\$ 193,517	\$ 209,493
SUPPLIES	1,298	2,000	2,000	2,000	2,000
OTHER SERVICES AND CHARGES	176,236	143,931	109,900	83,000	83,000
CAPITAL OUTLAY	-	-	-	-	-
TOTAL Dept 441.10-DPW ENGINEERING DIVISION	\$ 363,257	\$ 305,850	\$ 289,929	\$ 278,517	\$ 294,493
Dept 441.20-DPW FIELD OPERATIONS DIVISION					
PERSONNEL SERVICES	\$ 670,753	\$ 473,762	\$ 827,815	\$ 906,262	\$ 946,597
SUPPLIES	118,900	115,500	123,500	123,500	123,500
OTHER SERVICES AND CHARGES	681,533	709,119	835,720	822,320	807,320
CAPITAL OUTLAY	-	525,939	200,000	1,128,810	310,500
TOTAL Dept 441.20-DPW FIELD OPERATIONS	\$ 1,471,186	\$ 1,824,320	\$ 1,987,035	\$ 2,980,892	\$ 2,187,917
Dept 441.30-DPW FLEET ASSET DIVISION					
PERSONNEL SERVICES	\$ 398,741	\$ 395,968	\$ 406,197	\$ 419,180	\$ 427,579
SUPPLIES	23,801	28,000	31,000	31,000	31,000
OTHER SERVICES AND CHARGES	337,267	337,121	346,040	351,040	356,040
CAPITAL OUTLAY	348,022	912,487	524,190	579,930	713,510
TOTAL Dept 441.30-DPW FLEET ASSET DIVISION	\$ 1,107,831	\$ 1,673,576	\$ 1,307,427	\$ 1,381,150	\$ 1,528,129
<i>Department of Public Works Total</i>	\$ 3,535,779	\$ 4,377,057	\$ 4,168,179	\$ 5,212,021	\$ 4,613,113
Dept 966.00-TRANSFER TO OTHER FUNDS					
TRANSFERS OUT	\$ 338,781	\$ 75,000	\$ 500,000	\$ 450,000	\$ 370,000
TOTAL Dept 966.00-TRANSFER TO OTHER FUNDS	\$ 338,781	\$ 75,000	\$ 500,000	\$ 450,000	\$ 370,000
TOTAL APPROPRIATIONS	\$ 37,657,226	\$ 43,647,348	\$ 41,461,977	\$ 43,386,799	\$ 43,974,187
NET OF REVENUES/APPROPRIATIONS	\$ 2,733,951	\$ (3,434,460)	\$ (250,000)	\$ (928,810)	\$ -
BEGINNING FUND BALANCE	13,675,202	16,409,153	12,974,693	12,724,693	11,795,883
ENDING FUND BALANCE	\$ 16,409,153	\$ 12,974,693	\$ 12,724,693	\$ 11,795,883	\$ 11,795,883

Fund balance as a percentage of total annual expenditures	44%	30%	31%	27%	27%
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Ending Fund Balance (22% min)	\$ 8,284,590	\$ 9,602,417	\$ 9,121,635	\$ 9,545,096	\$ 9,674,321
Funds above / (below) 22% min	\$ 8,124,563	\$ 3,372,276	\$ 3,603,058	\$ 2,250,787	\$ 2,121,562

Ending Fund Balance (25% max)	\$ 9,414,307	\$ 10,911,837	\$ 10,365,494	\$ 10,846,700	\$ 10,993,547
Funds above / (below) 25% max	\$ 6,994,847	\$ 2,062,856	\$ 2,359,199	\$ 949,183	\$ 802,336

Estimated Change in Fund Balance	20%	-21%	-2%	-7%	0%
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* **Total Appropriations** include service improvements, capital outlay, light-duty vehicles, and capital improvements. The level of such expenditures is dictated by available funds from accumulated fund balance and anticipated revenue above annual expenditures in conjunction with the targeted fund balance.

FINANCIAL SCHEDULES

Special Revenue Funds

MAJOR STREET FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED 2024-25	PROJECTED 2025-26
ESTIMATED REVENUES					
Interest income	\$ (50,314)	\$ 13,640	\$ 1,235	\$ 2,012	\$ 2,073
Other revenue	4,443	-	-	-	-
State sources	5,627,890	5,877,707	6,046,503	6,220,038	6,398,553
Transfers in	-	460,000	51,000	3,203,000	1,121,000
TOTAL ESTIMATED REVENUES	\$ 5,582,019	\$ 6,351,347	\$ 6,098,738	\$ 9,425,050	\$ 7,521,626
APPROPRIATIONS					
Other services and charges	\$ 1,431,445	\$ 1,690,052	\$ 1,604,638	\$ 1,604,740	\$ 1,604,846
Capital outlay	341,638	5,716,051	5,622,100	7,620,310	6,071,780
Transfers out	2,813,900	-	-	-	-
TOTAL APPROPRIATIONS	\$ 4,586,983	\$ 7,406,103	\$ 7,226,738	\$ 9,225,050	\$ 7,676,626
NET OF REVENUES/APPROPRIATIONS - FUND 202	\$ 995,036	\$ (1,054,756)	\$ (1,128,000)	\$ 200,000	\$ (155,000)
BEGINNING FUND BALANCE	1,911,234	2,906,270	1,851,514	723,514	923,514
ENDING FUND BALANCE	\$ 2,906,270	\$ 1,851,514	\$ 723,514	\$ 923,514	\$ 768,514

Fund balance as a percentage of total annual expenditures	63%	25%	10%	10%	10%
Ending Fund Balance (10% minimum)	\$ 458,698	\$ 740,610	\$ 722,674	\$ 922,505	\$ 767,663
Funds above / (below) 10% minimum	\$ 2,447,572	\$ 1,110,904	\$ 840	\$ 1,009	\$ 851
Ending Fund Balance (20% maximum)	\$ 917,397	\$ 1,481,221	\$ 1,445,348	\$ 1,845,010	\$ 1,535,325
Funds above / (below) 20% maximum	\$ 1,988,873	\$ 370,293	\$ (721,834)	\$ (921,496)	\$ (766,811)
Estimated Change in Fund Balance	52%	-36%	-61%	28%	-17%

FINANCIAL SCHEDULES

LOCAL STREET FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED	
				2024-25	2025-26
ESTIMATED REVENUES					
Interest income	\$ (23,512)	\$ 15,080	\$ 1,170	\$ 4,562	\$ 1,773
Other revenue	-	389,013	-	-	-
State sources	1,935,902	2,022,437	2,080,518	2,140,228	2,201,653
Transfers in	6,659,100	5,869,000	4,192,000	4,782,000	6,607,000
TOTAL ESTIMATED REVENUES	\$ 8,571,490	\$ 8,295,530	\$ 6,273,688	\$ 6,926,790	\$ 8,810,426
APPROPRIATIONS					
Other services and charges	\$ 1,397,660	\$ 1,757,892	\$ 2,245,688	\$ 2,255,790	\$ 2,265,896
Capital outlay	7,328,412	6,453,400	4,450,000	4,650,000	6,371,530
TOTAL APPROPRIATIONS	\$ 8,726,072	\$ 8,211,292	\$ 6,695,688	\$ 6,905,790	\$ 8,637,426
NET OF REVENUES/APPROPRIATIONS - FUND 203	\$ (154,582)	\$ 84,238	\$ (422,000)	\$ 21,000	\$ 173,000
BEGINNING FUND BALANCE	1,162,787	1,008,205	1,092,443	670,443	691,443
ENDING FUND BALANCE	\$ 1,008,205	\$ 1,092,443	\$ 670,443	\$ 691,443	\$ 864,443
Fund balance as a percentage of total annual expenditures	12%	13%	10%	10%	10%
Ending Fund Balance (10% minimum)	\$ 872,607	\$ 821,129	\$ 669,569	\$ 690,579	\$ 863,743
Funds above / (below) 10% minimum	\$ 135,598	\$ 271,314	\$ 874	\$ 864	\$ 700
Ending Fund Balance (20% maximum)	\$ 1,745,214	\$ 1,642,258	\$ 1,339,138	\$ 1,381,158	\$ 1,727,485
Funds above / (below) 20% maximum	\$ (737,009)	\$ (549,815)	\$ (668,695)	\$ (689,715)	\$ (863,042)
Estimated Change in Fund Balance	-13%	8%	-39%	3%	25%

FINANCIAL SCHEDULES

MUNICIPAL STREET FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED	
				2024-25	2025-26
ESTIMATED REVENUES					
Property tax revenue	\$ 5,946,998	\$ 6,168,945	\$ 6,539,559	\$ 6,776,994	\$ 6,951,159
Interest income	(103,134)	82,820	3,456	6,837	10,231
Licenses, permits & charges for services	22,232	10,000	10,000	10,000	10,000
Other revenue	417,844	336,000	385,000	395,000	405,000
State sources	11,603	11,600	10,000	10,000	10,000
TOTAL ESTIMATED REVENUES	\$ 6,295,543	\$ 6,609,365	\$ 6,948,015	\$ 7,198,831	\$ 7,386,390
APPROPRIATIONS					
Other services and charges	\$ 634,210	\$ 733,899	\$ 707,015	\$ 717,301	\$ 717,390
Capital outlay	675,003	1,952,995	555,000	548,530	200,000
Transfers out	3,845,200	6,329,000	4,243,000	7,985,000	7,728,000
TOTAL APPROPRIATIONS	\$ 5,154,413	\$ 9,015,894	\$ 5,505,015	\$ 9,250,831	\$ 8,645,390
NET OF REVENUES/APPROPRIATIONS - FUND 204	\$ 1,141,130	\$ (2,406,529)	\$ 1,443,000	\$ (2,052,000)	\$ (1,259,000)
BEGINNING FUND BALANCE	3,985,455	5,126,585	2,720,056	4,163,056	2,111,056
ENDING FUND BALANCE	\$ 5,126,585	\$ 2,720,056	\$ 4,163,056	\$ 2,111,056	\$ 852,056

Fund balance as a percentage of total annual expenditures	99%	30%	76%	23%	10%
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Ending Fund Balance (10% minimum)	\$ 515,441	\$ 901,589	\$ 550,502	\$ 925,083	\$ 864,539
Funds above / (below) 10% minimum	\$ 4,611,144	\$ 1,818,467	\$ 3,612,555	\$ 1,185,973	\$ (12,483)
Ending Fund Balance (20% maximum)	\$ 1,030,883	\$ 1,803,179	\$ 1,101,003	\$ 1,850,166	\$ 1,729,078
Funds above / (below) 20% maximum	\$ 4,095,702	\$ 916,877	\$ 3,062,053	\$ 260,890	\$ (877,022)

Estimated Change in Fund Balance	29%	-47%	53%	-49%	-60%
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FINANCIAL SCHEDULES

PARKS, RECREATION & CULTURAL SERVICES FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED 2024-25 2025-26	
ESTIMATED REVENUES					
Property tax revenue	\$ 1,527,542	\$ 1,585,383	\$ 1,681,110	\$ 1,742,289	\$ 1,787,467
Donations	29,640	13,500	100,500	500	500
Interest income	(29,645)	16,092	8,460	7,144	7,702
Older adult program revenue	184,848	200,350	222,600	222,600	222,600
Other revenue	816	5,000	1,000	1,000	1,000
Program revenue	1,511,776	1,411,470	1,464,770	1,464,770	1,464,770
State sources	2,982	2,980	3,000	3,000	3,000
Transfers in	81,901	25,000	250,000	250,000	220,000
TOTAL ESTIMATED REVENUES	\$ 3,309,860	\$ 3,259,775	\$ 3,731,440	\$ 3,691,303	\$ 3,707,039
APPROPRIATIONS					
Personnel services	\$ 1,345,446	\$ 1,435,715	\$ 1,476,381	\$ 1,516,253	\$ 1,557,384
Supplies	90,619	128,860	90,250	90,250	90,250
Other services and charges	1,388,438	1,458,370	1,628,919	1,612,190	1,588,625
Capital outlay	91,417	273,410	1,103,890	536,610	494,780
TOTAL APPROPRIATIONS	\$ 2,915,920	\$ 3,296,355	\$ 4,299,440	\$ 3,755,303	\$ 3,731,039
NET OF REVENUES/APPROPRIATIONS - FUND 208	\$ 393,940	\$ (36,580)	\$ (568,000)	\$ (64,000)	\$ (24,000)
BEGINNING FUND BALANCE	808,499	1,202,439	1,165,859	597,859	533,859
ENDING FUND BALANCE	\$ 1,202,439	\$ 1,165,859	\$ 597,859	\$ 533,859	\$ 509,859

Fund balance as a percentage of total annual expenditures	41%	35%	14%	14%	14%
Ending Fund Balance (12% minimum)	\$ 349,910	\$ 395,563	\$ 515,933	\$ 450,636	\$ 447,725
Funds above / (below) 12% minimum	\$ 852,529	\$ 770,296	\$ 81,926	\$ 83,223	\$ 62,134
Ending Fund Balance (22% maximum)	\$ 641,502	\$ 725,198	\$ 945,877	\$ 826,167	\$ 820,829
Funds above / (below) 22% maximum	\$ 560,937	\$ 440,661	\$ (348,018)	\$ (292,308)	\$ (310,970)
Estimated Change in Fund Balance	49%	-3%	-49%	-11%	-4%

FINANCIAL SCHEDULES

TREE FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED	
				2024-25	2025-26
ESTIMATED REVENUES					
Interest income	\$ (69,110)	\$ 89,248	\$ 91,592	\$ 90,871	\$ 91,484
Donations	6,000	-	-	-	-
Other revenue	24,965	315,000	315,000	315,000	315,000
TOTAL ESTIMATED REVENUES	\$ (38,145)	\$ 404,248	\$ 406,592	\$ 405,871	\$ 406,484
APPROPRIATIONS					
Personnel services	\$ 83,482	\$ 88,578	\$ 92,745	\$ 90,950	\$ 93,608
Supplies	645	1,000	1,000	1,000	1,000
Other services and charges	573,301	588,670	488,847	488,861	588,876
Capital outlay	29,121	20,119	36,000	44,060	140,000
TOTAL APPROPRIATIONS	\$ 686,549	\$ 698,367	\$ 618,592	\$ 624,871	\$ 823,484
NET OF REVENUES/APPROPRIATIONS - FUND 209	\$ (724,694)	\$ (294,119)	\$ (212,000)	\$ (219,000)	\$ (417,000)
BEGINNING FUND BALANCE	3,685,392	2,960,698	2,666,579	2,454,579	2,235,579
ENDING FUND BALANCE	\$ 2,960,698	\$ 2,666,579	\$ 2,454,579	\$ 2,235,579	\$ 1,818,579
Fund balance as a percentage of total annual expenditures	431%	382%	397%	358%	221%
Ending Fund Balance (\$500,000 minimum)	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Funds above / (below) \$500,000 minimum	\$ 2,460,698	\$ 2,166,579	\$ 1,954,579	\$ 1,735,579	\$ 1,318,579
Estimated Change in Fund Balance	-20%	-10%	-8%	-9%	-19%

FINANCIAL SCHEDULES

DRAIN FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED 2024-25	PROJECTED 2025-26
ESTIMATED REVENUES					
Property tax revenue	\$ 2,553,455	\$ 2,664,644	\$ 2,812,022	\$ 2,914,447	\$ 2,990,086
State sources	4,879	4,900	4,900	4,900	4,900
Interest income	(15,591)	11,374	8,954	8,231	11,248
Other revenue	51,393	9,000	10,000	10,000	10,000
Transfers in	-	2,510,026	81,000	2,305,000	-
TOTAL ESTIMATED REVENUES	\$ 2,594,136	\$ 5,199,944	\$ 2,916,876	\$ 5,242,578	\$ 3,016,234
APPROPRIATIONS					
Personnel services	\$ 10,011	\$ -	\$ -	\$ -	\$ -
Other services and charges	912,638	1,269,899	1,374,116	1,374,218	1,374,324
Capital outlay	1,653,734	3,947,996	1,542,760	3,868,360	251,910
Transfers out	-	-	-	-	1,390,000
TOTAL APPROPRIATIONS	\$ 2,576,383	\$ 5,217,895	\$ 2,916,876	\$ 5,242,578	\$ 3,016,234
NET OF REVENUES/APPROPRIATIONS - FUND 210	\$ 17,753	\$ (17,951)	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	198	17,951	-	-	-
ENDING FUND BALANCE	\$ 17,951	\$ -	\$ -	\$ -	\$ -

Fund balance as a percentage of total annual expenditures

1% 0% 0% 0% 0%

Estimated Change in Fund Balance

8966% -100% 0% 0% 0%

RUBBISH COLLECTION FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED 2024-25	PROJECTED 2025-26
ESTIMATED REVENUES					
Interest income	\$ (172)	\$ -	\$ -	\$ -	\$ -
Licenses, permits & charges for services	2,101,767	2,165,000	2,230,000	2,297,000	2,365,000
TOTAL ESTIMATED REVENUES	\$ 2,101,595	\$ 2,165,000	\$ 2,230,000	\$ 2,297,000	\$ 2,365,000
APPROPRIATIONS					
Other services and charges	\$ 2,101,595	\$ 2,165,000	\$ 2,230,000	\$ 2,297,000	\$ 2,365,000
TOTAL APPROPRIATIONS	\$ 2,101,595	\$ 2,165,000	\$ 2,230,000	\$ 2,297,000	\$ 2,365,000
NET OF REVENUES/APPROPRIATIONS - FUND 210	\$ -	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	-	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -

Fund balance as a percentage of total annual expenditures

0% 0% 0% 0% 0%

Estimated Change in Fund Balance

0% 0% 0% 0% 0%

FINANCIAL SCHEDULES

FUND CLOSED AS OF JUNE 30, 2022

PEG CABLE FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED 2024-25	PROJECTED 2025-26
ESTIMATED REVENUES					
Interest income	\$ (197)	\$ -	\$ -	\$ -	\$ -
TOTAL ESTIMATED REVENUES	\$ (197)	\$ -	\$ -	\$ -	\$ -
APPROPRIATIONS					
Personnel services	\$ 225,399	\$ -	\$ -	\$ -	\$ -
Supplies	6,902	-	-	-	-
Other services and charges	56,480	-	-	-	-
TOTAL APPROPRIATIONS	\$ 288,781	\$ -	\$ -	\$ -	\$ -
NET OF REVENUES/APPROPRIATIONS - FUND 263	\$ (288,978)	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	288,978	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -

Fund balance as a percentage of total annual expenditures

0% 0% 0% 0% 0%

Estimated Change in Fund Balance

-100% 0% 0% 0% 0%

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED 2024-25	PROJECTED 2025-26
ESTIMATED REVENUES					
Federal grants	\$ 170,638	\$ 189,726	\$ 131,000	\$ 131,000	\$ 131,000
TOTAL ESTIMATED REVENUES	\$ 170,638	\$ 189,726	\$ 131,000	\$ 131,000	\$ 131,000
APPROPRIATIONS					
Other services and charges	\$ 155,552	\$ 170,000	\$ 131,000	\$ 131,000	\$ 131,000
TOTAL APPROPRIATIONS	\$ 155,552	\$ 170,000	\$ 131,000	\$ 131,000	\$ 131,000
NET OF REVENUES/APPROPRIATIONS - FUND 264	\$ 15,086	\$ 19,726	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	(34,812)	(19,726)	-	-	-
ENDING FUND BALANCE	\$ (19,726)	\$ -	\$ -	\$ -	\$ -

Fund balance as a percentage of total annual expenditures

-13% 0% 0% 0% 0%

Estimated Change in Fund Balance

-43% -100% 0% 0% 0%

FINANCIAL SCHEDULES

FORFEITURE FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED	
				2024-25	2025-26
ESTIMATED REVENUES					
Transfers in	\$ 256,880	\$ -	\$ 200,000	\$ 150,000	\$ 100,000
Fines and forfeitures	79,118	140,558	342,340	347,990	405,600
Other revenue	8,244	39,660	30,000	33,000	35,000
TOTAL ESTIMATED REVENUES	\$ 344,242	\$ 180,218	\$ 572,340	\$ 530,990	\$ 540,600
APPROPRIATIONS					
Supplies	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Other services and charges	484	940	-	-	-
Capital outlay	343,758	159,278	552,340	510,990	520,600
TOTAL APPROPRIATIONS	\$ 344,242	\$ 180,218	\$ 572,340	\$ 530,990	\$ 540,600
NET OF REVENUES/APPROPRIATIONS - FUND 266	\$ -	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	-	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -

Fund balance as a percentage of total annual expenditures

0%

0%

0%

0%

0%

Estimated Change in Fund Balance

0%

0%

0%

0%

0%

FUND CLOSED AS OF JUNE 30, 2022

AMERICAN RESCUE PLAN ACT (ARPA) FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED	
				2024-25	2025-26
ESTIMATED REVENUES					
Federal grants	\$ 324,050	\$ -	\$ -	\$ -	\$ -
TOTAL ESTIMATED REVENUES	\$ 324,050	\$ -	\$ -	\$ -	\$ -
APPROPRIATIONS					
Capital outlay	\$ 176,055	\$ -	\$ -	\$ -	\$ -
Other services and charges	147,995	-	-	-	-
TOTAL APPROPRIATIONS	\$ 324,050	\$ -	\$ -	\$ -	\$ -
NET OF REVENUES/APPROPRIATIONS - FUND 269	\$ -	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	-	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -

Fund balance as a percentage of total annual expenditures

0%

#DIV/0!

0%

0%

0%

Estimated Change in Fund Balance

0%

0%

0%

0%

0%

FINANCIAL SCHEDULES

LIBRARY FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED 2024-25	2025-26
ESTIMATED REVENUES					
Property tax revenue	\$ 3,059,011	\$ 3,188,169	\$ 3,348,890	\$ 3,472,434	\$ 3,566,693
Donations	1,035	3,500	3,000	3,000	3,000
Fines and forfeitures	106,510	106,424	102,000	102,000	102,000
Interest income	(73,649)	40,000	47,000	54,000	54,000
Other revenue	139,989	39,256	48,000	48,000	48,000
State sources	62,587	51,000	50,000	50,000	50,000
TOTAL ESTIMATED REVENUES	\$ 3,295,483	\$ 3,428,349	\$ 3,598,890	\$ 3,729,434	\$ 3,823,693
APPROPRIATIONS					
Personnel services	\$ 1,952,863	\$ 2,266,741	\$ 2,455,465	\$ 2,551,040	\$ 2,627,985
Supplies	702,565	649,900	699,500	693,500	689,700
Other services and charges	552,908	703,980	674,280	677,580	689,880
Capital outlay	18,957	95,412	47,000	155,000	157,000
TOTAL APPROPRIATIONS	\$ 3,227,293	\$ 3,716,033	\$ 3,876,245	\$ 4,077,120	\$ 4,164,565
NET OF REVENUES/APPROPRIATIONS - FUND 268	\$ 68,190	\$ (287,684)	\$ (277,355)	\$ (347,686)	\$ (340,872)
BEGINNING FUND BALANCE	2,495,312	2,563,502	2,275,818	1,998,463	1,650,777
ENDING FUND BALANCE	\$ 2,563,502	\$ 2,275,818	\$ 1,998,463	\$ 1,650,777	\$ 1,309,905

Fund balance as a percentage of total annual expenditures

79% 61% 52% 40% 31%

Estimated Change in Fund Balance

3% -11% -12% -17% -21%

LIBRARY CONTRIBUTION FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED 2024-25	2025-26
ESTIMATED REVENUES					
Donations	\$ 19,699	\$ 18,877	\$ 8,000	\$ 8,000	\$ 8,000
Interest income	(30,560)	22,500	22,500	22,500	22,500
TOTAL ESTIMATED REVENUES	\$ (10,861)	\$ 41,377	\$ 30,500	\$ 30,500	\$ 30,500
APPROPRIATIONS					
Supplies	\$ 23,723	\$ 40,058	\$ 38,500	\$ 38,500	\$ 38,500
Capital outlay	5,017	13,000	237,800	3,000	3,000
TOTAL APPROPRIATIONS	\$ 28,740	\$ 53,058	\$ 276,300	\$ 41,500	\$ 41,500
NET OF REVENUES/APPROPRIATIONS - FUND 269	\$ (39,601)	\$ (11,681)	\$ (245,800)	\$ (11,000)	\$ (11,000)
BEGINNING FUND BALANCE	1,695,656	1,656,055	1,644,374	1,398,574	1,387,574
ENDING FUND BALANCE	\$ 1,656,055	\$ 1,644,374	\$ 1,398,574	\$ 1,387,574	\$ 1,376,574

Fund balance as a percentage of total annual expenditures

5762% 3099% 506% 3344% 3317%

Estimated Change in Fund Balance

-2% -1% -15% -1% -1%

FINANCIAL SCHEDULES

STREET LIGHTING (WEST OAKS STREET) FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED 2024-25 2025-26	
ESTIMATED REVENUES					
Special assessments levied	\$ 7,529	\$ 7,529	\$ 7,529	\$ 7,529	\$ 7,529
TOTAL ESTIMATED REVENUES	\$ 7,529	\$ 7,529	\$ 7,529	\$ 7,529	\$ 7,529
APPROPRIATIONS					
Other services and charges	\$ 5,145	\$ 5,329	\$ 5,329	\$ 5,429	\$ 5,529
TOTAL APPROPRIATIONS	\$ 5,145	\$ 5,329	\$ 5,329	\$ 5,429	\$ 5,529
NET OF REVENUES/APPROPRIATIONS - FUND 854	\$ 2,384	\$ 2,200	\$ 2,200	\$ 2,100	\$ 2,000
BEGINNING FUND BALANCE	46,779	49,163	51,363	53,563	55,663
ENDING FUND BALANCE	\$ 49,163	\$ 51,363	\$ 53,563	\$ 55,663	\$ 57,663
Fund balance as a percentage of total annual expenditures	956%	964%	1005%	1025%	1043%

Estimated Change in Fund Balance	5%	4%	4%	4%	4%
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STREET LIGHTING (WEST LAKE DRIVE) FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED 2024-25 2025-26	
ESTIMATED REVENUES					
Special assessments levied	\$ 3,300	\$ 3,300	\$ 3,300	\$ 3,300	\$ 3,300
TOTAL ESTIMATED REVENUES	\$ 3,300	\$ 3,300	\$ 3,300	\$ 3,300	\$ 3,300
APPROPRIATIONS					
Other services and charges	\$ 3,158	\$ 3,300	\$ 3,250	\$ 3,300	\$ 3,350
TOTAL APPROPRIATIONS	\$ 3,158	\$ 3,300	\$ 3,250	\$ 3,300	\$ 3,350
NET OF REVENUES/APPROPRIATIONS - FUND 855	\$ 142	\$ -	\$ 50	\$ -	\$ (50)
BEGINNING FUND BALANCE	3,771	3,913	3,913	3,963	3,963
ENDING FUND BALANCE	\$ 3,913	\$ 3,913	\$ 3,963	\$ 3,963	\$ 3,913
Fund balance as a percentage of total annual expenditures	124%	119%	122%	120%	117%

Estimated Change in Fund Balance	4%	0%	1%	0%	-1%
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FINANCIAL SCHEDULES

STREET LIGHTING (TOWN CENTER STREET) FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED 2024-25	PROJECTED 2025-26
ESTIMATED REVENUES					
Special assessments levied	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
TOTAL ESTIMATED REVENUES	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
APPROPRIATIONS					
Other services and charges	\$ 21,014	\$ 21,700	\$ 21,700	\$ 22,300	\$ 23,000
TOTAL APPROPRIATIONS	\$ 21,014	\$ 21,700	\$ 21,700	\$ 22,300	\$ 23,000
NET OF REVENUES/APPROPRIATIONS - FUND 856	\$ 3,986	\$ 3,300	\$ 3,300	\$ 2,700	\$ 2,000
BEGINNING FUND BALANCE	19,977	23,963	27,263	30,563	33,263
ENDING FUND BALANCE	\$ 23,963	\$ 27,263	\$ 30,563	\$ 33,263	\$ 35,263

Fund balance as a percentage of total annual expenditures

114%

126%

141%

149%

153%

Estimated Change in Fund Balance

20%

14%

12%

9%

6%

Debt Service Funds

LIBRARY CONSTRUCTION DEBT FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED 2024-25	PROJECTED 2025-26
ESTIMATED REVENUES					
Property tax revenue	\$ 1,457,701	\$ 1,476,820	\$ 1,402,108	\$ 1,406,424	\$ 1,405,441
Interest income	1	100	100	100	100
State sources	10,609	10,600	10,600	10,600	10,600
TOTAL ESTIMATED REVENUES	\$ 1,468,311	\$ 1,487,520	\$ 1,412,808	\$ 1,417,124	\$ 1,416,141
APPROPRIATIONS					
Debt service	\$ 1,403,200	\$ 1,416,100	\$ 1,412,400	\$ 1,416,700	\$ 1,415,700
Other services and charges	432	420	408	424	441
TOTAL APPROPRIATIONS	\$ 1,403,632	\$ 1,416,520	\$ 1,412,808	\$ 1,417,124	\$ 1,416,141
NET OF REVENUES/APPROPRIATIONS - FUND 317	\$ 64,679	\$ 71,000	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	139,119	203,798	274,798	274,798	274,798
ENDING FUND BALANCE	\$ 203,798	\$ 274,798	\$ 274,798	\$ 274,798	\$ 274,798

Fund balance as a percentage of total annual expenditures

15%

19%

19%

19%

19%

Estimated Change in Fund Balance

46%

35%

0%

0%

0%

FINANCIAL SCHEDULES

Capital Project Funds

SPECIAL ASSESSMENT REVOLVING FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED	
				2024-25	2025-26
ESTIMATED REVENUES					
Interest income	\$ 82,946	\$ 105,420	\$ 80,000	\$ 66,000	\$ 52,000
TOTAL ESTIMATED REVENUES	\$ 82,946	\$ 105,420	\$ 80,000	\$ 66,000	\$ 52,000
APPROPRIATIONS					
Other services and charges	\$ 431	\$ 420	\$ -	\$ -	\$ -
TOTAL APPROPRIATIONS	\$ 431	\$ 420	\$ -	\$ -	\$ -
NET OF REVENUES/APPROPRIATIONS - FUND 235	\$ 82,515	\$ 105,000	\$ 80,000	\$ 66,000	\$ 52,000
BEGINNING FUND BALANCE	4,325,091	4,407,606	4,512,606	4,592,606	4,658,606
ENDING FUND BALANCE	\$ 4,407,606	\$ 4,512,606	\$ 4,592,606	\$ 4,658,606	\$ 4,710,606

Fund balance as a percentage of total annual expenditures

1022646%

1074430%

0%

0%

0%

Estimated Change in Fund Balance

2%

2%

2%

1%

1%

FINANCIAL SCHEDULES

CAPITAL IMPROVEMENT PROGRAM (CIP) FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED	
				2024-25	2025-26
ESTIMATED REVENUES					
Property tax revenue	\$ 3,985,024	\$ 4,126,924	\$ 4,376,793	\$ 4,536,818	\$ 4,655,213
Interest income	207	-	790	4,030	8,669
Donations	26,069	-	-	400,000	-
Other Revenue	3,004,450	-	-	-	-
TOTAL ESTIMATED REVENUES	\$ 7,015,750	\$ 4,126,924	\$ 4,377,583	\$ 4,940,848	\$ 4,663,882
APPROPRIATIONS					
Other services and charges	\$ 860	\$ 830	\$ 815	\$ 848	\$ 882
Debt service	156,824	285,594	128,378	3,000	-
Capital outlay	1,380,778	3,366,171	1,140,390	-	-
TOTAL APPROPRIATIONS	\$ 1,538,462	\$ 3,652,595	\$ 1,269,583	\$ 3,848	\$ 882
NET OF REVENUES/APPROPRIATIONS - FUND 400	\$ 5,477,288	\$ 474,329	\$ 3,108,000	\$ 4,937,000	\$ 4,663,000
BEGINNING FUND BALANCE	(10,298,640)	(4,821,352)	(4,347,023)	(1,239,023)	3,697,977
ENDING FUND BALANCE *	\$ (4,821,352)	\$ (4,347,023)	\$ (1,239,023)	\$ 3,697,977	\$ 8,360,977
Fund balance as a percentage of total annual expenditures	313%	119%	98%	96101%	947957%
Estimated Change in Fund Balance	53%	10%	71%	398%	126%

* The City has opted to borrow internally utilizing long-term capital reserve funds in lieu of formally issuing bonds in order to complete several significant projects in FY 2018-19 since it was determined to be the most beneficial way to handle the financing. Governmental accounting rules require this type of borrowing to be recorded on the balance sheet and not as revenue like it would if bonds were issued. This fund will continue to have a negative fund balance due to this accounting rule; therefore, a formal Deficit Elimination Plan will be filed with the State annually (as planned) until the loans are paid off over the life of the ten year levy (see the Debt Service section for internal borrowing schedules).

FINANCIAL SCHEDULES

GUN RANGE FACILITY FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED 2024-25	PROJECTED 2025-26
ESTIMATED REVENUES					
Licenses, permits & charges for services	\$ 152,360	\$ 70,000	\$ 70,000	\$ 71,000	\$ 72,000
Interest income	(6,394)	1,000	1,330	1,000	1,720
TOTAL ESTIMATED REVENUES	\$ 145,966	\$ 71,000	\$ 71,330	\$ 72,000	\$ 73,720
APPROPRIATIONS					
Capital outlay	\$ 6,211	\$ 24,000	\$ 24,330	\$ -	\$ 380,720
TOTAL APPROPRIATIONS	\$ 6,211	\$ 24,000	\$ 24,330	\$ -	\$ 380,720
NET OF REVENUES/APPROPRIATIONS - FUND 402	\$ 139,755	\$ 47,000	\$ 47,000	\$ 72,000	\$ (307,000)
BEGINNING FUND BALANCE	271,217	410,972	457,972	504,972	576,972
ENDING FUND BALANCE	\$ 410,972	\$ 457,972	\$ 504,972	\$ 576,972	\$ 269,972

Fund balance as a percentage of total annual expenditures

6617%

1908%

2076%

0%

71%

Estimated Change in Fund Balance

52%

11%

10%

14%

-53%

PEG CABLE - CAPITAL FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED 2024-25	PROJECTED 2025-26
ESTIMATED REVENUES					
Licenses, permits & charges for services	\$ 318,061	\$ 335,500	\$ 310,000	\$ 305,000	\$ 300,000
Interest income	(16,179)	1,500	1,180	2,000	2,000
TOTAL ESTIMATED REVENUES	\$ 301,882	\$ 337,000	\$ 311,180	\$ 307,000	\$ 302,000
APPROPRIATIONS					
Capital outlay	\$ -	\$ 20,000	\$ 15,180	\$ -	\$ -
TOTAL APPROPRIATIONS	\$ -	\$ 20,000	\$ 15,180	\$ -	\$ -
NET OF REVENUES/APPROPRIATIONS - FUND 463	\$ 301,882	\$ 317,000	\$ 296,000	\$ 307,000	\$ 302,000
BEGINNING FUND BALANCE	686,527	988,409	1,305,409	1,601,409	1,908,409
ENDING FUND BALANCE	\$ 988,409	\$ 1,305,409	\$ 1,601,409	\$ 1,908,409	\$ 2,210,409

Fund balance as a percentage of total annual expenditures

0%

6527%

10549%

0%

0%

Estimated Change in Fund Balance

44%

32%

23%

19%

16%

FINANCIAL SCHEDULES

Permanent Fund

DRAIN PERPETUAL MAINTENANCE FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED 2024-25	PROJECTED 2025-26
ESTIMATED REVENUES					
Interest income	\$ (141,487)	\$ 82,000	\$ 76,000	\$ 80,000	\$ 85,000
Tap-in fees	4,290	5,000	5,000	5,000	5,000
Transfers in	-	-	-	-	1,390,000
TOTAL ESTIMATED REVENUES	\$ (137,197)	\$ 87,000	\$ 81,000	\$ 85,000	\$ 1,480,000
APPROPRIATIONS					
Transfers out	\$ -	\$ 2,510,026	\$ 81,000	\$ 2,305,000	\$ -
TOTAL APPROPRIATIONS	\$ -	\$ 2,510,026	\$ 81,000	\$ 2,305,000	\$ -
NET OF REVENUES/APPROPRIATIONS - FUND 211	\$ (137,197)	\$ (2,423,026)	\$ -	\$ (2,220,000)	\$ 1,480,000
BEGINNING FUND BALANCE	6,987,209	6,850,012	4,426,986	4,426,986	2,206,986
ENDING FUND BALANCE	\$ 6,850,012	\$ 4,426,986	\$ 4,426,986	\$ 2,206,986	\$ 3,686,986

Fund balance as a percentage of total annual expenditures

0%

176%

5465%

96%

0%

Estimated Change in Fund Balance

-2%

-35%

0%

-50%

67%

Enterprise Funds

ICE ARENA FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED 2024-25	PROJECTED 2025-26
ESTIMATED REVENUES					
Program revenue	\$ 1,689,558	\$ 1,646,394	\$ 1,757,975	\$ 1,837,835	\$ 1,897,660
Interest income	(35,199)	25,274	11,498	11,004	11,098
Other revenue	117,167	119,400	120,000	125,400	129,400
TOTAL ESTIMATED REVENUES	\$ 1,771,526	\$ 1,791,068	\$ 1,889,473	\$ 1,974,239	\$ 2,038,158
APPROPRIATIONS					
Supplies	\$ 18,050	\$ 23,600	\$ 14,200	\$ 14,200	\$ 14,200
Other services and charges	1,689,555	1,299,598	1,397,243	1,416,539	1,429,788
Capital outlay	25,580	933,000	110,800	144,500	868,170
Debt service	35,120	509,870	533,230	-	-
TOTAL APPROPRIATIONS	\$ 1,768,305	\$ 2,766,068	\$ 2,055,473	\$ 1,575,239	\$ 2,312,158
NET OF REVENUES/APPROPRIATIONS - FUND 590	\$ 3,221	\$ (975,000)	\$ (166,000)	\$ 399,000	\$ (274,000)
BEGINNING FUND BALANCE	5,201,462	5,204,683	4,229,683	4,063,683	4,462,683
ENDING FUND BALANCE	\$ 5,204,683	\$ 4,229,683	\$ 4,063,683	\$ 4,462,683	\$ 4,188,683

Fund balance as a percentage of total annual expenditures

294%

153%

198%

283%

181%

Estimated Change in Fund Balance

0%

-19%

-4%

10%

-6%

FINANCIAL SCHEDULES

WATER AND SEWER FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED	
				2024-25	2025-26
ESTIMATED REVENUES					
Operating revenue	\$ 24,928,611	\$ 26,060,500	\$ 26,640,600	\$ 27,140,625	\$ 27,640,650
Capital contributions	1,163,815	1,260,000	1,100,000	1,100,000	1,100,000
Interest income	(921,329)	233,570	338,910	261,874	322,469
Other revenue	217,601	227,500	207,500	212,500	217,500
TOTAL ESTIMATED REVENUES	\$ 25,388,698	\$ 27,781,570	\$ 28,287,010	\$ 28,714,999	\$ 29,280,619
APPROPRIATIONS					
Personnel services	\$ 1,484,542	\$ 1,629,134	\$ 1,670,959	\$ 1,723,374	\$ 1,771,004
Supplies	72,236	84,143	82,500	82,500	82,500
Other services and charges	28,466,942	26,552,853	24,526,511	24,807,905	24,724,695
Capital outlay	5,340	26,596,213	24,007,040	4,641,220	7,492,420
TOTAL APPROPRIATIONS	\$ 30,029,060	\$ 54,862,343	\$ 50,287,010	\$ 31,254,999	\$ 34,070,619
NET OF REVENUES/APPROPRIATIONS - FUND 592	\$ (4,640,362)	\$ (27,080,773)	\$ (22,000,000)	\$ (2,540,000)	\$ (4,790,000)
BEGINNING FUND BALANCE	197,899,635	193,259,273	166,178,500	144,178,500	141,638,500
ENDING FUND BALANCE	\$ 193,259,273	\$ 166,178,500	\$ 144,178,500	\$ 141,638,500	\$ 136,848,500

Fund balance as a percentage of total annual expenditures

644%

303%

287%

453%

402%

Estimated Change in Fund Balance

-2%

-14%

-13%

-2%

-3%

SENIOR HOUSING FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED	
				2024-25	2025-26
ESTIMATED REVENUES					
Operating revenue	\$ 2,116,090	\$ 2,120,240	\$ 2,163,220	\$ 2,183,220	\$ 2,203,220
Donations	-	-	-	250,000	-
Interest income	(43,524)	13,019	14,065	13,704	13,784
Other revenue	27,810	20,400	23,200	23,300	23,400
TOTAL ESTIMATED REVENUES	\$ 2,100,376	\$ 2,153,659	\$ 2,200,485	\$ 2,470,224	\$ 2,240,404
APPROPRIATIONS					
Supplies	\$ 6,829	\$ 13,100	\$ 10,475	\$ 10,475	\$ 10,475
Other services and charges	1,243,421	905,211	876,521	904,621	959,500
Capital outlay	-	1,013,067	499,260	722,570	366,000
Debt service	93,489	949,411	1,038,229	1,035,558	1,032,429
TOTAL APPROPRIATIONS	\$ 1,343,739	\$ 2,880,789	\$ 2,424,485	\$ 2,673,224	\$ 2,368,404
NET OF REVENUES/APPROPRIATIONS - FUND 594	\$ 756,637	\$ (727,130)	\$ (224,000)	\$ (203,000)	\$ (128,000)
BEGINNING FUND BALANCE	6,752,978	7,509,615	6,782,485	6,558,485	6,355,485
ENDING FUND BALANCE	\$ 7,509,615	\$ 6,782,485	\$ 6,558,485	\$ 6,355,485	\$ 6,227,485

Fund balance as a percentage of total annual expenditures

559%

235%

271%

238%

263%

Estimated Change in Fund Balance

11%

-10%

-3%

-3%

-2%

FINANCIAL SCHEDULES

Internal Service Fund

SELF INSURANCE HEALTHCARE FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED 2024-25	PROJECTED 2025-26
ESTIMATED REVENUES					
Licenses, Permits, and Charges for Services	\$ 3,521,890	\$ 3,640,000	\$ 3,280,000	\$ 3,411,000	\$ 3,548,000
Interest income	(17,908)	5,000	2,000	4,000	7,000
Other revenue	263,505	1,200,000	420,000	445,000	467,000
TOTAL ESTIMATED REVENUES	\$ 3,767,487	\$ 4,845,000	\$ 3,702,000	\$ 3,860,000	\$ 4,022,000
APPROPRIATIONS					
Other services and charges	\$ 3,100	\$ 5,000	\$ 2,000	\$ 2,000	\$ 2,000
Personnel Services	3,115,725	4,440,000	4,000,000	3,618,000	3,740,000
TOTAL APPROPRIATIONS	\$ 3,118,825	\$ 4,445,000	\$ 4,002,000	\$ 3,620,000	\$ 3,742,000
NET OF REVENUES/APPROPRIATIONS - FUND 677	\$ 648,662	\$ 400,000	\$ (300,000)	\$ 240,000	\$ 280,000
BEGINNING FUND BALANCE	953,542	1,602,204	2,002,204	1,702,204	1,942,204
ENDING FUND BALANCE	\$ 1,602,204	\$ 2,002,204	\$ 1,702,204	\$ 1,942,204	\$ 2,222,204

Fund balance as a percentage of total annual expenditures

51%

45%

43%

54%

59%

Estimated Change in Fund Balance

68%

25%

-15%

14%

14%

Fiduciary Fund

RETIREE HEALTHCARE BENEFITS FUND

	ACTUAL 2021-22	ESTIMATED 2022-23	BUDGET 2023-24	PROJECTED 2024-25	PROJECTED 2025-26
ESTIMATED REVENUES					
Contributions-Employer	\$ 34,486	\$ -	\$ -	\$ -	\$ -
Interest income	(5,752,573)	2,770,000	2,300,000	2,402,000	2,570,000
Other revenue	5,021	-	-	-	-
TOTAL ESTIMATED REVENUES	\$ (5,713,066)	\$ 2,770,000	\$ 2,300,000	\$ 2,402,000	\$ 2,570,000
APPROPRIATIONS					
Personnel Services	\$ 1,110,896	\$ 1,245,100	\$ 1,248,000	\$ 1,297,000	\$ 1,350,000
Other services and charges	382,312	312,900	321,000	353,000	366,000
TOTAL APPROPRIATIONS	\$ 1,493,208	\$ 1,558,000	\$ 1,569,000	\$ 1,650,000	\$ 1,716,000
NET OF REVENUES/APPROPRIATIONS - FUND 710	\$ (7,206,274)	\$ 1,212,000	\$ 731,000	\$ 752,000	\$ 854,000
BEGINNING FUND BALANCE	39,568,187	32,361,913	33,573,913	34,304,913	35,056,913
ENDING FUND BALANCE	\$ 32,361,913	\$ 33,573,913	\$ 34,304,913	\$ 35,056,913	\$ 35,910,913

Fund balance as a percentage of total annual expenditures

2167%

2155%

2186%

2125%

2093%

Estimated Change in Fund Balance

-18%

4%

2%

2%

2%



CITY OF NOVI CITY COUNCIL
MAY 8, 2023

SUBJECT: Consideration of approval to award a unit price contract to Scodeller Construction, Inc., the lowest qualified bidder, for the Joint and Crack Seal Program in the estimated annual amount of \$250,000. The contract term is one year with two one-year renewal options.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

EXPENDITURE REQUIRED	\$ 250,000.00 Estimated
AMOUNT BUDGETED	\$ 100,000.00 Major Roads \$ 150,000.00 Local Roads \$ 250,000.00 Total
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	202-449.20-866.010 Major Roads 203-449.30-866.010 Local Roads

BACKGROUND INFORMATION:

This road maintenance program consists of joint sealing concrete roads and the overband crack sealing of asphalt roads with a liquid emulsion to limit water infiltration and prevent premature failures. This type of maintenance facilitates an overall improvement in quality of the City's roadways.

On March 23, following a public bid solicitation period, staff received and opened three bids. The lowest qualified bidder is Scodeller Construction, Inc. Staff recommends Scodeller's bid as being in the best interest of the City, as it is responsive, (i.e. Scodeller has complied with all requirements of the bidding instructions).

The roadways receiving joint and crack sealing treatments are determined through bi-annual inspection data as well as using the PASER system maintenance criteria.

RECOMMENDED ACTION: Approval to award a unit price contract to Scodeller Construction, Inc., the lowest qualified bidder, for the Joint and Crack Seal Program in the estimated annual amount of \$250,000. The contract term is one year with two one-year renewal options.

CITY OF NOVI
JOINT & CRACK SEALING PROGRAM - BID TABULATION
MARCH 23, 2023 11:00 A.M.

Company	Est. Quantity	Scodeller Construction		Michigan Joint Sealing		SJR Pavement	
		Unit Prices	Total	Unit Prices	Total	Unit Prices	Total
Item 1 - Overband Crack Seal (LBS)	75,000	\$ 1.42	\$ 106,500.00	\$ 1.85	\$ 138,750.00	\$ 1.83	\$ 137,250.00
Item 2 - Hot Poured Joint Sealant (LF)	75,000	\$ 0.98	\$ 73,500.00	\$ 0.92	\$ 69,000.00	n/a	no bid
Item 3 - Traffic Maintenance Control (days)	5	\$ 1.00	\$ 5.00	\$ 100.00	\$ 500.00	\$ 400.00	\$ 2,000.00
TOTAL BID			\$ 180,005.00		\$ 208,250.00		\$ 139,250.00
Exceptions			n/a		n/a		did not bid on item 2
Comments			n/a		n/a		n/a



**NOTICE - CITY OF NOVI
INVITATION TO BID**

JOINT AND CRACK SEALING PROGRAM

The City of Novi will receive sealed bids for **Joint and Crack Sealing Program** according to the specifications of the City of Novi.

Sealed bids will be received until **11:00 A.M.** prevailing Eastern Time, **March 23, 2023** at which time bids will be opened and read. Bids shall be addressed as follows 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 ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "JOINT AND CRACK SEALING PROGRAM BID" AND MUST BEAR THE NAME OF THE BIDDER.**

The City reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; to subdivide the award, 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
Finance Department

Notice Dated: March 2, 2023

NOTICE TO BIDDERS:

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



CITY OF NOVI
JOINT AND CRACK SEALING PROGRAM
INSTRUCTIONS TO BIDDERS

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

IMPORTANT DATES

Bid Issue Date	March 2, 2023
Last Date for Questions	Thursday, March 15, 2023 by 12:00 P.M. Please submit all questions via email to: Tracey Marzonie, Purchasing Department tmarzonie@cityofnovi.org
Response Due Date	Thursday, March 23, 2023 by 11:00 A.M.

QUESTIONS

Please email all questions to the staff member listed above. Please type the name of the bid in the subject line. If you type anything else in the subject line, your email may be deleted as spam.

BID SUBMITTALS

Provide **one (1)** unbound signed bid marked as ORIGINAL. 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 BID/ADDENDUM

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, 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 staff member indicated 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 subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda is 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.

SUBMISSION OF BID

Bids must be submitted in a sealed envelope, box, or package, and clearly marked with: ITB Title, Deadline, Respondent's name, address, phone, fax, and contact name. Failure to do so may result in a premature opening or failure to open such proposal.

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. The Clerk's Department time stamp will determine the official receipt time. 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 a bid opening for its own convenience.

All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the bid. Bids must be signed by an Authorized Representative of the submitting Company on the enclosed form. Bids must show unit and total prices if requested. In case of mistakes in price extension, unit pricing shall govern.

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.

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

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

Any samples, CDs, DVDs or any other items submitted with your bid will not be returned to the contractor.

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.

USE OF THE CITY LOGO IN YOUR BID OR IN ANY OTHER MANNER IS PROHIBITED.

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/proposer 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 Purchasing Manager 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.

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. Any exceptions to the specifications must be noted on the bid form.

EXCEPTIONS

The City will not accept changes or exceptions to the bid 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 bid 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 bid documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation; will be most advantageous to the City of Novi. Qualifications, experience, references, comparable projects, price, previous experience with vendor/contractor, delivery, and other factors will be considered in the evaluation process and award of contract. 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.

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

The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

GENERAL CONDITIONS

INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful bidder prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

TAX EXEMPTION

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.

FREIGHT CHARGES/SHIPPING/HANDLING

All bid pricing is to be quoted as F.O. B. destination.

DOWN-PAYMENTS OR PRE-PAYMENTS

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

INVOICING

Contractor will submit invoices to the City only after the work has been completed. Contractor shall email invoice to: mwiktorowski@cityofnovi.org. Payment shall only be approved after the Field Operations Senior Manager, or their designee has completed the inspection and review.

PAYMENT

By submitting a bid, contractor understands that the City will make the effort to make payment within 30 days, but cannot guarantee payments within 30 days. All payments must be approved by City Council which generally holds meetings on the first & third Monday of each month. However, there are occasions when they hold meetings on different days or may go 3 weeks between meetings.

CONTRACT RENEWAL

No contract shall be automatically renewed at the end of any contract term.

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.

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.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful bidder will be prohibited from assigning, transferring, converting, or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

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 bidder'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.

MATERIAL SAFETY DATA SHEETS (MSDS)

All City of Novi purchases require a Material Safety Data Sheet, ("MSDS"), where applicable, in compliance with MIOSHA "Right To Know" law. The MSDS must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:

- a) The potential for fire, explosion, corrosivity, and reactivity.
 - b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - c) The primary routes of entry and symptoms of overexposure.
- 3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - 4. The emergency procedure for spills, fire, disposal, and first aid.
 - 5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
 - 6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

INDEPENDENT PRICE DETERMINATION

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

- (a) The prices in the proposal 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 proposal for the purpose of restricting competition.

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



CITY OF NOVI
JOINT AND CRACK SEALING PROGRAM
SPECIFICATIONS

BACKGROUND

The City of Novi Department of Public Works is requesting bids to perform joint sealing (concrete roads) and overband crack sealing (HMA roads) throughout the City. The successful bidder shall have significant experience with similar crack treatment projects.

The amount remaining in the budget for work to be done by June 30, 2023 is \$74,000. The City generally budgets around \$250,000 for this work for each fiscal year (which runs from July 1st through June 30th). There is no guaranteed amount that will be budgeted each fiscal year. Additional work may be awarded based on contractors' performance and bandwidth.

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 begin around April 15, 2023 and end on June 30, 2024. *Upon mutual consent of the City of Novi and the successful contractor*, the contract may be renewed two (2) times in one (1) year increments.

SCOPE

A brief scope of the project includes the following items:

1. Overband crack filling to be performed in general conformance with 2020 MDOT Standard Specifications for Construction, Section 502, or as otherwise specified herein.
2. Resealing Joints with hot-poured rubber to be performed in general conformance with 2020 MDOT Standard Specifications for Construction, Section 602, or as otherwise specified herein.
3. The accepted bids shall encompass all labor, equipment and materials required to complete the scope. All work shall comply with the City of Novi Code of Ordinances.
4. All authorized work shall be completed within 45 calendar days, unless otherwise directed.

SPECIFICATIONS

1. Overband Crack Fill:

- A. Clean cracks in existing HMA pavement and remove existing damaged or deteriorating overband, loose dirt, vegetation, and foreign material. Furnish and use a compressed air system that produces a continuous, high-volume, high-pressure stream of clean dry air that can produce a minimum of 100 psi and continuous 150 cfm air flow.
- B. Provide a melter applicator consisting of a boiler kettle equipped with pressure pump, hose, and applicator wand. Equip the hose with shutoff control. Place a mechanical full-sweep agitator in the kettle to provide continuous blending. Equip the unit with thermometers to monitor the material temperature and heating oil temperature. Provided thermostatic controls that allow the operator to regulate material temperature up to 425 deg. F.
- C. When using field mixed material, add the polyester fibers to the polymer modified asphalt cement and thoroughly mix in the kettle. Do not exceed 400 deg F in the field mix or prepackaged material.
- D. Apply the material by either a wand followed by a "V" or "U" shaped squeegee or a round application head having a concave underside. Apply 4 inches wide for standard coverage. Apply sealant at a thickness of 1/8 to 3/16 inch. Apply to dry and thoroughly cleaned cracks. Fill all visible cracks in the roadbed. Shall not drag the wand from crack to crack, creating excessive covering.
 - 1. Place material when the pavement temperature is 40 deg F or greater.
 - 2. Do not place material if moisture is present in the crack.
- E. The Contractor shall not overband areas that are heavily damaged.
- F. Apply de-tackifying solution or approved alternate to protect the uncured crack treatment material from tracking. Do not permit traffic on the overband crack filler until de-tackifying solution has been applied or the material has cooled sufficiently to prevent tracking by vehicle tires.
- G. The completed work as measured for Overband Crack Fill will be paid for at the contract unit price for the following contract item (pay item):

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Overband Crack Fill	Pound

Overband crack fill shall be measured by the pound of material used.

H. The contract unit price shall be payment in full for all labor, materials, and equipment necessary to seal all exposed cracks and joints in the HMA pavement.

2. Resealing Concrete Joints with Hot-Poured Rubber

The completed work as measured for RESEALING CONCRETE JOINTS WITH HOT-POURED RUBBER will be paid for at the contract unit prices for the following contract items (pay items):

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Resealing Joints with Hot-Poured Rubber	linear Foot

- A. Resealing joints with hot-poured rubber shall be measured by the linear foot from end to end of the joint.
- B. The contract unit price shall be payment in full for all labor, materials, and equipment necessary to seal longitudinal and transverse joints with hot-poured rubber. Cleaning and removal of existing joint material prior to resealing the joint shall be considered incidental to the joint repair.
- C. Backer rod shall be used to control the sealant depth and to allow for thorough contact of the sealant to joint walls after tooling.
- D. Joints shall be filled using the flush-filled technique, in which the hot poured sealant is flush with the pavement surface.

3. Traffic Maintenance and Control:

During the progress of the work, the Contractor shall accommodate both vehicular and pedestrian traffic.

- A. Traffic control will be required on all roadways classified as "Majors" or as directed by the City.
- B. The completed work as measured for Traffic Maintenance and Control will be paid for at the contract unit price for the following contract item (pay item):

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Traffic Maintenance and Control	Day

- C. Traffic control will be measured on a per day basis, per day of actual work performed requiring traffic control, as directed by the City, for work performed on non-local roads.
- D. A non-local road is defined as a two-lane, medium-volume road.

CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall understand that scheduling of work with the Department of Public Works constitutes a vital condition of the contract agreement as it is the primary goal of the City to ensure the crack / joint sealing of all City streets scheduled for crack/joint sealing be done in such a manner so as to minimize both inconvenience to the public and disruption of the normal flow of traffic.
- B. The scheduling of the locations of the work to be done shall be dictated by the Department of Public Works, and no work shall begin until approved by the DPW Director, or his designee.
- C. 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 ensure the safety of the Contractor's staff and equipment as well as the safety of the motoring public.
- D. Prior to application of crack sealing, it shall be the Contractor's responsibility that the pavement surfaces are clean, dry, and free of all foreign materials.
- E. The City of Novi reserves the right to inspect the Bidder's equipment before making an award of the bid.
- F. The Contractor shall be responsible for the appearance, conduct, discipline, and supervision of all his employees involved in the service.
- G. 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.
- H. The Contractor shall report to the designated City representative daily through e-mail by 9:00 am with a completed work summary of the previous day and its schedule for the present day. City staff will inspect all locations that were completed as indicated in email to confirm the work has been done.
- I. The Contractor is responsible for always maintaining traffic. Sealing is to be done in such a manner to minimize inconvenience to the public and disruption of the normal flow of traffic. Main road intersections shall not be crack sealed before 9:00 a.m. or after 3:00 p.m., Monday - Friday. The Contractor may perform the contracted work during evening/overnight hours with the consent of the city. All safety equipment (signs, cones, etc.) shall be removed from the work zone at the end of shift.

- J. 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".
- K. The Contractor shall have thirty (30) calendar days to complete the work once the City has authorized said work.



**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 West 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.

CONTRACT FOR JOINT AND CRACK SEALING 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.

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

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

Payment. The City agrees to pay the Contractor based on unit pricing included in Exhibit A after satisfactory completion of the work and receipt of an invoice for the completed work from the Contractor, accompanied by a sworn statement and full unconditional waivers of lien, confirming that all subcontractors and any material suppliers have been paid in full. The City will attempt, but cannot guarantee, payment within 30 days due to the fact that all payments must be approved by City Council at Council meetings. By signing this contract, contractor accepts these conditions.

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.

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.

SAMPLE AGREEMENT

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

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

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

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

Date: _____

CONTRACTOR

By:
Its:

Date: _____



cityofnovi.org

**CITY OF NOVI
BID FORM**

JOINT AND CRACK SEALING PROGRAM

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

No.	Description	Unit	Estimated Quantity	Unit Price	Total
1	Overband Crack Seal	Per LBS	75,000	\$ 1.42	\$ 106,500
2	Hot-Poured Joint Sealant	Per LF	75,000	\$ 0.98	\$ 73,500
3	Traffic Maintenance Control (Major Roads)	Per Day	5	\$ 1.00	\$ 5.00
TOTAL BID PRICE					\$ 180,005

Unit Prices:

Unit prices prevail. The City of Novi Purchasing Department will correct all extension errors.

EXCEPTIONS TO SPECIFICATIONS (all exceptions must be indicated here):

No exceptions

COMMENTS:

We acknowledge receipt of the following Addenda:

N/A

(Please indicate numbers)

NON-IRAN LINKED BUSINESS

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

THIS BID SUBMITTED BY:

Company (Legal Registration) Scodeller Construction Inc.

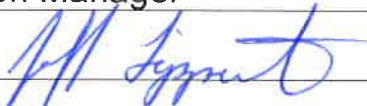
Address 51722 Grand River Ave

City Wixom State MI Zip 48393

Telephone 248-374-1102 Fax 248-374-1109

Representative's Name (please print) Jeff Lippert

Representative's Title Division Manager

Representative's Signature 

E-mail jeff@scodeller.com

Date 03/23/2023





CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

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

Name of Firm Scodeller Construction Inc.
Address: 51722 Grand River Ave
City, State Zip Wixom, MI 48393
Telephone 248-374-1102 Fax 248-374-1109
Mobile 248-787-1461
Agent's Name (please print) Jeff Lippert
Agent's Title Division Manager
Email Address: jeff@scodeller.com
Website N/A

1. Organizational structure: Corporation, Partnership, etc. Corporation
2. Firm established: 1985 Years in business: 38 Years
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No X Yes _____ Reason: _____
4. Under what other or former names has your organization operated?
None
5. How many full-time employees? 100 Part time? _____
6. Are you able to provide insurance coverage as required by this bid? Yes
7. 24/7 Emergency Telephone Number 248-787-1461
8. Provide your procedure for handling night & weekend calls.
The Foreman that is working on the job will have his phone on him on the weekend or at night.
9. List the scope of services (type of work) you are able to perform.
Joint and Crack sealing of new/old concrete and asphalt

10. List any professional licenses/certifications you/your employees have obtained that would be applicable to this contract.

N/A

11. Provide a list of employees and all other professional staff to be assigned to this contract. Include name, title, license number, years of experience, full/part time, on-call availability, qualifications, and experience.

Brian Polyle - Foreman, 30+ years experience, Full Time, can be on-call when he needs to be, has been in the joint & crack sealing industry for over 30 years

Mario Garcia - Foreman, 25+ years experience, Full Time, can be on-call when he needs to be, has been in the joint & crack sealing industry for over 25 years

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

See Equipment List

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, and value of contract.

See Attached Documents

14. Has this company ever had a contract canceled either due to default or failure to perform the work? NO If yes, please describe: _____

15. **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 City of Novi
Address 45175 Ten Mile Rd, Novi MI 48375
Phone 248-343-8776 Contact name Jeff VanCurler
Describe the work Joint + Crack seal of Local + Major concrete roads in 2022

Company City of Troy
Address 500 W Big Beaver Rd, Troy MI 48064
Phone 586-615-6780 Contact name Antonio Cicchetti
Describe the work Paint + Crack seal of Local + Major asphalt roads in 2022

Company City of Riverview
Address 17700 Fort Street, Riverview, MI 48193
Phone 734-285-7510 Contact name Souheil Sabak
Describe the work Joint & crack seal of Local & Major
Concrete roads in 2020

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

No ☒ Yes ☐

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

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: 

Representative's Name (please print) Jeff Lippert

Date 03/23/2023



Equipment List

- 21 Pavement Routers
- 9 Concrete Random Crack Saws
- 9 Tractor Joint Plows/Blowers
- 9 Self Powered Riding Concrete Saws
- 10 185 CFM Air Compressor and Blasting Unit – Truck mounted
- 5 50 Gallon Silicone Pumps
- 4 Recirculating Air Vacuum Sweepers
- 10 200 to 400 Gallon Melter/Applicators – Truck Mounted
- 15 800 to 1,000 Gallon Melter/Applicators – Truck Mounted
- Multiple Traffic and Support Vehicles

2023 PROJECT REFERENCES

Project: 2023 DTW Joint Seal & Spall Repair

Owner: Wayne County Airport Auth.

Contact Person: Ken Arnett

Phone: (734) 626 1297

Contract Amount: \$750,000.00

Percent (%) Complete 0%

Completion Date: Sep-23

Project: 2023 Willow Run Crack Sealing

Owner: Wayne County Airport Auth.

Contact Person: Joe Galea

Phone: (734) 576-9570

Contract Amount: \$100,000.00

Percent (%) Complete 0%

Completion Date: Jul-23

Project: 2023 Joint Seal & Spall Repair

Owner: Gerald Ford Airport Authority

Contact Person: Rory Wolters

Phone: (616) 233-6068

Contract Amount: \$170,000.00

Percent (%) Complete 0%

Completion Date: Jul-23

Project: Toledo-Lucas Cargo Apron Project

Owner: Toledo-Lucas County Port Authority

Contact Person: Russell Boroski

Phone: (419) 921-9139

Contract Amount: \$736,187.00

Percent (%) Complete 0%

Completion Date: May-23

Project: 2023 City of Troy Rout & Seal

Owner: City of Troy

Contact Person: Zach Haapala

Phone: (248) 524-3403

Contract Amount: \$50,000.00

Percent (%) Complete 0%

Completion Date: Jun-23

Project: 2023 Lansing Joint Seal & Spall Repair

Owner: Lansing Capital Airport Auth.

Contact Person: Ron O'Neil

Phone: (517) 213-9792

Contract Amount: \$125,000.00

Percent (%) Complete 0%

Completion Date: Jul-23

SCODELLER CONSTRUCTION, INC.

CONSENT RESOLUTIONS OF THE ANNUAL MEETING OF THE BOARD OF DIRECTORS

I, the undersigned, being the sole Director of **SCODELLER CONSTRUCTION, INC.**, a Michigan corporation (the "Corporation"), hereby waive the necessity of notice and holding of the annual meeting of the Board of Directors of the Corporation and in its stead I adopt for the fiscal year ending December 31, 2022, the following:

RESOLVED, that the following persons are elected to the offices set forth beside his name, to serve until the next annual meeting of the Board of Directors and until the election and qualification of their respective successors (or until the effective date of their resignation, or removal with or without cause by the Board of Directors):

President:	Peter D. Scodeller
Vice President:	Edward S. Dwyer
Secretary:	Matthew P. Sharkey
Treasurer:	Peter D. Scodeller

RESOLVED, that the Board of Directors hereby ratifies, affirms and approves all acts of the Officers on behalf of the corporation during the current fiscal year.

RESOLVED, that Peter D. Scodeller will have such legal authority as was previously given to him as the director and/or an officer of the Corporation.

RESOLVED, that Peter D. Scodeller shall have authority to sign checks drawn on accounts owned and maintained by the Corporation.

RESOLVED, that Edward S. Dwyer shall have authority to sign checks drawn on accounts owned and maintained by the Corporation.

RESOLVED, that Peter D. Scodeller will have sole authority on behalf of the Corporation to secure loans and lines of credit from financial institutions and lenders.

RESOLVED, that Peter D. Scodeller will have authority to enter into and renew leases on behalf of the Corporation.

RESOLVED, that Peter D. Scodeller shall solely determine what bonus or bonuses shall be paid to others, if any, employed by the Corporation.

RESOLVED, that Peter D. Scodeller shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

RESOLVED, that Edward S. Dwyer shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

RESOLVED, that Matthew Sharkey shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

RESOLVED, that Jeff Lippert shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

RESOLVED, that Jeff Stover shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

RESOLVED, that Al Wieging shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

RESOLVED, that Matthew Sharkey shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

RESOLVED, that Jeff Lippert shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

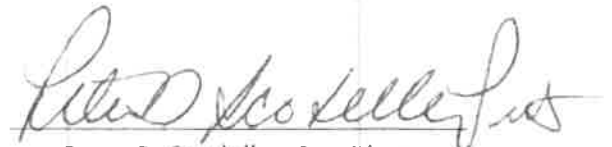
RESOLVED, that Jeff Stover shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

RESOLVED, that Al Wieging shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

RESOVLED, that the Secretary of the Corporation shall make the original of this content part of the official minutes of the Corporation.

Dated as of:

December 31, 2022



Peter D. Scodeller, President



SAFETY DATA SHEET

Page 1 of 2

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

Product:	3405	Part Number:	4215000
Manufacturer:	W. R. MEADOWS, INC.	Address:	300 Industrial Drive
Telephone:	(847) 214-2100		Hampshire, Illinois 60140
Revision Date:	12/5/2018	In case of emergency, dial (800) 424-9300 (CHEMTREC)	
Product Use:	Hot-Applied Joint Sealant		

SECTION 2: HAZARDS IDENTIFICATION/EXPOSURE LIMITS

HMIS		HAZARD STATEMENTS
 Health 	 1 	WARNING!
 Flammability 	 1 	Heated material will cause severe burns.
 Reactivity 	 0 	Causes skin irritation.
 Personal Protection 	 1 	PRECAUTIONARY STATEMENTS
		Avoid direct contact with heated material.
		Avoid inhalation of fumes.



SECTION 3: HAZARDS COMPONENTS

<u>Chemical Name:</u>	<u>CAS Number</u>	<u>% by Weight</u>	<u>SARA 313</u>	<u>Vapor Pressure (mm Hg@20°C)</u>	<u>LEL (@25°C)</u>
1. Petroleum Asphalt	8052-42-4	50-55	No	N/A	N/A
2. Petroleum Oil Base Stock	64742-65-0	5-10	No	N/A	0.9
3. Limestone	1317-65-3	25-30	No	N/A	N/A

Under the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1966 (SARA) and 40 CFR Part 372, chemicals listed on the 313 List (40 CFR Part 373.65) are identified under the heading "SARA 313." N/A = Not Applicable

SECTION 4: EMERGENCY AND FIRST AID PROCEDURES

EYE CONTACT: Not expected to be an exposure route as supplied. If contact with molten material occurs, seek immediate medical attention.

SKIN CONTACT: Wash affected areas with soap and water if available. If contact with hot, molten material occurs, cool affected area with water. Do not attempt to remove congealed solid. Do not use petroleum solvents to remove solids adhered to skin. Seek immediate medical attention.

INHALATION: Not expected to be an exposure route as supplied. If irritation occurs due to exposure to fumes produced by hot molten product, move victim from exposure source and treat symptomatically. If symptoms persist, seek medical attention.

INGESTION: Not expected to be an exposure source.

MOST IMPORTANT SYMPTOMS/EFFECTS, ACUTE AND CHRONIC: See Section Eleven for Symptoms/Effects.

SECTION 5: FIRE AND EXPLOSIVES HAZARDS

FLASHPOINT: Not applicable; product is a solid.

EXTINGUISHING MEDIA: Water fog, foam, dry chemical.

CHEMICAL/COMBUSTION HAZARDS: Oxides and compounds of nitrogen/sulfur, carbon monoxide/dioxide, and incomplete combustion products.

PRECAUTIONS/PERSONAL PROTECTIVE EQUIPMENT: Avoid smoke inhalation. Hot material may spatter if hit by a direct stream of water. Use appropriate personal protective equipment.

SECTION 6: ACCIDENTAL RELEASE MEASURES

SPILL OR LEAK PROCEDURES: Not applicable. Product is a solid. If molten material is spilled avoid direct contact, allow material to cool and landfill dispose.

SECTION 7: HANDLING AND STORAGE

SAFE HANDLING PROCEDURES: Avoid direct contact.

SAFE STORAGE: Prevent job-site damage.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

<u>Chemical Name:</u>	<u>OSHA</u>				<u>ACGIH</u>			
	<u>PEL</u>	<u>PEL/CEILING</u>	<u>PEL/STEL</u>	<u>SKIN</u>	<u>TLV</u>	<u>TLV/CEILING</u>	<u>TLV/STEL</u>	<u>SKIN</u>
1. Petroleum Asphalt	5 mg/m ³ *	N/E	N/E	No	0.5 mg/m ³ *	N/E	N/E	N/E
2. Petroleum Oil Base Stock	N/E	N/E	N/E	No	5 mg/m ³ +	N/E	N/E	N/E
3. Limestone	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A

*: Asphalt Fumes +: Mineral Oil Mist in Air N/E: Not Established

SAFETY DATA SHEET

Date of Preparation: 12/5/18		Page 2 of 2	4215000
<i>Section 8 continued</i>			
ENGINEERING CONTROLS: None required under normal use conditions.			
PERSONAL PROTECTIVE EQUIPMENT: Safety glasses, chemical-resistant gloves.			
SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES			
BOILING POINT: N/A	VAPOR DENSITY: N/A	% VOLATILE BY VOLUME: N/A	
EVAPORATION RATE: N/A	pH LEVEL: N/A	% VOLATILE BY WEIGHT: N/A	
WEIGHT PER GALLON: N/A	PRODUCT APPEARANCE: Black Solid	VOC CONTENT: N/A	
ODOR: None	ODOR THRESHOLD: N/D	MELTING/FREEZING POINT: N/D	
FLASH POINT: See Section 5	FLAMMABILITY: N/D	UEL/LEL: N/D	
VAPOR PRESSURE: N/D	RELATIVE DENSITY: N/D	SOLUBILITY: N/D	
PARTITION COEFFICIENT: N/D	AUTOIGNITION TEMPERATURE: N/D	DECOMPOSITION TEMPERATURE: N/D	
VISCOSITY: N/D		N/D: Not Determined	
SECTION 10: STABILITY/REACTIVITY			
STABILITY: Stable.		HAZARDOUS POLYMERIZATION: Will not occur.	
CONDITIONS AND MATERIALS TO AVOID: None recognized.			
HAZARDOUS DECOMPOSITION PRODUCTS: None recognized.			
SECTION 11: TOXICOLOGICAL INFORMATION			
EYE CONTACT: Direct contact may cause mild irritation. Contact with heated material may cause severe burns.			
SKIN CONTACT: Direct contact may cause slight skin irritation. Contact with heated material may cause severe burns.			
INHALATION: Not anticipated to be an exposure route. Heated material may emit fumes. Exposure to fumes may result in respiratory irritation.			
INGESTION: Not anticipated to be an exposure route.			
SIGNS AND SYMPTOMS: Symptoms of eye irritation include tearing, reddening, and swelling. Symptoms of skin irritation include redness and swelling. Gastrointestinal irritation symptoms include nausea, vomiting, and abdominal discomfort. Symptoms of respiratory irritation include runny nose, sore throat, coughing, chest discomfort, shortness of breath, and reduced lung function.			
AGGRAVATED MEDICAL CONDITIONS: Pre-existing skin, eye, and respiratory disorders may be aggravated by exposure to this product.			
OTHER HEALTH EFFECTS: ACGIH Classifies asphalt as <i>Not Classifiable as a Human Carcinogen; A4</i> .			
SECTION 12: ECOLOGICAL INFORMATION			
ECOTOXICITY: N/E	DEGRADABILITY: N/E	BIOACCUMULATIVE POTENTIAL: N/E	
SOIL MOBILITY: N/E	OTHER ADVERSE EFFECTS: None Recognized		
SECTION 13: WASTE DISPOSAL INFORMATION			
WASTE DISPOSAL INFORMATION: Landfill disposal.			
SECTION 14: TRANSPORTATION INFORMATION			
HAZARDOUS/NON-HAZARDOUS MATERIAL: Not regulated by DOT.			
UN NUMBER: None.	HAZARD CLASS: N/A	PACKING GROUP: N/A	
UN PROPER SHIPPING NAME: N/A			
ENVIRONMENTAL HAZARDS: None recognized.			
BULK TRANSPORTATION INFORMATION: None.			
SPECIAL PRECAUTIONS: None.			
SECTION 15: REGULATORY INFORMATION			
OTHER REGULATORY CONSIDERATIONS: None recognized.			
SECTION 16: OTHER INFORMATION			
PREPARATION DATE:	12/5/2018		
PREPARED BY:	Dave Carey		

The information contained herein is based on the data available to us and is believed to be correct. However, we make no warranty, expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof. We assume no responsibility for injury from the use of this product described herein.



SAFETY DATA SHEET

Page 1 of 3

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

Product: 1190 **Part Number:** 4225000
Manufacturer: W. R. Meadows, Inc. **Address:** 300 Industrial Drive
Hampshire, Illinois 60140
Telephone: (847) 214-2100 **In case of emergency, dial (800) 424-9300 (CHEMTREC)**
Revision Date: 11/4/2022
Product Use: Hot-Applied Joint Sealant

SECTION 2: HAZARDS IDENTIFICATION/EXPOSURE LIMITS

HMIS
Health	1
Flammability	1
Reactivity	0
Personal Protection	

HAZARD STATEMENTS
WARNING!
Heated material will cause severe burns.
Causes skin irritation. (Category 2)
May be harmful if inhaled. (Category 5)
PRECAUTIONARY STATEMENTS
Avoid direct contact with heated material.
Avoid inhalation of fumes.



SECTION 3: HAZARDOUS COMPONENTS

<u>Chemical Name:</u>	<u>CAS Number</u>	<u>% by Weight</u>	<u>SARA 313</u>	<u>Vapor Pressure (mm Hg@20°C)</u>	<u>LEL (@25°C)</u>
1. Petroleum Asphalt	8052-42-4	55-60	No	N/A	N/A
2. Petroleum Oil Base Stock	64742-65-0	5-10	No	N/A	0.9
3. Limestone	1317-65-3	20-25	No	N/A	N/A

N/A: Not Applicable

Under the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1966 (SARA) and 40 CFR Part 372, chemicals listed on the 313 List (40 CFR Part 373.65) are identified under the heading "SARA 313."

SECTION 4: EMERGENCY AND FIRST AID PROCEDURES

EYE CONTACT: Not expected to be an exposure route as supplied. If contact with molten material occurs, seek immediate medical attention.

SKIN CONTACT: Wash affected areas with soap and water if available. If contact with hot, molten material occurs, cool affected area with water. Do not attempt to remove congealed solid. Do not use petroleum solvents to remove solids adhered to skin. Seek immediate medical attention.

INHALATION: Not expected to be an exposure route as supplied. If irritation occurs due to exposure to fumes produced by hot molten product, move victim from exposure source and treat symptomatically. If symptoms persist, seek medical attention.

INGESTION: Not expected to be an exposure source.

MOST IMPORTANT SYMPTOMS/EFFECTS, ACUTE AND CHRONIC: See Section Eleven for Symptoms/Effects.

SECTION 5: FIRE AND EXPLOSIVES HAZARDS

FLASHPOINT: Not applicable; product is a solid.

EXTINGUISHING MEDIA: Water fog, foam, dry chemical.

CHEMICAL/COMBUSTION HAZARDS: Oxides and compounds of nitrogen/sulfur, carbon monoxide/dioxide, and incomplete combustion products.

PRECAUTIONS/PERSONAL PROTECTIVE EQUIPMENT: Avoid smoke inhalation. Hot material may spatter if hit by a direct stream of water. Use appropriate personal protective equipment.

SECTION 6: ACCIDENTAL RELEASE MEASURES

SPILL OR LEAK PROCEDURES: Not applicable. Product is a solid. If molten material is spilled, avoid direct contact. Allow material to cool and landfill dispose.

SAFETY DATA SHEET

Date of Preparation: 11/4/22 Page 2 of 3 4225000

SECTION 7: HANDLING AND STORAGE

SAFE HANDLING PROCEDURES: Avoid direct contact.

SAFE STORAGE: Prevent job-site damage.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Chemical Name:	OSHA				ACGIH			
	PEL	PEL/CEILING	PEL/STEL	SKIN	TLV	TLV/CEILING	TLV/STEL	SKIN
1. Petroleum Asphalt	5 mg/m ³ *	N/E	N/E	No	0.5 mg/m ³ *	N/E	N/E	N/E
2. Petroleum Oil Base Stock	N/E	N/E	N/E	No	5 mg/m ³ +	N/E	N/E	N/E
3. Limestone	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A

*: Asphalt Fumes

+: Mineral Oil Mist in Air

N/A = Not Applicable

N/E: Not Established

ENGINEERING CONTROLS: None required under normal use conditions.

PERSONAL PROTECTIVE EQUIPMENT: Safety glasses, chemical-resistant gloves.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

BOILING POINT: N/A	VAPOR DENSITY: N/A	% VOLATILE BY VOLUME: N/A
EVAPORATION RATE: N/A	pH LEVEL: N/A	% VOLATILE BY WEIGHT: N/A
WEIGHT PER GALLON: N/A	PRODUCT APPEARANCE: Black Solid	VOC CONTENT: N/A
ODOR: None	ODOR THRESHOLD: N/D	MELTING/FREEZING POINT: N/D
FLASH POINT: See Section 5	FLAMMABILITY: N/D	UEL/LEL: N/D
VAPOR PRESSURE: N/D	RELATIVE DENSITY: N/D	SOLUBILITY: N/D
PARTITION COEFFICIENT: N/D	AUTOIGNITION TEMPERATURE: N/D	DECOMPOSITION TEMPERATURE: N/D
VISCOSITY: N/D	N/A = Not Applicable	N/D: Not Determined

SECTION 10: STABILITY/REACTIVITY

STABILITY: Stable.

HAZARDOUS POLYMERIZATION: Will not occur.

CONDITIONS AND MATERIALS TO AVOID: None recognized.

HAZARDOUS DECOMPOSITION PRODUCTS: None recognized.

SECTION 11: TOXICOLOGICAL INFORMATION

EYE CONTACT: Direct contact may cause mild irritation. Contact with heated material may cause severe burns.

SKIN CONTACT: Direct contact may cause slight skin irritation. Contact with heated material may cause severe burns.

INHALATION: Not anticipated to be an exposure route. Heated material may emit fumes. Exposure to fumes may result in respiratory irritation.

INGESTION: Not anticipated to be an exposure route.

SIGNS AND SYMPTOMS: Symptoms of eye irritation include tearing, reddening, and swelling. Symptoms of skin irritation include redness and swelling. Gastrointestinal irritation symptoms include nausea, vomiting, and abdominal discomfort. Symptoms of respiratory irritation include runny nose, sore throat, coughing, chest discomfort, shortness of breath, and reduced lung function.

AGGRAVATED MEDICAL CONDITIONS: Pre-existing skin, eye, and respiratory disorders may be aggravated by exposure to this product.

OTHER HEALTH EFFECTS: ACGIH classifies asphalt as *Not Classifiable as a Human Carcinogen; A4*.

SECTION 12: ECOLOGICAL INFORMATION

ECOTOXICITY: N/E	DEGRADABILITY: N/E	BIOACCUMULATIVE POTENTIAL: N/E
SOIL MOBILITY: N/E	OTHER ADVERSE EFFECTS: None Recognized	N/E = Not Established

SECTION 13: WASTE DISPOSAL INFORMATION

WASTE DISPOSAL INFORMATION: Landfill disposal.

SECTION 14: TRANSPORTATION INFORMATION

HAZARDOUS/NON-HAZARDOUS MATERIAL: Not regulated by DOT.

UN NUMBER: None.

HAZARD CLASS: N/A

PACKING GROUP: N/A

UN PROPER SHIPPING NAME: N/A

ENVIRONMENTAL HAZARDS: None recognized.

BULK TRANSPORTATION INFORMATION: None.

SPECIAL PRECAUTIONS: None.

N/A = Not Applicable

SAFETY DATA SHEET

Date of Preparation: 11/4/22	Page 3 of 3	4225000
SECTION 15: REGULATORY INFORMATION		
OTHER REGULATORY CONSIDERATIONS: None recognized.		
SECTION 16: OTHER INFORMATION		
PREPARATION DATE: 11/4/2022		
PREPARED BY: Dave Carey		

The information contained herein is based on the data available to us and is believed to be correct. However, we make no warranty, expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof. We assume no responsibility for injury from the use of this product described herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2023

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 Acisire LLC dba Lyman & Sheets Insurance Agency 2213 E. Grand River Ave. Lansing, MI 48912	1-517-482-2211	CONTACT NAME: Kathy Satterlee PHONE (A/C, No, Ext): 517-319-5129 E-MAIL: kathys@lymansheets.com ADDRESS:	FAX (A/C, No):
INSURED Scodeller Construction, Inc. 51722 Grand River Wixom, MI 48393		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: OLD REPUBLIC INS CO	24147
		INSURER B: CINCINNATI INS CO	10677
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 68131208**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 ☒ XCU/Contractual Liab ☒ Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	X	X	MWZY 312353	03/01/23	03/01/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	X	MWTB 312352	03/01/23	03/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ none	X	X	EXS 0011266	03/01/23	03/01/24	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
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	X	MWC 312354	03/01/23	03/01/24	☒ 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)

Additional Insured and Waiver of Subrogation status apply when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Novi

45175b West Ten Mile Road

Novi, MI 48375-3024

USA

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

Kyle Ranney

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ACORD 25 (2016/03)
jefflippert
68131208

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CITY OF NOVI CITY COUNCIL
MAY 8, 2023

SUBJECT: Consideration of approval to award the construction contract to Fer-Pal Construction USA LLC, the low bidder, for the Westminster Subdivision Water Main Lining project, in the amount of \$952,481.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 952,481.00
AMOUNT BUDGETED	\$ 1,180,272.00
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	592-536.00-976-076

BACKGROUND INFORMATION:

The Westminster subdivision has experienced numerous water main breaks over the last ten years due to corrosion and deteriorated ductile iron pipe. The existing ductile iron water main was installed when the subdivision was built in the early 1990s. This project includes the lining of approximately 3,200 feet of 8-inch water main with a cured-in-place pipe (CIPP) lining. Since CIPP is a trenchless method of rehabilitating water main, the project will be less disruptive to the residents of Westminster than a traditional open-cut installation. The project will also include replacement of existing valves and hydrants. Temporary water service will be provided to the residents during the project.

OHM Advisors assisted the Engineering Division with developing engineering design plans for the project. The plans were advertised for public bids on March 20, 2023. Three (3) bids were received and opened on April 12, 2023, following the solicitation period. Fer-Pal Construction USA LLC, 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) *
Fer-Pal Construction USA LLC	\$ 990,881.00
LGC Global, Inc.	\$ 1,195,111.83
DVM Utilities, Inc.	\$ 1,712,750.00

***Crew Days are included to compare bids, but not included in the award**

The contract administration and geotechnical engineering services related to this project will be awarded to the following pre-qualified firms using the fee percentages in the Agreements for Professional Engineering Services and Geotechnical Engineering Services for Public Projects. Construction is expected to occur June through August of this year.

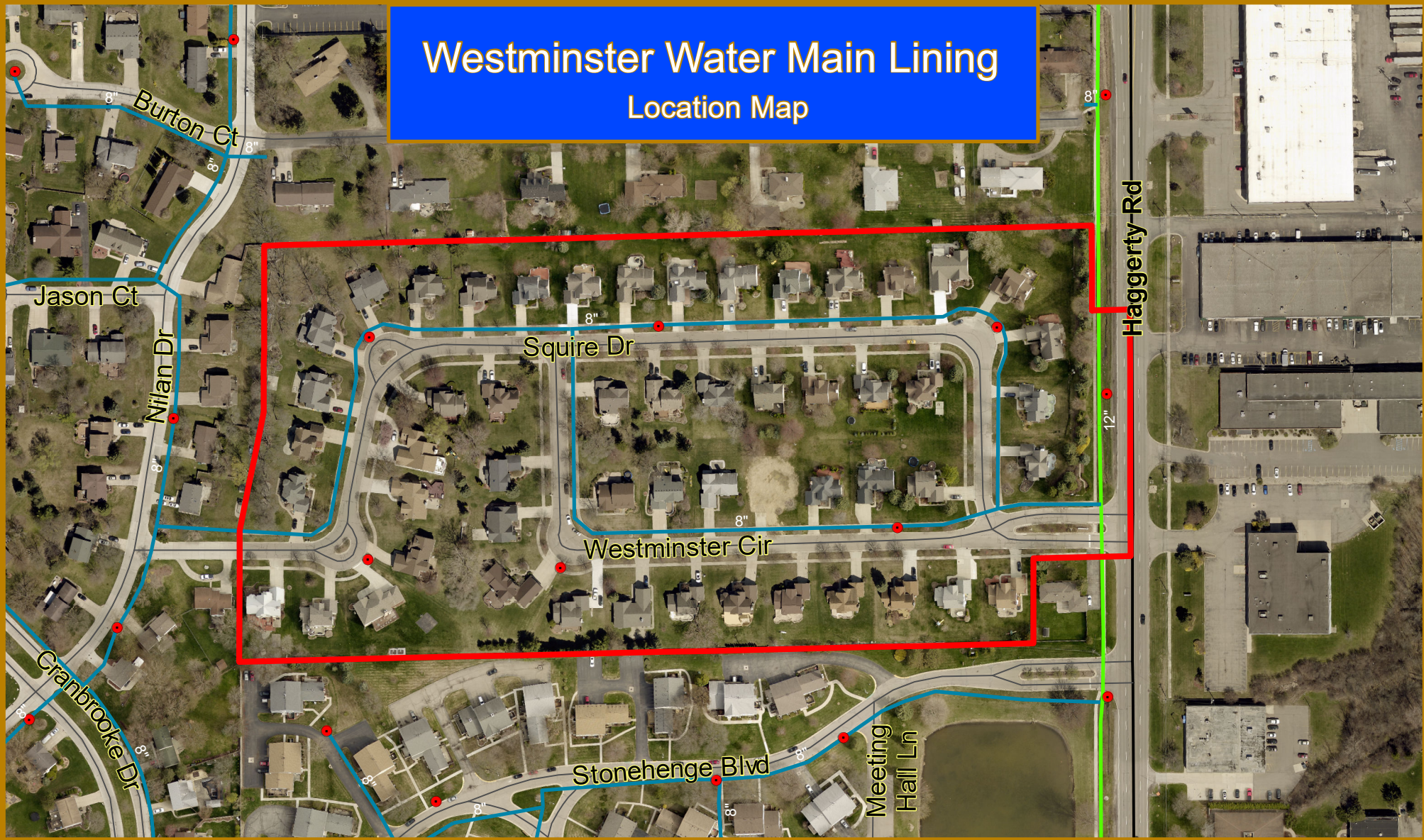
OHM Advisors		
Contract Administration	4.5% of the construction award (\$952,481 X 0.045)	\$ 42,861.65
Crew Days	\$800 daily inspection fee x 48 days	\$ 38,400.00

Geotech		
Material testing services	2% of the construction award (\$952,481 X 0.02)	\$ 19,049.62

RECOMMENDED ACTION: Approval to award the construction contract to Fer-Pal Construction USA LLC, the low bidder, for the Westminster Subdivision Water Main Lining project, in the amount of \$952,481.

Westminster Water Main Lining

Location Map



Map Author: Rebecca Runkel
Date: 7/8/22
Project: Westminster Water Main
Version #: 1.0

MAP INTERPRETATION NOTICE

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

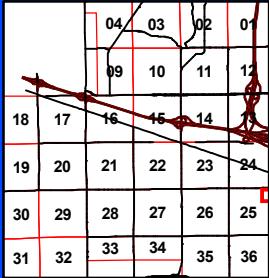
Legend

● Water Hydrant

Water Main
Online

8"
12"

Project
Area



City of Novi

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

0 60 120 240 360
Feet
1 inch = 209 feet



April 20, 2023

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

RE: Westminster Water Main Lining
Recommendation of Award

Dear Mr. Ben Croy:

Sealed bids for the Westminster Water Main Lining project were received and publicly read aloud on Wednesday, April 12, 2023, at the Civic Center, at 10:00 am. Proposals were received by the City from three (3) bidders. We have reviewed and checked the bids and attached the Bid Tabulation for your information. The lowest three bidders are as follows:

Contractor	TOTAL BID
Fer-Pal Construction USA LLC	\$990,881.00
LGC Global, Inc.	\$1,195,111.83
DVM Utilities, Inc.	\$1,712,750.00

The project scope consists of installing approximately 3,000 feet of Cured-In-Place-Pipe (CIPP) liner inside existing 8-inch water main, local valve and hydrant replacements, temporary water supply to residents during construction, and minor sidewalk, driveway, and roadway repairs with associated restoration work. The final engineer's estimate of probable construction costs was approximately \$818,000.

We believe the bid results were in part due to the 2023 completion schedule even though bidders were allowed to incorporate lead times attributed to procurement of materials. Additionally, there is a limited number of local contractors who can complete this type of work. Based on the current bidding environment and nationwide inflation, we are satisfied with the bid results.

Fer-Pal Construction USA LLC is the apparent lowest responsible bidder for this project. Fer-Pal Construction USA LLC has completed similar projects for many communities throughout Michigan. Therefore, we recommend award of this contract to Fer-Pal Construction USA LLC in the amount of **\$952,481.00** per the unit prices bid for the project. Please note that this contract award amount is derived from the total bid amount of \$990,881.00, less the crew day cost of \$38,400.

If you have any questions, please do not hesitate to call me at (248) 751-3111.

Sincerely,
OHM Advisors



Steven Siklich, P.E.
Project Manager



Encl: Bid Tabulation

cc: Jeff Herczeg, Director of Public Works
Aaron Staup, Construction Engineer
Rebecca Runkel, Project Engineer
Tim Juidici, P.E., OHM
Connor Lamb, OHM

Tabulation for Bids Received on 4/12/2023
 Westminster Water Main Lining
 City of Novi, Oakland County, State of Michigan
 OHM Job No.: 0163-22-0050

Fer-Pal Construction USA LLC
 26187 Northline Rd.
 Taylor, MI 48180

LGC Global, Inc.
 7310 Woodward Ave, STE 500
 Detroit, MI 48202

DVM Utilities, Inc.
 6045 Sims Dr. Suite #2
 Sterling Heights, MI 48307

Phone: (734) 946-2034

Phone: (313) 215-1669

Phone: (586) 979-0402

Item No.	Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Division 1 - Base Bid Items								
1)	Mobilization, Max 5%	1.00	LSUM	\$38,500.00	\$38,500.00	\$55,638.56	\$55,638.56	\$60,000.00
2)	Audio Video Route Survey	1.00	LSUM	\$2,500.00	\$2,500.00	\$1,489.86	\$1,489.86	\$1,500.00
3)	Traffic Maintenance and Control	1.00	LSUM	\$5,000.00	\$5,000.00	\$76,798.83	\$76,798.83	\$20,000.00
4)	Tree, Rem, 6 inch to 18 inch	3.00	Ea	\$1,600.00	\$4,800.00	\$1,203.03	\$3,609.09 ¹	\$900.00
5)	Tree, Replace, 2.5 inch	3.00	Ea	\$1,000.00	\$3,000.00	\$867.10	\$2,601.30 ¹	\$900.00
6)	Curb and Gutter, Rem	92.00	Ft	\$25.00	\$2,300.00	\$11.34	\$1,043.28 ¹	\$20.00
7)	Sidewalk, Rem	176.00	Syd	\$11.00	\$1,936.00	\$77.73	\$13,680.48 ¹	\$15.00
8)	Pavt, Rem, Modified	65.00	Syd	\$20.00	\$1,300.00	\$67.37	\$4,379.05 ¹	\$30.00
9)	Water Main Lining Access Pit	10.00	Ea	\$11,180.00	\$111,800.00	\$11,488.42	\$114,884.20	\$8,000.00
10)	Erosion Control, Inlet Protection, Fabric Drop	19.00	Ea	\$200.00	\$3,800.00	\$192.74	\$3,662.06 ¹	\$100.00
11)	Aggregate Base, 21AA, 4 inch	170.00	Syd	\$22.00	\$3,740.00	\$15.42	\$2,621.40 ¹	\$19.00
12)	Aggregate Base, 21AA, 6 inch	83.00	Syd	\$28.00	\$2,324.00	\$19.79	\$1,642.57 ¹	\$23.00
13)	Aggregate Base, 21AA, 8 inch	25.00	Syd	\$39.00	\$975.00	\$23.81	\$595.25 ¹	\$26.00
14)	Maintenance Aggregate, 21AA	150.00	Ton	\$35.00	\$5,250.00	\$35.21	\$5,281.50 ¹	\$55.00
15)	Dr Structure Cover, Adj, Case 2	1.00	Ea	\$2,200.00	\$2,200.00	\$2,003.11	\$2,003.11	\$1,400.00
16)	Hand Patching, HMA	30.00	Syd	\$135.00	\$4,050.00	\$33.68	\$1,010.40 ¹	\$170.00
17)	Driveway, Nonreinf Conc, 6 inch	35.00	Syd	\$110.00	\$3,850.00	\$83.82	\$2,933.70 ¹	\$60.00
18)	Curb and Gutter, Conc	72.00	Ft	\$100.00	\$7,200.00	\$56.36	\$4,057.92 ¹	\$71.00
19)	Detectable Warning Surface	14.00	Ft	\$16.00	\$224.00	\$42.75	\$598.50 ¹	\$60.00
20)	Curb Ramp Opening, Conc	20.00	Ft	\$36.00	\$720.00	\$54.41	\$1,088.20 ¹	\$65.00
21)	Sidewalk, Conc, 4 inch	1470.00	Sft	\$9.00	\$13,230.00	\$16.84	\$24,754.80 ¹	\$9.00
22)	Curb Ramp, Conc, 6 inch	100.00	Sft	\$10.00	\$1,000.00	\$54.41	\$5,441.00 ¹	\$13.00
23)	Mailbox, Remove, Salvage, and Replace	3.00	Ea	\$425.00	\$1,275.00	\$179.78	\$539.34 ¹	\$200.00
24)	Turf Establishment, Performance	600.00	Syd	\$35.00	\$21,000.00	\$31.00	\$18,600.00 ¹	\$20.00
25)	Fire Hydrant	6.00	Ea	\$12,500.00	\$75,000.00	\$8,622.94	\$51,737.64 ¹	\$12,000.00
26)	Gate Well, Rem	4.00	Ea	\$1,895.00	\$7,580.00	\$735.98	\$2,943.92 ¹	\$2,200.00
27)	Hydrant, Rem	6.00	Ea	\$1,250.00	\$7,500.00	\$743.42	\$4,460.52 ¹	\$2,200.00
28)	CIPP Water Main Lining, 8 inch	3003.00	Ft	\$98.00	\$294,294.00	\$152.37	\$457,567.11 ¹	\$313.00
29)	Pre and Post Lining CCTV Inspection, 8 inch	3003.00	Ft	\$16.00	\$48,048.00	\$25.91	\$77,807.73 ¹	\$20.00
30)	Connect to Existing Water Main	2.00	Ea	\$9,950.00	\$19,900.00	\$5,461.31	\$10,922.62	\$7,500.00
31)	Gate Valve and Well, 8 inch	4.00	Ea	\$15,800.00	\$63,200.00	\$7,795.96	\$31,183.84 ¹	\$12,000.00
32)	Water Main Line Stop, 8 inch	1.00	Ea	\$13,500.00	\$13,500.00	\$6,801.52	\$6,801.52	\$12,000.00 ¹
33)	Water Service, Reconnect, 1 inch	5.00	Ea	\$3,900.00	\$19,500.00	\$5,311.66	\$26,558.30	\$1,300.00
34)	Temporary Water Supply System	1.00	LSUM	\$161,985.00	\$161,985.00	\$128,174.23	\$128,174.23	\$229,000.00
35)	Crew Day	\$800.00	Ea	48	\$38,400.00	60	\$48,000.00	95
Total Bid Amount for Base Bid (ITEMS 1-13 incl.):					<u>\$990,881.00</u>		<u>\$1,195,111.83 ²</u>	<u>\$1,712,750.00 ²</u>

CORRECTIONS

¹ Amount adjusted to reflect bidder's multiplication error

² Total adjusted to reflect bidder's above error

Tabulation for Bids Received on 4/12/2023
 Westminster Water Main Lining
 City of Novi, Oakland County, State of Michigan
 OHM Job No.: 0163-22-0050

Fer-Pal Construction USA LLC
 26187 Northline Rd.
 Taylor, MI 48180

LGC Global, Inc.
 7310 Woodward Ave, STE 500
 Detroit, MI 48202

DVM Utilities, Inc.
 6045 Sims Dr. Suite #2
 Sterling Heights, MI 48307

Phone: (734) 946-2034

Phone: (313) 215-1669

Phone: (586) 979-0402

Item No.	Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Division 1 - Base Bid Items								
1)	Mobilization, Max 5%	1.00	LSUM	\$38,500.00	\$38,500.00	\$55,638.56	\$55,638.56	\$60,000.00
2)	Audio Video Route Survey	1.00	LSUM	\$2,500.00	\$2,500.00	\$1,489.86	\$1,489.86	\$1,500.00
3)	Traffic Maintenance and Control	1.00	LSUM	\$5,000.00	\$5,000.00	\$76,798.83	\$76,798.83	\$20,000.00
4)	Tree, Rem, 6 inch to 18 inch	3.00	Ea	\$1,600.00	\$4,800.00	\$1,203.03	\$3,609.09 ¹	\$900.00
5)	Tree, Replace, 2.5 inch	3.00	Ea	\$1,000.00	\$3,000.00	\$867.10	\$2,601.30 ¹	\$900.00
6)	Curb and Gutter, Rem	92.00	Ft	\$25.00	\$2,300.00	\$11.34	\$1,043.28 ¹	\$20.00
7)	Sidewalk, Rem	176.00	Syd	\$11.00	\$1,936.00	\$77.73	\$13,680.48 ¹	\$15.00
8)	Pavt, Rem, Modified	65.00	Syd	\$20.00	\$1,300.00	\$67.37	\$4,379.05 ¹	\$30.00
9)	Water Main Lining Access Pit	10.00	Ea	\$11,180.00	\$111,800.00	\$11,488.42	\$114,884.20	\$8,000.00
10)	Erosion Control, Inlet Protection, Fabric Drop	19.00	Ea	\$200.00	\$3,800.00	\$192.74	\$3,662.06 ¹	\$100.00
11)	Aggregate Base, 21AA, 4 inch	170.00	Syd	\$22.00	\$3,740.00	\$15.42	\$2,621.40 ¹	\$19.00
12)	Aggregate Base, 21AA, 6 inch	83.00	Syd	\$28.00	\$2,324.00	\$19.79	\$1,642.57 ¹	\$23.00
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14)	Maintenance Aggregate, 21AA	150.00	Ton	\$35.00	\$5,250.00	\$35.21	\$5,281.50 ¹	\$55.00
15)	Dr Structure Cover, Adj, Case 2	1.00	Ea	\$2,200.00	\$2,200.00	\$2,003.11	\$2,003.11	\$1,400.00
16)	Hand Patching, HMA	30.00	Syd	\$135.00	\$4,050.00	\$33.68	\$1,010.40 ¹	\$170.00
17)	Driveway, Nonreinf Conc, 6 inch	35.00	Syd	\$110.00	\$3,850.00	\$83.82	\$2,933.70 ¹	\$60.00
18)	Curb and Gutter, Conc	72.00	Ft	\$100.00	\$7,200.00	\$56.36	\$4,057.92 ¹	\$71.00
19)	Detectable Warning Surface	14.00	Ft	\$16.00	\$224.00	\$42.75	\$598.50 ¹	\$60.00
20)	Curb Ramp Opening, Conc	20.00	Ft	\$36.00	\$720.00	\$54.41	\$1,088.20 ¹	\$65.00
21)	Sidewalk, Conc, 4 inch	1470.00	Sft	\$9.00	\$13,230.00	\$16.84	\$24,754.80 ¹	\$9.00
22)	Curb Ramp, Conc, 6 inch	100.00	Sft	\$10.00	\$1,000.00	\$54.41	\$5,441.00 ¹	\$13.00
23)	Mailbox, Remove, Salvage, and Replace	3.00	Ea	\$425.00	\$1,275.00	\$179.78	\$539.34 ¹	\$200.00
24)	Turf Establishment, Performance	600.00	Syd	\$35.00	\$21,000.00	\$31.00	\$18,600.00 ¹	\$20.00
25)	Fire Hydrant	6.00	Ea	\$12,500.00	\$75,000.00	\$8,622.94	\$51,737.64 ¹	\$12,000.00
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27)	Hydrant, Rem	6.00	Ea	\$1,250.00	\$7,500.00	\$743.42	\$4,460.52 ¹	\$2,200.00
28)	CIPP Water Main Lining, 8 inch	3003.00	Ft	\$98.00	\$294,294.00	\$152.37	\$457,567.11 ¹	\$313.00
29)	Pre and Post Lining CCTV Inspection, 8 inch	3003.00	Ft	\$16.00	\$48,048.00	\$25.91	\$77,807.73 ¹	\$20.00
30)	Connect to Existing Water Main	2.00	Ea	\$9,950.00	\$19,900.00	\$5,461.31	\$10,922.62	\$7,500.00
31)	Gate Valve and Well, 8 inch	4.00	Ea	\$15,800.00	\$63,200.00	\$7,795.96	\$31,183.84 ¹	\$12,000.00
32)	Water Main Line Stop, 8 inch	1.00	Ea	\$13,500.00	\$13,500.00	\$6,801.52	\$6,801.52	\$12,000.00 ¹
33)	Water Service, Reconnect, 1 inch	5.00	Ea	\$3,900.00	\$19,500.00	\$5,311.66	\$26,558.30	\$1,300.00
34)	Temporary Water Supply System	1.00	LSUM	\$161,985.00	\$161,985.00	\$128,174.23	\$128,174.23	\$229,000.00
35)	Crew Day	\$800.00	Ea	48	\$38,400.00	60	\$48,000.00	95
Total Bid Amount for Base Bid (ITEMS 1-13 incl.):					<u>\$990,881.00</u>		<u>\$1,195,111.83 ²</u>	<u>\$1,712,750.00 ²</u>

CORRECTIONS

¹ Amount adjusted to reflect bidder's multiplication error

² Total adjusted to reflect bidder's above error

BID
for
Westminster Water Main Lining

Bid of Fer-Pal Construction USA LLC hereinafter called
Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as
a Limited Liability Company

*

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 or 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.

1

Addendum Date

April 6, 2023

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:

NOVI
CITY OF NOVI
3/20/23



Item No.	Item Description	Qty	Unit	Unit Price	Total Price
Category 1 - All					
1	Mobilization, Max 5%	1.00	LSUM	\$ 38,500.00	\$ 38,500.00
2	Audio Video Route Survey	1.00	LSUM	\$ 2,500.00	\$ 2,500.00
3	Traffic Maintenance and Control	1.00	LSUM	\$ 5,000.00	\$ 5,000.00
4	Tree, Rem, 6 inch to 18 inch	3.00	Ea	\$ 1,600.00	\$ 4,800.00
5	Tree, Replace, 2.5 inch	3.00	Ea	\$ 1,000.00	\$ 3,000.00
6	Curb and Gutter, Rem	92.00	Ft	\$ 25.00	\$ 2,300.00
7	Sidewalk, Rem	176.00	Syd	\$ 11.00	\$ 1,936.00
8	Pavt, Rem, Modified	65.00	Syd	\$ 20.00	\$ 1,300.00
9	Water Main Lining Access Pit	10.00	Ea	\$ 11,180.00	\$ 111,800.00
10	Erosion Control, Inlet Protection, Fabric Drop	19.00	Ea	\$ 200.00	\$ 3,800.00
11	Aggregate Base, 21AA, 4 inch	170.00	Syd	\$ 22.00	\$ 3,740.00
12	Aggregate Base, 21AA, 6 inch	83.00	Syd	\$ 28.00	\$ 2,324.00
13	Aggregate Base, 21AA, 8 inch	25.00	Syd	\$ 39.00	\$ 975.00
14	Maintenance Aggregate, 21AA	150.00	Ton	\$ 35.00	\$ 5,250.00
15	Dr Structure Cover, Adj, Case 2	1.00	Ea	\$ 2,200.00	\$ 2,200.00
16	Hand Patching, HMA	30.00	Syd	\$ 135.00	\$ 4,050.00
17	Driveway, Nonreinf Conc, 6 inch	35.00	Syd	\$ 110.00	\$ 3,850.00
18	Curb and Gutter, Conc	72.00	Ft	\$ 100.00	\$ 7,200.00
19	Detectable Warning Surface	14.00	Ft	\$ 16.00	\$ 224.00
20	Curb Ramp Opening, Conc	20.00	Ft	\$ 36.00	\$ 720.00
21	Sidewalk, Conc, 4 inch	1470.00	Sft	\$ 9.00	\$ 13,230.00
22	Curb Ramp, Conc, 6 inch	100.00	Sft	\$ 10.00	\$ 1,000.00
23	Mailbox, Remove, Salvage, and Replace	3.00	Ea	\$ 425.00	\$ 1,275.00
24	Turf Establishment, Performance	600.00	Syd	\$ 35.00	\$ 21,000.00
25	Fire Hydrant	6.00	Ea	\$ 12,500.00	\$ 75,000.00
26	Gate Well, Rem	4.00	Ea	\$ 1,895.00	\$ 7,580.00
27	Hydrant, Rem	6.00	Ea	\$ 1,250.00	\$ 7,500.00



Item No.	Item Description	Qty	Unit	Unit Price	Total Price
28	CIPP Water Main Lining, 8 inch	3003.00	Ft	\$ <u>98.00</u>	\$ <u>294,294.00</u>
29	Pre and Post Lining CCTV Inspection, 8 inch	3003.00	Ft	\$ <u>16.00</u>	\$ <u>48,048.00</u>
30	Connect to Existing Water Main	2.00	Ea	\$ <u>9,950.00</u>	\$ <u>19,900.00</u>
31	Gate Valve and Well, 8 inch	4.00	Ea	\$ <u>15,800.00</u>	\$ <u>63,200.00</u>
32	Water Main Line Stop, 8 inch	1.00	Ea	\$ <u>13,500.00</u>	\$ <u>13,500.00</u>
33	Water Service, Reconnect, 1 inch	5.00	Ea	\$ <u>3,900.00</u>	\$ <u>19,500.00</u>
34	Temporary Water Supply System	1.00	LSUM	\$ <u>161,985.00</u>	\$ <u>161,985.00</u>
35	Crew Days	<u>48</u>	Day	\$ <u>800</u>	\$ <u>38,400.00</u>
Total Bid Amount (ITEM 1-35 incl.):					\$ <u>990,881.00</u>





CITY OF NOVI CITY COUNCIL
MAY 8, 2023

SUBJECT: Consideration of approval to authorize additional design services to Spalding DeDecker for the next three phases of water main replacement in the City's water distribution system, in the amount of \$280,790.76.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 247,745.07 AC Water Main Replacement <u>\$ 33,045.69 Roethel Dr Water Main Replacement</u> \$ 280,790.76 TOTAL
AMOUNT BUDGETED	\$ 704,375.00 AC Water Main Replacement <u>\$ 83,723.00 Roethel Dr Water Main Replacement</u> \$ 788,098.00 TOTAL
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	592-536.00-976.005 AC Water Main Replacement 592-536.00-976.124 Roethel Dr Water Main Replacement

BACKGROUND INFORMATION:

The City's 2017 Water Asset Management Plan and the 2021 Water System Master Plan recommended replacement of the approximately 30 miles of Asbestos-Cement (AC) water main that exists throughout the city, as well as replacement of specific locations with ductile iron pipe, such as Roethel Drive. The City's engineering consultant, Spalding DeDecker, completed design of the initial phase of the program in 2022, which is currently under construction, and they are now working on the design for the next three phases, which are as follows:

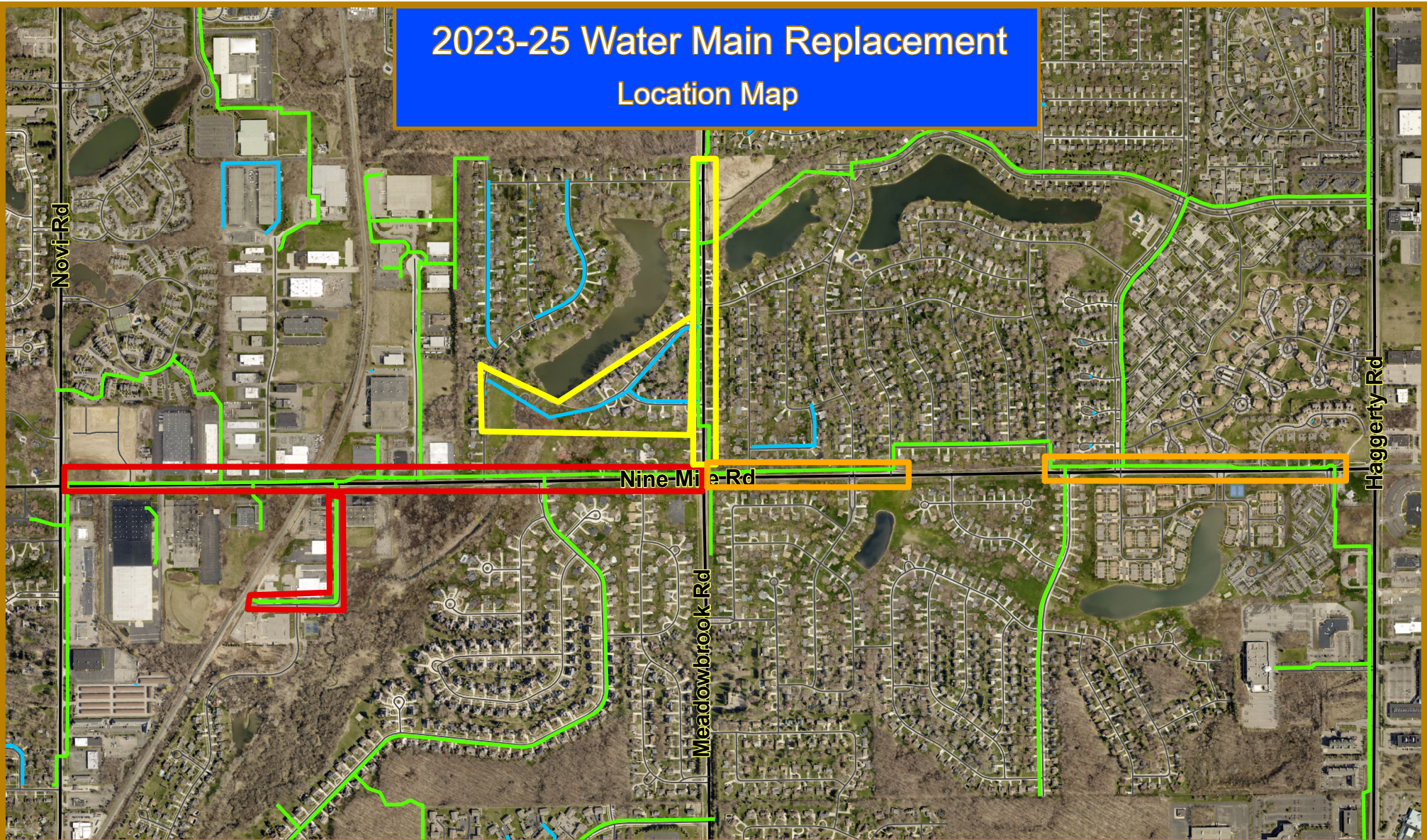
- Phase 2 (2023) – 9 Mile Rd, from Novi Rd to Meadowbrook Rd and Roethel Drive
- Phase 3 (2024) – 9 Mile Rd, from Meadowbrook Rd to Haggerty Rd
- Phase 4 (2025) – Meadowbrook Road, from 9 Mile Rd to Chattman Dr and Penton Rise Ct and Glyme Dr in the Meadowbrook Lake subdivision

The attached Authorization for Additional Services outlines the increased scope of services, which is primarily the result of separating the project into three phases. The additional design fee to complete design on all three phases totals \$280,790.76 based on the increased construction cost estimates. Spalding DeDecker's engineering fees are based on the fixed fee schedule established in the Agreement for Professional Engineering Services for Public Projects. The table below shows the original estimated costs along with the current estimated costs and their associated design fees:

*Design fee @ 6.25%	Original construction estimates from proposal	Revised construction estimates after split	Current Design Purchase Order	Additional Design Funds Requested
2023 – Phase 2	\$1,750,000	\$3,708,259	\$109,375.00	\$122,391.19
2023 – Phase 2 (Roethel Dr)	\$645,000	\$1,173,731	\$40,312.50	\$33,045.69
2024 – Phase 3	\$1,750,000	\$2,365,350	\$109,375.00	\$38,459.38
2025 – Phase 4	\$2,100,000	\$3,490,312	\$131,250.00	\$86,894.50
TOTAL	\$6,245,000	\$10,737,652	\$390,312.50	\$280,790.76

RECOMMENDED ACTION: Approval to authorize additional engineering design services to Spalding DeDecker for the next three phases of water main replacement in the City's water distribution system, in the amount of \$280,790.76.

2023-25 Water Main Replacement Location Map



Map Author: Rebecca Runkel
Date: 4-25-23
Project: WM Replacement 23-25
Version #: 1.0

MAP INTERPRETATION NOTICE

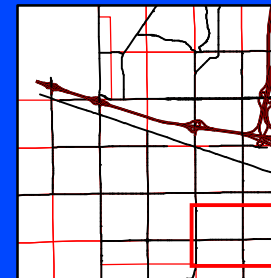
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate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

Legend

Water Main
Online

6"
12"

2023 Project Area
2024 Project Area
2025 Project Area



City of Novi

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

0 312.5 625 1,250 1,875
Feet
1 inch = 1,112 feet





AUTHORIZATION FOR ADDITIONAL SERVICES No. 1

PROJECT: 2023, 2024, 2025 Asbestos Cement Water Main Replacement

DATE: April 20, 2023

P.O. No: 97192

DESCRIPTION OF ADDITIONAL SERVICES:

Design scope adjustment due to staging and connection costs as well as additional costs of pavement replacement due to soils reports showing specifics of underlying pavement needing to be matched. Updated construction costs to current bid pricing, then dividing project into the three bid packages of 2023,2024, and 2025.

ORIGINAL SCOPE OF WORK:

[Provide an itemized list of tasks related to the original scope and provide a cost associated with each task]

- 2023 - Ph 2 AC
- 2023 - Roethel Drive DI WM
- 2024 - Ph 3
- 2025 - Ph 4
- _____
- _____
- _____

ITEMIZED COST

\$	109,375.00
\$	40,312.50
\$	109,375.00
\$	131,250.00

Total amount authorized for original scope:
(Amount should match issued/amended Purchase Order)

\$390,312.50

PROPOSED SCOPE OF WORK:

[Original scope and cost plus (+) an itemized list of tasks and costs related to the proposed scope change]

- 2023 - Ph 2 AC
- 2023 - Roethel Drive DI WM
- 2024 - Ph 3
- 2025 - Ph 4
- _____
- _____
- _____

ITEMIZED COST

\$	231,766.19
\$	73,358.19
\$	147,834.38
\$	218,144.50

Total proposed amount authorized for new scope:

\$671,103.26

Based on the revised scope of services, we request authorization for an increase to the amount authorized under the previous scope of services in the amount of:

\$280,790.76

CONSULTANT

Requested by: _____

Taylor Reynolds
Taylor Reynolds, Project Manager

Date: 4/20/23

CITY OF NOVI

Approved by: _____

Rebecca Runkel
Rebecca Runkel, Project Engineer

Date: 4/24/23

Approved by: _____

Tracey Marzonie, Purchasing Manager

Date: _____

**SPECIAL MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, APRIL 13, 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
Carl Johnson, Finance Director/Treasurer/CFO

APPROVAL OF AGENDA:

CM 23-04-043 Moved by Fischer, seconded by Casey; CARRIED UNANIMOUSLY

To approve the Agenda as presented.

**Roll call vote on CM 23-04-043 Yeas: Staudt, Casey, Crawford, Fischer, Smith,
Thomas, Gatt
Nays: None**

AUDIENCE COMMENTS: None

PURPOSE OF SPECIAL MEETING: 2023 - 2024 CITY OF NOVI BUDGET

- 1. Overview
Introduction to Goals and Projects
2022-2023 Budget Highlights
Multi-Year Budget**

Interim City Manager Cardenas commented that he was not going to give a very extensible review. He wanted to let you know that we are all here as staff and he wanted to take this opportunity to thank the fantastic team that we have here and they have put their blood, sweat, and tears every year into such a great document. He said we present to you a balanced budget, and one that does not include any new staff increases. He said all the capital projects have been approved or recommended by the Planning Commission to be included in this budget.

- 2. Proposed Plan**

Interim City Manager Cardenas explained the proposed plan in the agenda is the CIP that was presented to the Planning Commission back in January, it was received, glowingly and then now recommend for your consideration, which is included in the overall budget as well as a whole.

- 3. Proposed 2023-24 Budget**

Finance Director Johnson said this was a cut and dry, vanilla budget. He said we have a lot of big things in the hopper, the Older Adults Needs Committee, and the Public Building Safety Needs Committee, those are huge, huge things that could come out of those committee's and significantly impact the budget. He said what you have before you is everything that you had last year, no new staff. He said cost increases throughout were offset by revenues, which is why we were able to balance it and we continue to substantially invest in capital and technology citywide.

Mayor Gatt said this is cut and dry, he liked it. He said that brings up to number four on the agenda already, which is the City Council discussion and decision regarding the Plan Priorities. He explained they were going to go around the table one at a time and everybody would have an opportunity to speak. He asked that they do not speak just to hear themselves speak, but if you have something to say, and you want to share with us, please do not make motions on the first go around.

4. City Council Discussion and Decisions Regarding the Plan Priorities

Member Casey thanked the staff for pulling together such an excellent budget. She could only imagine how much time it took everyone to pull together the information and do all the math. She thanked everyone for their efforts. She commented on this budget, you might call it vanilla, she called it exactly what they have been talking about and exactly what she was looking for. She had no comments other than her thank you on the budget. She said she wanted to take a moment though, because Director Johnson kind of opened the door. She said she would walk through it a little bit, she wanted to talk about some of the other things that we have in front of us coming up. She mentioned some big initiatives that are either big dollar value, or big scope that we have in front of them that they have been talking about on and off for a handful of years. She thought it was time for us to start diving into them and start prioritizing what it is we should be doing moving forward. So, on the list of her things, the first is the Library, the Library is starting to use Fund Balance to pay for operations. She thought that would not last very long with the Fund Balance that they have. She said we need to be having some conversation about what kind of funding the Library needs and should be receiving from the residents to operate at the excellent level that they continue to operate at today. Second, we still have ARPA Funds in our Fund Balance and we have not talked about how to use what we might do with those funds. She believed that was a conversation we should be having. She said we know from the Roads Committee from a couple years ago that we have been underfunding the local roads, we could spend another \$1.5 million to \$2 million on local road maintenance, and again that number is a couple of years old, so it has probably gone up since then. She said we have not talked about what we want to do from a road funding perspective. She said Director Johnson mentioned previously, we have a Public Safety Needs Committee that is likely to come back with some big initiatives. She mentioned we have an Older Adults Needs Committee that has just started, we are getting into the thick of our work. She said it is likely we might come back with a recommendation for the Council to consider as well. She wanted to put that on the radar for us to start talking about obviously the appropriate time is when we have a city manager so that we can make sure that person is part of the conversation. She did

not want to lose sight of these things because we owe it to ourselves. She said we owe it to the residents to figure out what it is we want to start and then plan to execute against these larger initiatives.

Member Fischer thanked the Mayor, and he thanked all the staff that went above and beyond to put this document together. He thought he had the least number of questions for staff this year out of all the budgets. He thought that was a testament to the level of detail and the information on how it is presented in this current budget. He commented that he heard this budget called vanilla, he has heard people all it the status quo budget, and he had to laugh because he did not know why that is perceived as a bad thing. He thought some people in the public, anyone who has been in a business and understands how capital expenditures go, there is going to be cycles up, there is going to be cycles down. He stated this is a Council who has been very active recently, \$2 million dollars on a Splashpad, \$2 million on Bosco property for the funeral home property, which he has not heard one resident disagree with that. He said they are continuing to acquire wetlands and woodlands to preserve them, Northwest Park, an underserved area of parks in the area and Novi, we have been doing all those things. He thought maybe it was time to take a breather. He said what we are doing here is we are investing may or may not be such exciting projects, but we have done a lot of those. He believed it was time to invest in the parking lots, do the maintenance that needs to be done at those facilities. He said that is not to say that we are not spending money, we are buying another fire engine, the third in three years. He said there are exciting things in here, but it is good to see a budget where we are making sure that we are taking a breath, we are investing, and we are bringing those things we have purchased and acquired up to the standards we have expected. He said this is a budget that really supports the priorities that he had another strong Fund Balance 30%, \$12 million or so and he knew that it is likely to probably go up as rollovers come from this year and underspends from next year. He was proud of the budget. He said if we could vote tonight to approve it, he probably would, as it is, so thank you again to staff and he looked forward to the discussion.

Member Smith thanked the Mayor and wanted to add his thanks to the staff. He said thought it was a solid document. He found it very readable, and he thought if someone out in the public had any questions about what is going on with the city budget, he thought this was a good place to start. He commented that it does a very good job of explaining what the different funds are, how things are moved around, and how we fund the city. He also agreed with Member Casey and Member Fischer, he thought we are doing a good job at getting parkland. He said we are doing a good job at maintaining things. He said there are a couple of projects, he is an environmentalist, he would like to pull forward, as far as solar. He said the reason we are not doing that this year is that if you look at the budget, they are out in the future. He said the reason we are not doing it is prudent because we are doing roof projects later and that is where solar goes. He thought we were doing a good job and thanks to the staff.

Member Thomas thought they did a great job, as you have heard with the budget, it was very easy to understand, it was very clear. She thought everything made sense, there

were no surprises. It was exactly what she was expecting. She echoed Member Fischer, if they were voting that evening, she would approve it..

Member Crawford said he had no additional comments other than what has already been made, other than to thank the City Manager and staff all your hard work.

Mayor Pro Tem Staudt thanked the Mayor. He wanted to point out a few things. He said ARPA dollars were mentioned earlier, a lot of governmental units seem to think that because they have them, they need to budget them now and spend them. He thought that we are being very prudent to look at what the opportunities are and not necessarily budget that right now in this time frame. Second, in the last few days, he has heard about some businesses that have closed shop after many years in Novi and either consolidated or moved their employee's home. He said there are some storm clouds on the horizon. He said we as a City Council have always acted proactively to be very cautious with our dollars. He thought this was a perfect example of a budget that does that. He said we have money out there that we can use for the future. He stated that is the way of budgets these days, we do not spend all our money in budgets like we used to. He said we do as we get opportunities. He said they did not know about the Bosco property spoken about earlier, that was a couple of million \$1.5 for the splash pad. He said these are things that we can put in as the year goes on. He did not have a lot of things to critique the budget on. He said we have worked out this budget for a week after we get the budget book, this budget has been the work of a lot of people for many, many, many, months. He stated because you do not see the work, does not mean that it is not happening. He said you go out on social media, and people want you to go line by line and go over every budget item. He said that's our professionals, those are the people we hire, and ultimately, the City Manager, who is our employee presents us with something to approve, that is what he is doing that evening. He said that is what he would expect that we are going to ask which forward. On a final note, he thought we needed to prepare, and we are going to go down the road to have to spend some more money on Economic Development, retention, and recruitment, especially in buildings that are now empty. He said we have three or four significant buildings empty in the city, not counting the Mall. He thought that is something, while it is not in the budget right now, we are going to have to consider that for the future. He said that was all he had there now. Thank you. Mayor Gatt said he would go last, and when you go last, it is easy, because everybody has said pretty much everything. He wanted to thank the staff, the department heads who were there that evening. He said having been a staff member for almost 30 years, he knew that the bulk of the work is done by the staff that were not there that evening. He hoped that our department heads would say thank you to them on the Council's behalf. He echoed Mayor Pro Tem Staudt, he knew that his budget started right after the first of the year, and here we are in the middle of April. He commented that there was a lot of hard work that went into it. He said a lot of hard work went into prepping that book that they all got. He said it is professional, it looks great. He said it is much appreciated by the seven of them up here, so thank you to everybody. He mentioned many years ago they started doing a three-year budget and the purpose of that three-year budget is to plan for and predict what is coming. He said if they see something ahead of them that does not look good, then they start making changes in that budget now so that in two

years from now, three years from now, it is not a devastating effect on them. He said Oakland County was the innovators of that. He said it worked and still works very well up in Pontiac, and it works well for us also. He wanted to say to Carl what the Mayor Pro Tem said, there are storm clouds out there. He asked that the administrators keep a close look on those storm clouds, because businesses are closing all around the country, some big businesses are going out of business, chain stores. He said he did not mean mom and pop stores, he was talking chain stores, they are closing and ceasing to exist. He did not think we were in dire straights here, because just the opposite is true. He said we are the envy of most municipalities in the area, we hear it all the time. He said he heard it six times today, he was at meetings all day in Pontiac, and he heard how great Novi is doing from different people. He said we are, but that does not mean it cannot change. He wanted to keep a close lookout and come to Council when we want to make some changes. So, with that, he was going to do the motion round. He reminded his colleagues that it takes four votes to put something in a budget or remove something that is there. He said it does take five votes when the day comes and that will not happen this evening. When the day comes that we vote on a budget, it takes five votes to pass.

Member Casey noted that she had nothing to say at the time.

Member Fischer said there was just one item he wanted to bring up for consideration by City Council. He said it stems from the tree and tree limb pickup program that we did recently that was kind of spearheaded by and the idea was given by Mayor Pro Tem Staudt, and obviously all City Council supported doing that. He said it was his understanding that we have spent several thousands of dollars, we agreed with doing that for the benefit of our residents, but it is going to probably come from our General Fund Balance. He suggested a prudent thing to do would be to go ahead and start and establish a Fund Balance range for the rubbish collection fund, he proposed a 15% to 20% Fund balance with a 15% minimum, and 20% maximum Fund Balance recommendation for that fund. He recommended we go ahead and get there right now, households pay about \$138 dollars a year for trash pickup and condominiums spend \$118 he believed, correct him if he was wrong, anyone from staff. He proposed that we incurred that by 4% which would be about \$5.50 on households per year and \$4.5 dollars on condos per year. He said of the approximately 15,000 households, that would raise about \$80,000 per year. He said in about four to five years, we would have that cushion in that Fund that the Council could use to help in emergencies like we saw. He said his motion is to go ahead and establish a Fund Balance at 15% to 20%, in the Rubbish Collection Fund. He said to accomplish that Fund by increasing the fee by about 4% or \$5.50 dollars for households, \$4.50 for condominiums per year.

CM 23-04-044

Moved by Fischer, seconded by Casey; MOTION FAILED 3-4

To establish a Rubbish Collection Fund and approve a Fund Balance of 15% to 20% and to accomplish that by increasing the fee by 4%.

Member Smith said it sounded like a good idea to him. He wondered what would happen if we fortunately did not have any emergencies and we hit the 20%. Do we then just take that off? Member Fischer said yes.

Mayor Gatt reminded the Councilmembers to address their questions to the City Manager or something, it was against Council Rules to address your question to another Councilmember.

Member Crawford commented that he was proposing an additional tax on residents that may not partake of that service. He said if everybody has garbage, and they pay for it, or trash, not everybody has their limbs and brush picked up. Interim City Manager Cardenas replied to Member Crawford's concern. He believed that was the intention. He said condo owners do not have regular yard waste pickup, but they do have a yard. They do have trees in their yards and whatnot He thought they were also utilizing those services during the big storm where the ice storm we experienced. He guessed the thought is that an extra percentage would then create that Fund Balance and create that dollar amount for future ice storms or storm damages. Member Crawford said this would be imposed on people that do not use that service the way he saw it, and he did not agree with that. He did not think that was proper, maybe assess some, if you want to offset how we have paid for it, maybe assess a fee to people that use that service after an emergency, but he was not in favor of assessing things citywide for people that may not use that service.

Mayor Pro Tem Staudt said he understood the point, we just went through a period where we spent a lot of money out of the Fund Balance. He would like us to postpone this vote to when we get to the public hearing on this because he wanted to do a little research. He could have sworn there was a commitment made by Councilmembers. He said to some of us that we would not do this. He said if he was correct, we are charging the fee that is in the contract, is that correct. Interim City Manager Cardenas said that was correct. He said now we are adding an additional fee to what the vendors are providing, he was not ready to say that he agreed to that, because he thought there was some conversation back when we went to a single hauler that we would agree not to do that. He said he wanted to do some research before he committed to doing it, but he understood the concept. He said this is why we have a Fund Balance as a city that the city should pick it up, the residents are already paying taxes, businesses are paying taxes. He said this is entirely on residents, is that correct. Interim City Manager replied that was correct. Mayor Pro Tem Staudt said before he could support it, he needed to do a little research and go back and look at what we promised the taxpayers.

Mayor Gatt said this was the first time he had heard of this, and he was not in favor of adding taxes to our residents. He remembered distinctly when we did switch over from one to another, we did so because of the price because the other company wanted to raise their fees. He said it was not a huge amount of money, it was only \$5.00 or \$6.00 dollars a month, but it was a huge percentage. He loved the concept, but he thought the City should fund it. He said he would be all in favor of the motion that said, from this point forward, the city is going to carve out "X" amount of dollars and put it into a

restricted fund that could only be used during an emergency for something like that, because that is what cities do. He stated we are here to protect the people; we are here to serve the people. He thought we are in a fortunate position where we have the money, and the means to do that. He said to tell the residents who are not there that evening and not voting that we are going to raise your taxes because something might happen in the future, he could not support them.

Member Fischer commented, by default, taxes are completely borne by people who do not exactly use the services. He was not sure where some of the previous sparkers were going with that concept. He also mentioned this is not just about an ice storm or picking up limbs. He said if you recall, in that contract, we have many different add on services that we can provide through our provider. He said if the summer runs long, and want to add a week of leaf pickup, we can do that at a cost. He said we can do that though the General Fund, but he thought it was more prudent to do it in the fund that is collecting the revenue. He said if he recalled as well, we could have some sort of bins at City Hall for large drop offs. He said there is a plethora of services that we could buy into whether it be emergency or not, or comment he wanted to make the intent of what this was not just about one situation of picking up limbs in an ice storm. He understood the comments and looked forward to the vote.

Member Crawford wondered if it was appropriate to take a small percentage of the Tree Fund and set that aside for an emergency. He said it is tree removal. He asked if that would be something we should consider. He mentioned he would be in favor of doing something like that rather than assessing additional funds for the residents. Interim City Manager Cardenas said that is a possible option we could explore. He said Finance Director Johnson seemed to think that is something that is permissible in our creation of the Tree Fund, so that is a possible avenue we can explore.

Mayor Pro Tem Staudt agreed that the Tree Fund would be a good option. He was hearing what the previous speakers said about some of the additional services that we can provide, and we are eating those services. He gave an example, if we wanted to extend the season from November to December, that would fall on the city whereas it should be falling on the residents who are getting the service, so you know, to some support this, he needed to see some supporting information through the city, but at this moment, he did not have enough information to support it.

Roll call vote on CM 23-04-044

Yeas: Casey, Fischer, Smith

Nays: Crawford, Thomas, Gatt, Staudt

Mayor Pro Tem Staudt mentioned we are in the process of working on the senior program and possibly having a full-blown Senior Department. He wanted to see us add to the budget an amount not to exceed \$250,000, that would begin the funding of a specific senior director position and additional staffing. He said if we do not do it, we will not spend it. He said we can put it back towards next year back to our Fund Balance. He thought that decision would probably happen during the next five to six months. He said he thought a long time ago that we had as a Council thought that this was a good idea

that we move in this direction. He thought that it was appropriate to give our new city manager, whomever that may be in the future, some input on that. He said he would like to see us add \$250,000 to the budget as a placeholder for a standalone Senior Department.

CM 23-04-045 Moved by Staudt, seconded by Crawford; MOTION CARRIED: 4-3

To approve adding \$250,000 to the budget as a placeholder to fund a Senior Department, Senior Director, and Staff.

Mayor Gatt said we had a motion and support. He said he supported this. He knew that there was a committee out there right now studying our older adults' needs. He did not know where that committee was going to fall when they were done. He was not sure. He said he would be very interested in seeing what their conclusions are. He stated Councilmembers have said for years now that this is the direction, we should go in. He said this is not a knock on anybody or any department. He believed and he thought several others on Council over the years have said they believed that the senior adult community needs their own specialized department for a myriad of reasons. He said today, they are under the governance of the Parks, Recreation and Cultural Services Department. He said everybody knows that the young population is growing by leaps and bounds along with the older adults. He thought it was hard to serve two different factions of society in a fashion that they both deserve. He said he looked forward to this regardless of what the committee comes up with. He said they may come up with the same conclusion, they may come up with a different conclusion. He believed that this Council should do exactly what the Mayor Pro Tem said, give our new City Manager, whoever that may be the idea that this council expects more attention given to the senior adult community and that we are prepared to pay for that service in forming a new department. He thought the \$250,000 should go a long way towards opening that door. He supported this 100%.

Interim City Manager Cardenas wanted to clarify that with this \$250,000 will come from Fund Balance in some kind of capacity. He stated earlier, it is a balanced budget. Mayor Gatt said he would have the maker of the motion answer that question. Mayor Pro Tem Staudt replied Fund Balance.

Member Casey understood where this was coming from, but there is a committee. She stated the Older Adult Needs Committee has just started their work. She said we have a good couple of months ahead of us to really understand what the needs are for our senior residents. She said we do not have that at this table. She said this is not a request that is coming from staff. She said this is a request that is coming from this table to define a department to put a seemingly arbitrary number for what it would take to operate this department on top of the \$170,000 we are already paying in permanent salaries for the existing staff, focused on older adult services, we are letting our feelings help us drive a decision that we do not have any data to support. She noted that we are also defining an organizational structure in advance of even hiring a City Manager. She thought if we want to give the City Manager a chance to decide and design the organization where

that person wants to design the organization, we have just taken that away from them by saying, we are going to give you money, we are going to tell you how we think you are going to spend it. She stated we are putting \$250,000 on top of all the money we are already spending right now without knowing what we need to know what the needs are. She understood that we do not have to spend it, but let's understand what the needs really are before we start throwing money into a budget that we cannot substantiate what we are going to do with it. She asked the maker of the motion, much as we did moments ago, to consider postponing or tabling this motion.

Member Thomas echoed the previous speaker, we have just started our work, there is a lot to be done. She said if you look at the existing department, they have eleven people, three of them are already devoted to Senior Services. She said she did not know what they were going to determine as necessary, but perhaps we do need more money in Senior Services. She said maybe it is not in people, maybe the staff there can handle it. She thought that we need to be able to finish our work to be able to determine if we are spending money in the appropriate way. Is it more staff that we need? Or is it more resources so that here is a place for senior staff to be? Is it both? She did not know. She believed that arbitrarily coming up with a number and say, let's move forward? She thought it was premature to her. She commented that we make budget amendments all the time, should it be necessary to come back with recommendations and new changes. She thought we could do that when we find that it is necessary. She said we already have more than 25% of the staff that is in Parks and Recreation that is devoted to Senior Services today. She said people who are 65 and older, that is 14% of the population, she knew they look at 55% off the top of her head, she did not know. She said it is accurate that seniors likely need more services than everyone else, but she would like the opportunity to complete their work to be able to have some real numbers and a real idea of where the money should be spent, before we make any decisions, and to make some of those decisions available to the new City Manager. She said looking at the Parks and Recreation Department, there are 11 people, we have a director and a deputy director already. She believed, as mentioned, to make sure to make room for another director. She felt that was very top heavy as well. She was not saying that we do not need it, she was saying that she thought we need to do the work first.

Member Fischer directed his question to whomever could answer it, but it was specifically for the motion maker. He wondered if the motion was specific to how the money would be spent as far as directing staff to be hired. He wondered if this is a \$250,000 placeholder in the anticipation of future expenses to be determined. He said if it is specific to staff, he did not know if he could go ahead and approve it that evening, but if it is a placeholder, he thought it was appropriate. He stated much of the budget process is putting estimates whether you know exactly what it is or if you are taking a shot in the dark. He said it was a clear indication that he will need confirmation from the motion maker to make his decision if he will support this or not. Mayor Gatt said he will have a chance to respond.

Member Smith agreed with Member Thomas and Member Casey. He said he is also on the Older Adult Needs Committee. He thought they were in the process of determining what those needs are. He said they are also trying to figure out how the City fits in with

what the State, the County, and the Federal governments do. He said every time he comes out of those meetings, it feels like it is a bigger group of things that need to happen. He thought that it was premature to have any money in the budget yet for something we do not know exactly what they are going to be asking someone to do. He said he was not in support of this motion.

Mayor Pro Tem Staudt explained this motion is to have a placeholder for potential personnel if this is decided. He understood the comments that are coming in. He said some of them are, because of being on the committee, all three of the folks, which is fair. He stated he has been sitting here for a long time, we have had these discussions for a very long time. He said he did not need a committee, what he needed a committee for is to tell him how to structure his new department in his world, we need a new department. He stated this is the first step in creating a new Senior Services Department, it is to allow a City Manager that comes down the road to hire a director, hire staff members and begin the process, this \$250,000 is not going to go a long way, because we are going to have to fund this to more significant amounts. He said he thought this was his message, let's move forward. He said he is not on that committee, he does not know what the recommendation is going to be, he had no idea what they are going through. He said he certainly knew what he felt, and that is that we need to take Senior Services and Novi a big next step.

Mayor Gatt wanted to leave some parting comments. He said there was some talk from some of the Councilmembers about this is our job. He said this is the City Council's job to do this, we are the people who tell the City Manager what to do. He stated this, that is what we do. He said we do not tell the rest of the staff what to do. He said we tell the City Manager what to do. He said then he or she then does it or they start looking for a new job. He said what the Mayor Pro Tem said is correct, we have sat up here at this table for several years saying the same thing. He said yes, we have a committee right now, and just like the Mayor Pro Tem said earlier, he was not sure where they were going. He believed that we need in this City a department focused on only the older adult community now. He said he was hearing 14%, if that is the number of older adult people in the community, he would hope that number is going to grow by the way, all over America, and certainly Novi is part of America. He hoped that we would direct some good attention and resources to that 14% number and grow accordingly. He said if this is just a placeholder, we are not spending any money. He was sure we were going to wait and see what the committee's results are, but he absolutely believed that this was a strong message from the City Council. He said if this passed that evening, that this is the direction the majority of the City Council are moving in. He stated again, we have talked about it for years now.

Roll call vote on CM 23-04-045

Yeas: Crawford, Fischer, Gatt, Staudt

Nays: Smith, Thomas, Casey

CM 23-04-046

Moved by Staudt, seconded by Gatt; CARRIED UNANIMOUSLY

To approve a Public Hearing on the recommended 2023-2024 Budget for May 8, 2023, and to cancel the Budget meeting scheduled for April 26, 2023.

Roll call vote on CM 23-04-046

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

AUDIENCE COMMENT: None

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 7:40 P.M.

Cortney Hanson, City Clerk

Robert J. Gatt, Mayor

Transcribed by Deborah S. Aubry

Date approved: May 8, 2023

**REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, APRIL 17, 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, (absent, excused) Fischer, Smith, Thomas

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

APPROVAL OF AGENDA:

Member Fischer added to Mayor and Council Issues "Residential Zoning Ordinance".

CM 23-04-047 Moved by Fischer, seconded by Casey; MOTION CARRIED: 6-0

To approve the Agenda as amended.

Roll call vote on CM 23-04-047	Yeas: Staudt, Casey, Fischer, Smith, Thomas, Gatt Nays: None Absent: Crawford
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PUBLIC HEARINGS: None

PRESENTATIONS:

1. Proclamation for Arbor Day 2023, April 28, 2023 - City Forester Keith Salowich

Mayor Gatt read the Proclamation for Arbor Day 2023, April 28, 2023. He gave the Proclamation to City Forester Keith Salowich and asked him to display it in a prominent place. Mayor Gatt handed over the microphone to Mr. Salowich for comments.

City Forester Salowich spoke briefly on the Arbor Day event we have coming up in two weeks as the Mayor stated previously at the Wildlife Woods Park on April 28, at 5:00 P.M. He said we are also celebrating Earth Day, which is this Friday, April 21 by giving away some seedlings that we ordered. He noted they ordered 1500 of them, they are giving away to 220 residents that signed up to help them bolster that urban tree canopy here in Novi. He commented that there are a couple of great events coming up and he hoped to see some people there.

2. Proclamation for National Library Week, April 23 - 29, 2023

Mayor Gatt invited Library Director Julie Farkas and Vice President Kat Dooley up to the podium for the next Proclamation. He read the Proclamation for National Library Work Week 2023, April 23 through April 20. He encouraged the residents to visit the Library to explore the wealth of resources available. He thanked Director Farkas for everything that

you and your staff do. He asked that she display the Proclamation in a prominent place. He said the microphone was hers.

Library Director Farkas said she was joined by their Vice President Kat Dooley; she thanked her for joining them that evening. She invited Mayor Gatt and Councilmembers to some of the festivities that are going on at the Library beginning April 23. She asked if you could join them this Sunday, which will be a kickoff for a concert at 2:00 P.M. She noted that the Friends of the Library will be unveiling a beautiful Giving Tree, which is an opportunity not only for art, but also for you to donate to the Library and support the Library. She said they will also have a tiny Art Show. She said they have two display cases on the first and second floor. She stated this is artwork that has been done by many community members, right in Novi and you will get a chance to view the art through the month of April. She commented that their theme is "There's More to the Story". She said there are so many amazing stories in our collection, to meet the needs and wants of our community. She hoped people continue to want to use and visit the Library. She appreciated the support from the Mayor and City Council that they have received over the years. She said they truly enjoyed serving the community of Novi. She gave a huge shout out to the Library Staff, the Library Board and the Friends of the Novi Library who are just without them, we would not be who we are. She thanked everyone for their time that evening.

Mayor Gatt commented without them, you would not be who you are. He said without the Library, Novi would not be what it is. He stated the Novi Library is a claim that wherever he goes, people want to talk about lots of things about Novi, but the Library is always one of the first things that come up. He thanked her for all her hard work. Thank you for what you do and what your Board does. He let her know that they were there to help them.

MANAGER/STAFF REPORT: None

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

Joe Bertera, 130 Rexton, Novi in Lake Wall Subdivision. He was there to talk about the Lakefront Protection Ordinance that is trying to be enforced on their subdivision. He wanted to talk about himself that evening and why he moved to Novi 25 years ago. He said when he was looking for his first house, he had a boat and he wanted to live in a subdivision where he could put his boat on the water. He thought Lake Wall Subdivision was the perfect location. He said it was close to where he worked at the time, and where he grew up in Livonia. He said Novi is a great location and he felt he was 20 minutes from everywhere. He thought Novi was a great city from an aspect as far as location and all those kinds of things. He settled here, bought his first little house, a 900 square foot on Rexton Street. He got married, had a bigger family, and bought the house directly across the street at 130 Rexton Street. He lives across the street from his old house where he originally moved here, and enjoyed his boat, his neighbors, and the neighborhood for all these years. He commented that his son is 14 years old, and he wants to get his boater safety card and learn now to drive the boat. He stated the problem they have now is

after 37 years of this Lakefront Protection Ordinance existing, the City wants to tear out the fabric of their neighborhood by making them take this dock out and enforcing an ordinance that has not been enforced for almost 40 years. He believed it was never meant for their subdivision which he displayed in previous exhibits that he presented to City Council. He thought what the City was doing here was unfair. He believed there is a way to work this out in a different manner than extensive litigation and costing the taxpayers hundreds of thousands of dollars. He said if this was happening in any one of your neighborhoods, you could easily make a motion, and easily put it on the Agenda, like you put Moe's on the Agenda last week Mayor Gatt, because the business is down, or when the tree limbs came down, then you had the cleanup on the trees, and he read back in 2019 when the power was going out, you directed the city manager at the time to investigate DTE and why the power kept going out. He believed Council had the power to control what is happening in your neighborhood.

Karyn Chopjan, 23991 Seminole Ct., Novi thanked the Mayor and City Council for giving her this opportunity to speak. She stated for the past two years per the Armenian community's request, the City of Novi has been issuing a Proclamation to mark April 24 as Armenian Genocide Remembrance Day in Novi, and she wanted to thank you for that. She noted that she was aware that the community requested such a Proclamation this year as well, but the City of Novi did not issue it yet. She wanted to inquire about that reason. She stated this Proclamation is important for their community considering current events in Armenia, and Artsakh, where the ethnic cleansing of the Armenian's is still going on. She stated it has been more than four months that Azerbaijan is completely blockaded the only road that connects Artsakh to Armenia, and the rest of the world where 120,000 Armenians are held hostage by Azerbaijan, facing another threat of genocide. She said the humanitarian crisis is worsening every day as the shortage of food and life saving medication is increasing. She said for this reason, it is important to acknowledge the past crimes to prevent it from happening again. She proclaimed this is a human rights issue that affects everyone. She stated many descendants of the 1915 Armenian Genocide are residents of Novi and now are watching their brothers and sisters facing another genocide. She said we need our city to stand up by our community in Novi during this difficult time for the Armenians in Novi and all over the world. She emphasized this proclamation is important, it is a reminder for all of us a calamity like this can happen anywhere.

CONSENT AGENDA REMOVALS AND APPROVALS:

CM 23-04-048 Moved by Casey, seconded by Thomas; MOTION CARRIED: 6-0

To approve the Consent Agenda as presented.

- A. Approve Minutes of:
 April 3, 2023 - Regular Meeting

- B. Approval of a Resolution to close Ten Mile Road from the Civic Center to Taft Road, and Taft Road from 10 Mile to south of Grand River Ave (26233 Taft Rd) for the Festival of Chariots from 11:30AM to 1:30PM on Sunday, July 23, 2023.
- C. Approval to award a sixty-three-month lease for multi-function copy equipment to Canon Solutions America through the OMNIA Partners National IPA cooperative purchasing agreement for \$17,410.92 annually. Subject to final review and approval of the contract form by the City Manager's Office and City Attorney.
- D. Approval of request for Pyrotechnics Display Permit by Brightmoor Christian Church to be operated by James Herr, on Tuesday, April 25 through Friday, April 28, 2023.
- E. 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. **SECOND READING.**
- F. Approval of a Resolution requesting that the State of Michigan Legislature/Governor include funding in the 2023 Budget for communities following pension best practices established by the State.
- G. Approval of a Resolution to close Meadowbrook Road from 25075 Meadowbrook to Ten Mile and close 10 Mile Road from Meadowbrook to Taft Rd for the 2023 Memorial Day Parade from 10:00 AM to 12 PM on Monday, May 29, 2023.
- H. Approval of claims and warrants – Warrant 1130

Roll call vote on CM 23-04-048

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

Nays: None

Absent: Crawford

MATTERS FOR COUNCIL ACTION:

- 1. Consideration of a request from Maples Hospitality, LLC for a new Class C quota license to be located at 31260 Wakefield Dr, Novi, MI 48377, and Agreement on the Prohibition on Profiteering by Class C Liquor License Holders.**

Interim City Manager Cardenas recalled that this applicant came before City Council back in December. He stated at that point, they were not ready yet for this request. They have been working with our City Staff diligently and Staff is recommending it now for approval as they have made significant progress with the County Health Department and other inspectors to get that in place for them to make a proper request as they are

right now. He believed the petitioner was present that evening and could answer any questions the City Council may have.

Mayor Gatt asked the petitioners to come down to the podium and mentioned if they wanted to address City Council they could, or they could just stand by for questions.

Member Fischer asked City Staff if they recalled the last time, we discussed this it did not feel like we were very far along in the planning stages, he asked Interim City Manager Cardenas if he or someone from Staff could come down and give a brief overview of what has transpired, for our consideration. Mr. Cardenas said Director Boulard was coming down to give an overview, as he mentioned earlier, due to the progress with the County and with the City Inspector, he said Director Boulard could explain it more eloquently. Member Fischer said where he was going with his question, as you know, we wanted to see some progress to make sure that the investments were being made, these liquor licenses we do not pick them off a tree, we get very few of them. He said we wanted to be very protective of them. He said we want to make sure that the license will stay in the community and that the investments are being made. He asked if he could address some of the concerns, they had the last time.

Community Development Director Boulard explained since these gentlemen were before you the last time, they have completed the design drawings for the kitchen fit out. He said those permit applications have been submitted and reviewed by the City and that work is underway. He stated they are currently working with our Planning team to address the rooftop screening, for the new rooftop unit that is being put on to feed the kitchen makeup air. He said they have gone through and gotten their approvals from the County Health Department and like the Community Development Department, the County would be ready to issue the approval as soon as the work is completed. He said they have made a lot of progress. Member Fischer thanked Mr. Boulard for the update. He asked if we were to approve this and given the process you are going through with the Building Department, when would you plan on opening. The petitioner responded that he hoped to open July 1st, if the liquor license transfers in time, July 1st was his opening day.

Member Fischer said his last question was for City Attorney Schultz. He felt like a broken record with this question. He said when we had in the past, an issuance of a liquor license, he recalled we wanted to rescind it when the Certificate of Occupancy never came through. He said this was on Novi Road in the downtown area. He asked if he could recall which liquor license he was talking about, and to help him understand what we can do to protect ourselves, if anything possible, in the instance where if something were to happen where they were not able to pen, in a year, six months, or 18 months, whatever condition we wanted to put on it if that is something we are able to do or not. City Attorney Schultz stated we are not able to put that kind of condition on it, we can avail ourselves of the State Lottery, you know, opportunities to ask the State to revoke the license and we can pass a motion to do so here at the local level. He said we do require this anti profiteering agreement in case you know that the applicant wants to turn around

and sell the license to someone else. He stated you must take a leap of faith with the applicant when you grant that in a Class C Liquor License a little different than a transfer.

Member Fischer said the process that we went through last time of trying to go through the State and doing that, it would be the same thing we would have to do here. Okay, he said he was very happy to see the investment being made. He stated there has been a lot of resident concern about what was going to go into that area, there were other potential uses being considered and brought forward before Council. He mentioned the residents in that area wanted it to remain a restaurant and golf course area. He was impressed with what has transpired since our last meeting, and he said he would be in support of this approval that evening.

Mayor Pro Tem Staudt said he has been getting reports from their friends at the Maples. He said you fixed the pool up nicely; they were happy with that. He commented that it sounds like you are getting ready, or you have already blacktopped your parking lot. The petitioner said they are getting ready for that, we just cleaned it up right now, but they are getting ready for the blacktop in the parking lot. Mayor Pro Tem Staudt said he what he has heard from City Staff, and residents there has all been positive, which meant most importantly that you took our message to heart and did the things that they asked, so he was going to recommend approval of the request.

CM 23-04-049 Moved by Staudt, seconded by Fischer; MOTION CARRIED: 6-0

Approval of the request from Maples Hospitality, LLC for a new Class C quota license to be located at 31260 Wakefield Dr, Novi, MI 48377 and Agreement on the Prohibition on Profiteering by Class C Liquor License Holders because the premises was previously occupied by a similar business licensed to sell alcohol and such use is not incompatible with other uses in the area, the existing use will continue and has not adversely affected surrounding uses, because the use provides for a unique dining experience not otherwise available in the immediate area which includes a public golf course and a pool, and because the applicant appears to qualify for a license under the City's ordinance.

Roll call vote on CM 23-04-049

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

Nays: None

Absent: Crawford

- 2. Consideration of approval to award Garland/DBS, Inc. \$284,882 for the roof restoration at Fire Station 4 using a competitively bid contract pricing under the Master Intergovernmental Cooperative Purchasing Agreements and Omnia Partners Public Sector Agreements and amend the budget.**

CM 23-04-050 Moved by Casey, seconded by Thomas; MOTION CARRIED: 6-0

Approval to award Garland/DBS, Inc. \$284,882 for the roof restoration at Fire Station 4 using a competitively bid contract pricing under the Master Intergovernmental Cooperative Purchasing Agreements and Omnia Partners Public Sector Agreements and amend the budget.

Roll call vote on CM 23-04-050

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

- 3. Consideration of approval to award the construction contract to Cadillac Asphalt, LLC, the low bidder, for the Industrial Road Rehabilitation project, in the amount of \$2,223,748.76, and amend the budget.**

CM 23-04-051 Moved by Casey, seconded by Thomas; MOTION CARRIED: 6-0

Approval to award the construction contract to Cadillac Asphalt, LLC, the low bidder, for the Industrial Road Rehabilitation project, in the amount of \$2,223,748.76, and amend the budget.

Roll call vote on CM 23-04-051

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

- 4. Consideration of Zoning Ordinance Text Amendment 18.300 to update the Novi Site Plan and Development Manual in its entirety and to amend the Zoning Ordinance at Section 6, "General Provisions," Section 6.1, "Site Plan Review (All Districts)" to reference the updated 2023 version of the Site Plan and Development Manual. FIRST READING.**

CM 23-04-052 Moved by Casey, seconded by Smith; MOTION CARRIED: 6-0

Approval of Zoning Ordinance Text Amendment 18.300 to update the Novi Site Plan and Development Manual in its entirety and to amend the Zoning Ordinance at Section 6, "General Provisions," Section 6.1, "Site Plan Review (All Districts)" to reference the updated 2023 version of the Site Plan and Development Manual. FIRST READING

Roll call vote on CM 23-04-052

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

- 5. Consideration of approval of the final balancing change order and the final payment to D.V.M. Utilities, Inc. for the Nine Mile Sanitary Relief Sewer project, in the amount of \$113,204.29 and \$303,009.74, respectively, plus interest earned on retainage.**

Interim City Manager Cardenas commented that this is the final pay and then we are done.

CM 23-04-053 Moved by Thomas, seconded by Smith; MOTION CARRIED: 6-0

Approval of the final balancing change order and the final payment to D.V.M. Utilities, Inc. for the Nine Mile Sanitary Relief Sewer project, in the amount of \$113,204.29 and \$303,009.74, respectively, plus interest earned on retainage.

**Roll call vote on CM 23-04-053 Yeas: Staudt, Casey, Fischer, Smith, Thomas, Gatt,
Nays: None
Absent: Crawford**

- 6. Approval of resolution to authorize Budget Amendment #2023-4.**

Interim City Manager Cardenas said as he communicated with the Council that this has been revised to denote the expenditures for the storm limp pickup is now under the General Fund Balance instead of the Tree Fund as we sent out earlier last week.

CM 23-04-054 Moved by Smith, seconded by Fischer; MOTION CARRIED: 6-0

Approval of resolution to authorize Budget Amendment #2023-4

**Roll call vote on CM 23-04-054 Yeas: Casey, Fischer, Smith, Thomas, Gatt, Staudt
Nays: None
Absent: Crawford**

CONSENT AGENDA REMOVALS FOR COUNCIL ACTION: None

AUDIENCE COMMENT:

Joe Bertera, 130 Rexton, Novi in the Lake Wall Subdivision said he was there to talk about the Lakefront Protection Ordinance again. He said it was perfect that they were here talking about putting in a bar over at the Maples of Novi because that was part of his preparation for that evening. He stated the Lakefront Protection Ordinance, perhaps there was a day when this ordinance was needed in Novi. He said in 1986 when this new ordinance was written the City of Novi had 22,000 residents. He commented that it was not fully developed around Walled Lake. Now we are 37 years later, and 66,000 residents and everything is fully developed around Walled Lake at this point. He said maybe then

the ordinance was needed, but now, not so much due to the development that has happened. He said now the ordinance is trying to be used for something against our subdivision that it was not meant to be used for. He stated let's not forget history, there was a time in the United States where they passed prohibition in 1919, which was the same time our subdivision was platted. He said that eliminated all liquor sales in the United States. He said currently half of Novi is now bars, restaurants, and everything else that sells liquor, and that is part of what brings money into Novi, right. He said he was sure any one of you enjoy a glass of wine during dinner or drink with friends or whatever the case may be. He said eventually, the United States realized that the prohibition law was wrong, correct. He said it lasted for 13 or 14 years. He said all it did was bring in bootleggers and illegal sales and everything else. He said they repealed prohibition in the early 1930's. He said what they are asking for is for Council to repeal the Lakefront Protection Ordinance, or at least an amendment to grandfather in our 104-year-old subdivision, it just doesn't serve the purpose that it was supposed to, the City is fully developed. He said let's not forget the other history of the City of Novi, back in the early 2000's anybody who lived here, you would remember Sandstone. He said what a debacle that was where the City Council made a bunch of decisions. He said it ended costing the City \$70 million dollars and almost bankrupt this entire city in the early 2000's. He said it was based on decisions that the City Council made blocking roads, not getting it done. He stated they ended up giving 95 acres of land to satisfy this \$70 million dollar settlement. He said what he was saying is there needs to be an amendment to this ordinance to save our subdivision this to save their property values. He said you know, there are times for certain things in history, and there are times for them to be taken away, just like prohibition was taken away. He said this ordinance needs to be amended or repealed for residents that have been here this long.

COMMITTEE REPORTS: None

MAYOR AND COUNCIL ISSUES:

Member Fischer added "Residential Zoning Ordinance" to Mayor and Council Issues. He said he would keep it brief or try too anyway. He mentioned he has been contacted by a resident who has had some issues in their subdivision where it appears that there are businesses being run out of homes, and it appears that there are quite a few cars being parked in the area. He said you know, as usual, he turns those types of requests over to the City Staff as they are the best to handle those. He thought that process is still ongoing, but he thought that the time is prudent for in this situation for this to be referred to the Ordinance Review Committee, jut to take a look at, you know, what does our current ordinance talk about as far as businesses and what can be allowed in a residential area, as well as some of the parking, maybe benchmark some of the other cities and see what they do in these similar regards.

CM 23-04-055 Moved by Fischer, seconded by Casey; MOTION CARRIED: 6-0

To direct City Staff and the City Attorney to review businesses operating from residential homes and have the Ordinance Review

Committee review the topic to determine if any ordinances needed to be amended.

Mayor Pro Tem Staudt commented that one of the things as a Homeowners Association officer is that many of the Homeowners Associations have covenants that also deal with these issues. He said one of them is the one he was most familiar with was Village Oaks, where he lives. He stated there are specific prohibitions about having commercial vehicles parked for any period. He said it may be a combination of things, not only what we can do as a city, but also what Homeowners Associations can do and letting them know what the process to do that is, so he was very interested in hearing this discussion.

Roll call vote on CM 23-04-055

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

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

Cortney Hanson, City Clerk

Robert J. Gatt, Mayor

Transcribed by Deborah S. Aubry

Date approved: May 8, 2023



CITY OF NOVI CITY COUNCIL
MAY 8, 2023

SUBJECT: Approval of Resolution Authorizing parking and staging for the "2023 Motor City Comic-Con" to occur on certain parcels near the Suburban Collection Showplace property at 46100 Grand River Avenue

SUBMITTING DEPARTMENT: Community Development

BACKGROUND INFORMATION:

The owner of the Suburban Collection Showplace is hosting the Motor City Comic-Con, from May 19 – 23, 2023. Certain adjacent properties of the exhibition property will be utilized for overflow parking and staging for exhibitors at the event.

The attached resolution provides for use of the several adjacent and nearby properties to the west, east and south of the Suburban Collection Showplace site. Due to the popularity of the event these additional sites as well as overflow/shuttle lots at the nearby schools will be used to limit the impacts of the visitors to the community.

RECOMMENDED ACTION: Approval of Resolution Authorizing parking and staging for the "2023 Motor City Comic-Con" to occur on certain parcels near the Suburban Collection Showplace property at 46100 Grand River Avenue

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION AUTHORIZING 2023 MOTOR CITY COMIC CON

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 May 8, 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 Motor City Comic Con is a popular yearly event that brings many visitors and significant economic impact to the City of Novi; and

WHEREAS, the event will begin May 19th, 2023 and runs through May 21st, 2023; and

WHEREAS, the proposal for the event has submitted by the BoCo Enterprises (with the BoCo as the formal "applicant" for the event), with the majority of the activities contemplated to be concentrated on the grounds of the Suburban Collection Showplace exposition facility, and with additional to be available on adjacent properties; and

WHEREAS, the City wants to see the event succeed, as it will both continue a positive tradition within the City and positively influence the surrounding areas in the City; and

WHEREAS, the City Council has determined that the City Council's approval is required under the City's zoning ordinance for that portion of the event located on the Suburban Collection Showplace and that the approval of the Public Safety and Community Development Departments is required as well for use of the adjacent property.

NOW, THEREFORE, BE IT RESOLVED that the proposed Motor City Comic Con use on the Suburban Collection Showplace property (parcel number 50-22-16-251-024) is hereby approved by the City Council pursuant to Section 3.1.15.C.x of the City of Novi zoning ordinance, subject to the following conditions under Section 3.25.I, "Conditions for Outdoor Recreation Uses":

1. The applicant shall have in place and shall provide to all of its appropriate agents and employees, an emergency evacuation plan to be reviewed and approved for the event by the City of Novi Department of Public Safety.
2. The use of Parcel 50-22-300-094 shall be in accordance with the current Soccer Fields agreement. Under Section 7.2.B, Parcels 50-22-15-301-008, 50-22-16-176-019, 50-22-16-151-005, 50-22-16-151-004, 50-22-15-151-008, 50-22-16-300-018, 50-22-16-251-024, 50-22-16-451-050, 50-22-16-451-051, 50-22-15-301-010, 50-22-152-007, 50-22-16-176-020, 50-22-16-176-021, 50-22-16-300-094, 50-22-16-426-001 and 50-22-16-426-002 will be used for paid event parking only. Parcel 50-22-16-176-028 (former Wix Mix) will be used for participant vehicle storage. These parcels are delineated in the attached application and maps.
3. Emergency access to all areas of the property shall be maintained throughout the entire event.
4. Parking or disturbance is not authorized within Wetland, Woodland or associated buffer areas. Clearing and grading of the parcels is also not authorized.

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 8th day of May, 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



NOVI CITY CLERK'S OFFICE
45175 TEN MILE ROAD
NOVI, MI 48375
(248) 347-0456
Fax (248) 347-0577

OUTDOOR GATHERING PERMIT APPLICATION Chapter 24 – Article II

APPLICATION MUST BE MADE AT LEAST **10 DAYS**
PRIOR TO THE DATE OF THE PROPOSED ASSEMBLY

Business name: BoCo Enterprises

Address: 46100 Grand River Ave., Novi, MI 48374

Business Phone #: 248-348-5600

Location of event: 46100 Grand River Ave., Novi, MI 48374 & neighboring properties

Name of applicant: BoCo Enterprises

Applicant's age: N/A

Applicant's address: 46100 Grand River Ave., Novi, MI 48374

Phone #: 248-348-5600

Email address: riley@suburbanshowplace.com

If applicant is a partnership, corporation, or other association, list names, addresses, phone numbers of partners, directors, as well as agent in charge of operation of the gathering:

Mr. Blair Bowman at 248-348-5600; 46100 Grand River Ave., Novi, MI 48374

Statement of the kind, character, and type of proposed assembly:

Parking for the annual Motor City Comic Con

Legal description and proof of ownership of the site at which the proposed outdoor assembly is to be conducted. Where ownership is not vested in the prospective permittee, an affidavit from the owner shall be submitted indicating his/her consent to the use of the site for the proposed assembly: **#22-15-301-008, #22-16-176-019, #22-16-151-005, #22-16-151-004, #22-16-151-008, #22-16-300-018**

#50-22-16-251-024, #50-22-16-451-050, #50-22-16-451-051, #50-22-15-301-010, #30-22-16-176-028

#22-15-152-007, #22-16-176-020, #22-16-176-021, #22-16-300-094, #22-16-426-001, #22-16-426-002

#50-22-16-176-017, 50-22-16-176-026, 50-22-16-176-031, 50-22-16-176-032, 50-22-16-176-036

The dates and hours during which the proposed outdoor assembly is to be conducted:

May 19-21, 2023; May 19: 12PM - 7PM, May 20: 10AM - 7PM, May 21: 10AM - 5PM

Estimate the maximum number of attendants expected at the assembly for each day it is conducted (*An Outdoor Gathering Permit is not required for events with less than 200 attendants*):

12,000 per day

Give a detailed explanation of the evidence of admission to be used and of the sequential numbering or other method which will be used for counting attendance, i.e. tickets, etc. Also, please state if attendance will not be counted.

Advance and on site ticket sales

Each application shall be accompanied by a detailed explanation, including drawings and diagrams where applicable, of the prospective permittee's plans to provide for the items listed below. If you are not providing an item which is listed below, you must state the reason.

1. The size or area of the property to be used: 89+/- acres north of GR & potential 8.69 acres south of GR
Must include a map depicting the location of any equipment, tent or any temporary structures used during the event.
2. Police and fire protection: Will be coordinated as with past events
If you requested police security through the Novi Police Department, you must include a copy of the signed "Security Agreement".
3. Food and water supply and facilities: N/A
Will there be any heat source used under a tent, including the preparation of food? ☐ yes ☐ no
4. Health and sanitation facilities: N/A
5. Medical facilities and services including emergency vehicles and equipment:
On-site security
6. Vehicle access and parking facilities: Attached maps (shuttle from Novi High School will also be available
You must have a signed letter from the property owner indicating they give permission to the applicant to utilize parking areas.
7. Camping and trailer facilities: N/A
8. Illumination facilities: Temporary light trees in west lot; all others have permanent lights
9. Communications facilities: two-way radios
10. Noise control and abatement: N/A
11. Duration of the outdoor assembly: See dates & times previously listed on pg 1
12. Facilities for cleanup and waste disposal: Facility Maintenance
13. Insurance and bonding arrangements: See attached

Applications without the following attachments will be considered incomplete and WILL NOT be accepted by the City Clerk's Office:

- ☒ A copy of the front and back of the applicant's current driver's license.
- ☒ Map of event location.
- ☒ Copy of Certificate of Liability Insurance. Guidelines for insurance shall be as follows (types of coverages required may vary depending on the specific event and activities):
 - A. Commercial General Liability Insurance on an occurrence basis with limits of liability not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate combined single limit for Personal Injury, Bodily Injury, and Property Damage.
 - B. Workers' Compensation & Employers' Liability Insurance, Michigan Statutory Limits of Liability.
 - C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owner vehicles, all non-owned vehicles, and all hired vehicles.
 - D. Liquor liability, if applicable, in an amount of one million dollars (\$1,000,000) per occurrence, of one million dollars (\$1,000,000) aggregate.
 - E. All certificates of insurance, other than Workers' Compensation & Employers' Liability Insurance, shall name the City as an additional insured.

Such coverages shall be procured and maintained with forms and insurers acceptable to the City. Certificates of insurance acceptable to the City shall be submitted prior to commencement of the gathering or assembly.

Such insurance shall remain in full force and effect in the specified amounts for the duration of the permit. The insurance shall include an endorsement to the effect that the insurance company shall notify the City Clerk in writing at least ten (10) days before the expiration or cancellation of the insurance.

- ☒ Application Fee:

Estimated Attendants	License Fee
200 or more	\$110.00
500 or more	\$210.00
2,500 or more	\$360.00
5,000 or more	\$510.00

The following items may also be required:

- ☐ Security Agreement with Novi Police Department for use of officers.
- ☒ Letter granting permission for use of property.
- ☐ Flame resistance paperwork for a tent.

The undersigned hereby applies for a license to hold an Outdoor Gathering in excess of 200 persons under the provisions of the City Code, Chapter 24, Sections 1-25 of the City of Novi, and represents that the statements hereinafter contained are true, and undertakes and promises to comply with the provision of the laws of the United States of America, the laws of the State of Michigan, and the ordinances of the City of Novi in conducting the Outdoor Gathering. It is understood that any license issued shall be revocable in accordance with the provision of said Chapter 24, Sections 1-25 in the City Code.

APPLICANT'S SIGNATURE

DATE

FOR OFFICE USE ONLY

Date Submitted _____ Receipt Number _____ Map _____
Copy of Applicant's Driver's License _____ Certificate of Liability Insurance _____

TBON, L.L.C.

A Michigan Limited Liability Company
46100 Grand River Ave.
Novi, Michigan 48374
Ph: (248) 348-5600 Fax: (248) 347-7720

BoCo Enterprises, Inc.

46100 Grand River Ave.
Novi, Michigan 48374
Ph: 248.348.5600 Fax: 248-347-7720

March 21, 2023

City of Novi
45175 Ten Mile Rd.
Novi, MI 48375

RE: Land Use Permission of Parcels: 50-22-16-251-024, 50-22-16-451-050 and 50-22-16-451-051

To Whom it May Concern,

Tbon, L.L.C. and BoCo Enterprises, Inc. (as Owner and Leasee) of 46100 Grand River Avenue that is utilized as the Suburban Collection Showplace (parcel #50-22-16-251-024) and two parcels located on the south side of Grand River, (parcel #50-22-16-451-050 and #50-22-16-451-051) hereby grant permission for use of these properties in conjunction with the Outdoor Gathering Permit for the Motor City Comic Con event taking place from May 19, 2023 through May 21, 2023. Please see attached map for parcel locations.

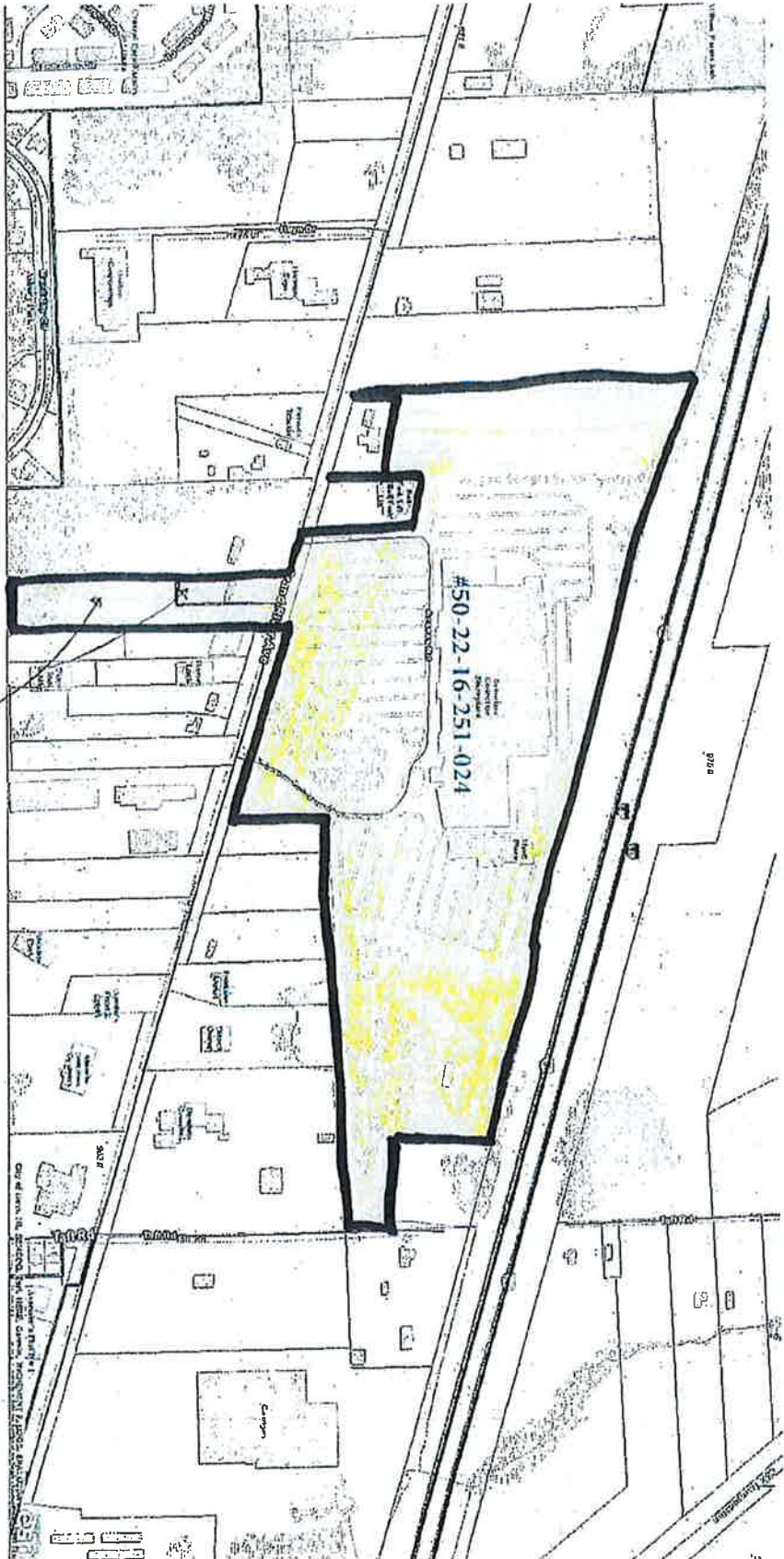
Sincerely,

TBON, LLC/BoCo Enterprises, Inc.

A handwritten signature in black ink, appearing to read 'Blair Bowman', with a long horizontal stroke extending to the right.

Blair Bowman

TBON, L.L.C./BoCo Enterprises, Inc.: Land Use Permission Parcels



#50-22-16-451-050 and
#50-22-16-451-051



23923 Research Drive, Farmington Hills, MI 48335 | (800) 267-7442

March 21, 2023

City of Novi
45175 Ten Mile Rd.
Novi, MI 48375

RE: Land Use Permission of Parcel: 50-22-15-301-010

To Whom it May Concern,

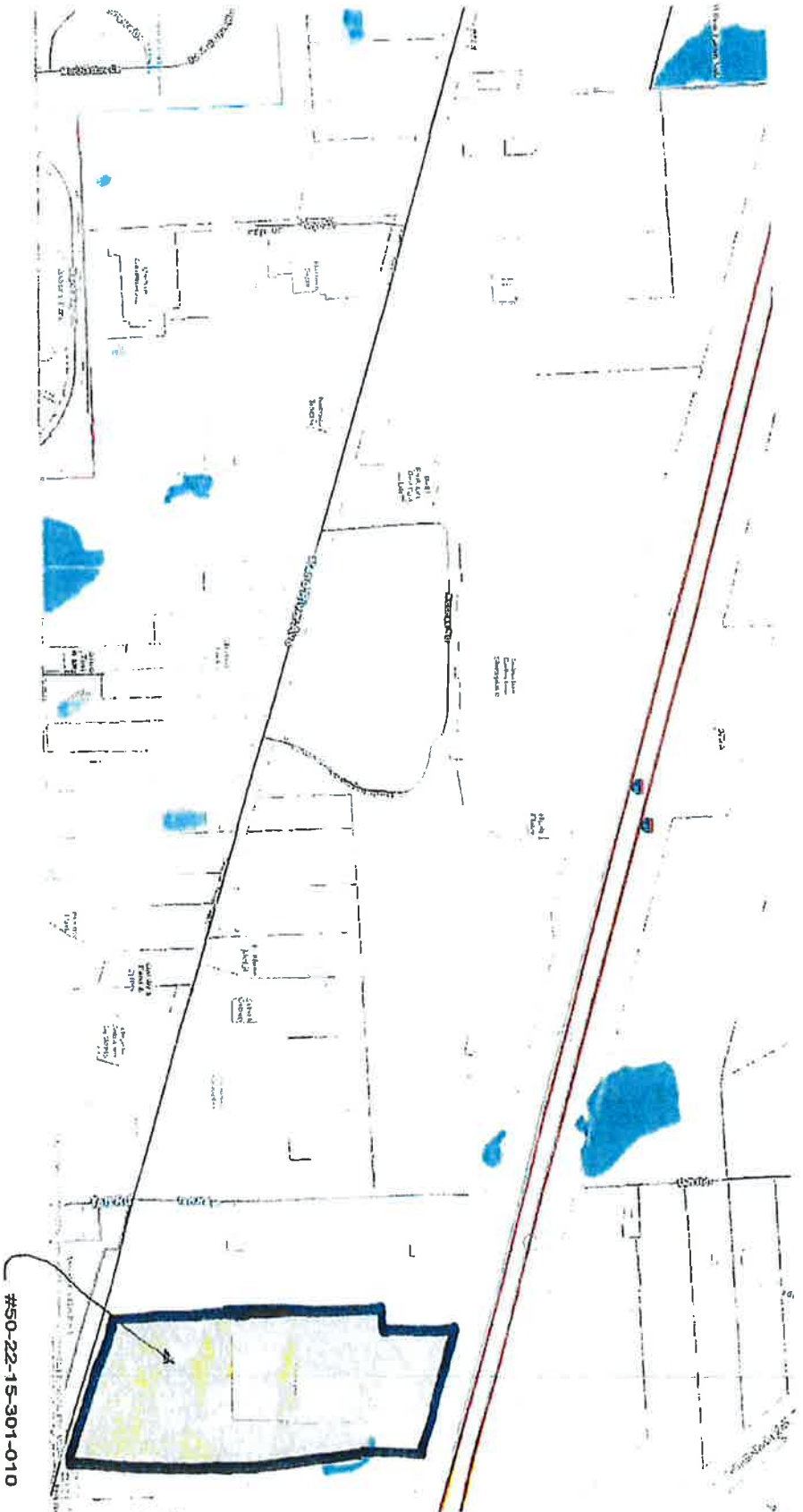
I, Mike Corrigan, as Owner of the above-mentioned parcels hereby grants permission for use of these properties in conjunction with the Outdoor Gathering Permit for the Motor City Comic Con event taking place from May 19, 2023 through May 21, 2023 at the Suburban Collection Showplace located at 46100 Grand River Avenue, Novi, MI 48374. Please see attached map for parcel locations.

Sincerely,

A handwritten signature in black ink that reads "Michael P. Corrigan". The signature is written in a cursive style with a large, looping "C" at the end.

Mike Corrigan
Owner

Corrigan: Land Use Permission Parcel



South Grand Equities, L.L.C.

A Michigan Limited Liability Company

46100 Grand River Avenue.

Novi, Michigan 48374

Ph: (248) 348-5600 Fax: (248) 347-7720

March 21, 2023

City of Novi

45175 Ten Mile Rd.

Novi, MI 48375

RE: Land Use Permission of Parcel: #22-16-151-005, #22-16-151-004, #22-16-151-008, #22-16-300-018

To Whom it May Concern,

S. Grand Equities LLC, as Owner of the above-mentioned parcels hereby grants permission for use of these properties in conjunction with the Outdoor Gathering Permit for the Motor City Comic Con event taking place from May 19, 2023 through May 21, 2023 at the Suburban Collection Showplace located at 46100 Grand River Avenue, Novi, MI 48374. Please see attached map for parcel locations.

Sincerely,

South Grand Equities, LLC

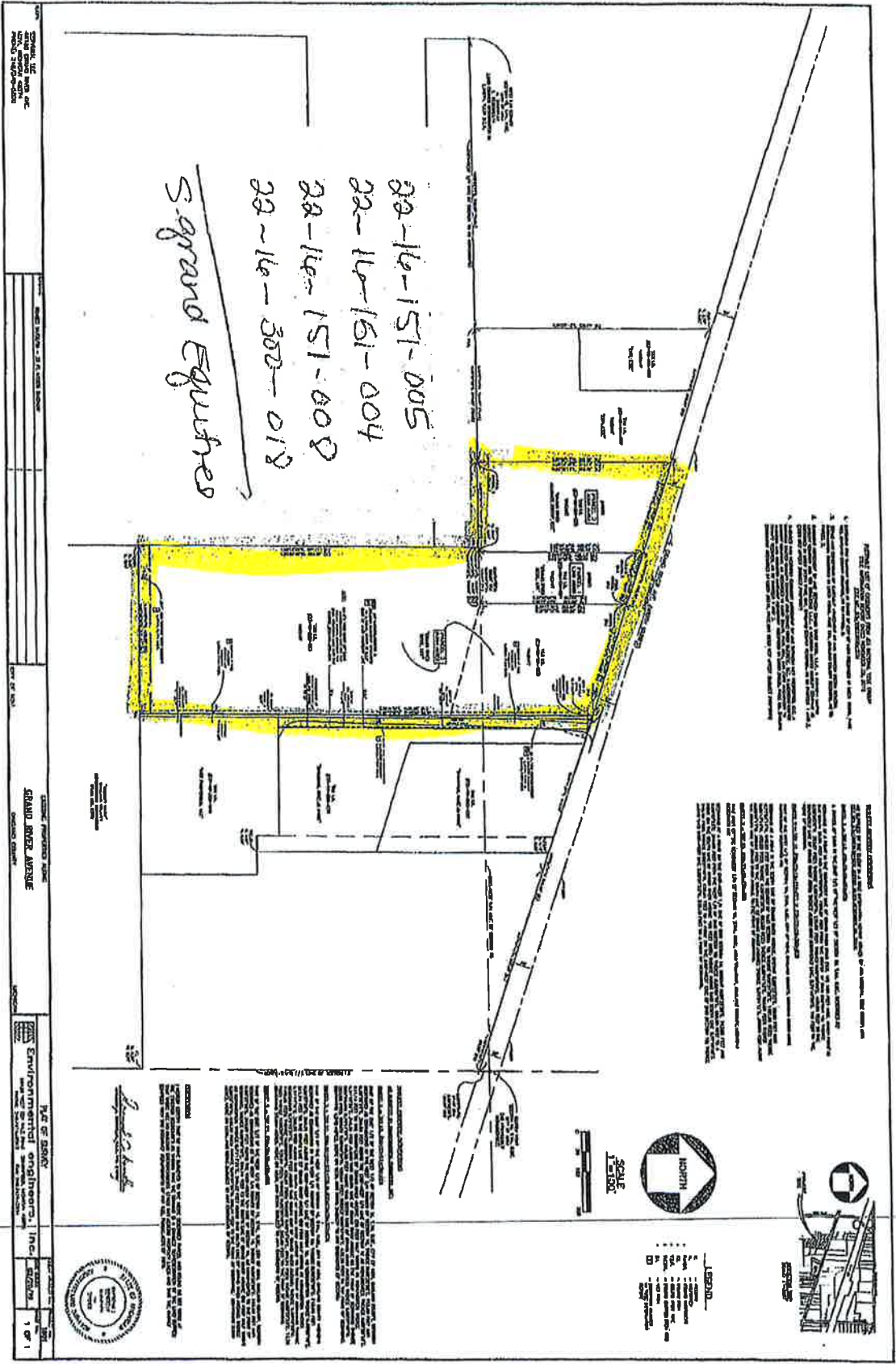
A handwritten signature in black ink, appearing to read 'Blair Bowman', is written over the printed name and company name.

Blair Bowman
Manager/Member

PROJECT: 22-16-151-005
 22-16-151-004
 22-16-151-003
 22-16-300-018

LEGEND
 - 1" = 100'
 - 1" = 500'
 - 1" = 1000'

22-16-151-005
 22-16-151-004
 22-16-151-003
 22-16-300-018
 Grand Equities



PROJECT: 22-16-151-005	CLIENT: GRAND RIVER AVENUE	DATE: 10/1/10
22-16-151-004	22-16-151-003	22-16-300-018
Environmental Engineers, Inc.		1 of 1

Servman, L.L.C.

A Michigan Limited Liability Company

46100 Grand River Ave.

Novi, Michigan 48374

Ph: (248) 348-5600 Fax: (248) 347-7720

March 21, 2023

City of Novi

45175 Ten Mile Rd.

Novi, MI 48375

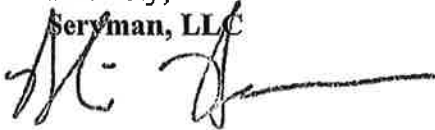
**RE: Land Use Permission of Parcels: 22-15-152-007, 22-16-176-020, 22-16-176-021,
22-16-300-094, 22-16-426-001, 22-16-426-002, 22-15-301-008, 22-16-176-019**

To Whom it May Concern,

Servman, L.L.C., as Owner of the above-mentioned parcels hereby grants permission for use of these properties in conjunction with the Outdoor Gathering Permit for the Motor City Comic Con event taking place from May 19, 2023 through May 21, 2023 at the Suburban Collection Showplace located at 46100 Grand River Avenue, Novi, MI 48374. Please see attached map for parcel locations.

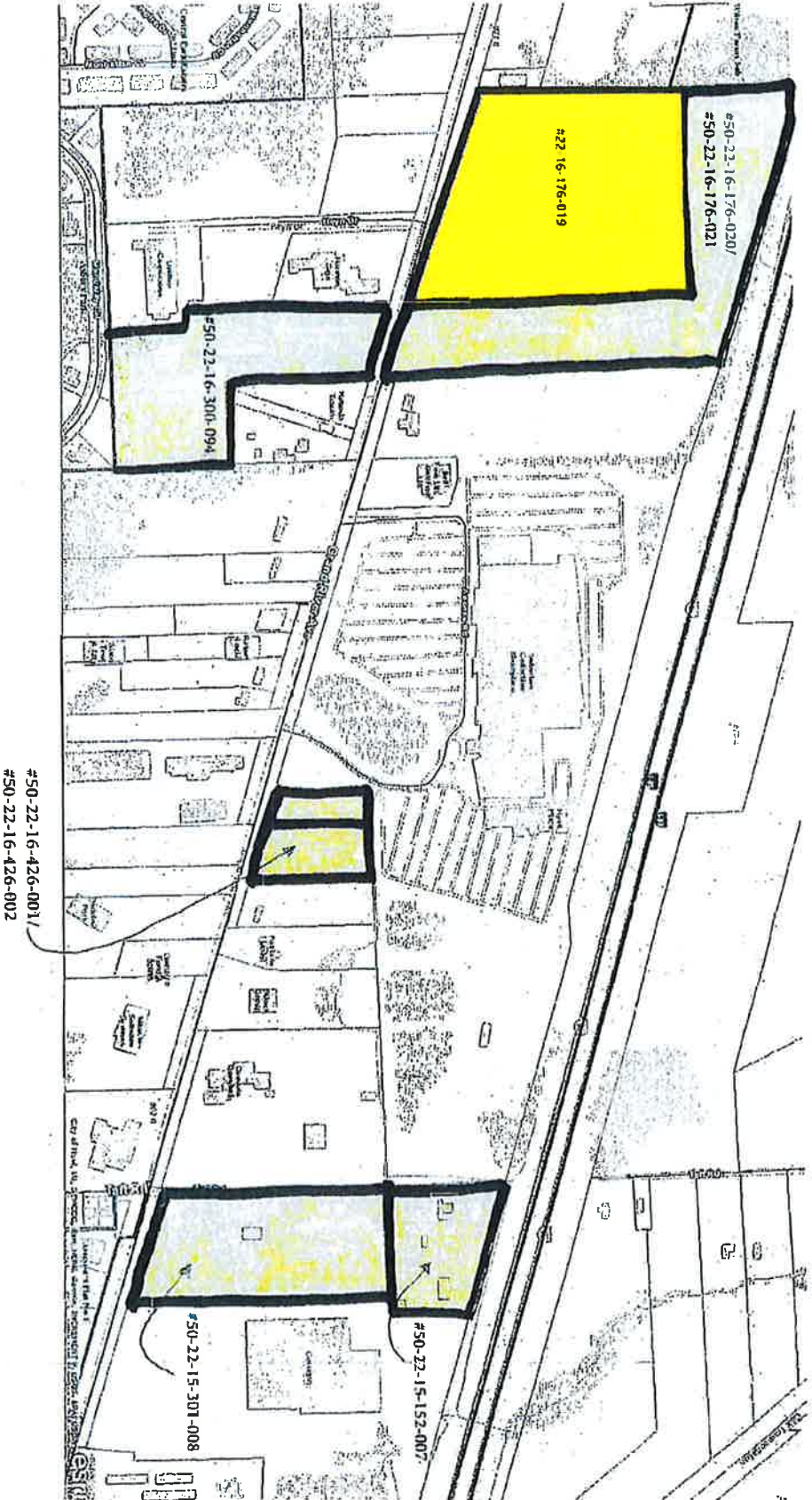
Sincerely,

Servman, LLC

A handwritten signature in black ink, appearing to read 'Blair Bowman', written over the printed name 'Servman, LLC'.

Blair Bowman
Manager/Member

Servman: Land Use Permission Parcels



Wix Mix, L.L.C.

A Michigan Limited Liability Company

46100 Grand River Avenue

Novi, Michigan 48374

Ph: (248) 348-5600 Fax: (248) 347-7720

March 21, 2023

City of Novi

45175 Ten Mile Rd.

Novi, MI 48375

RE: Land Use Permission of Parcel: #50-22-16-176-028

To Whom it May Concern,

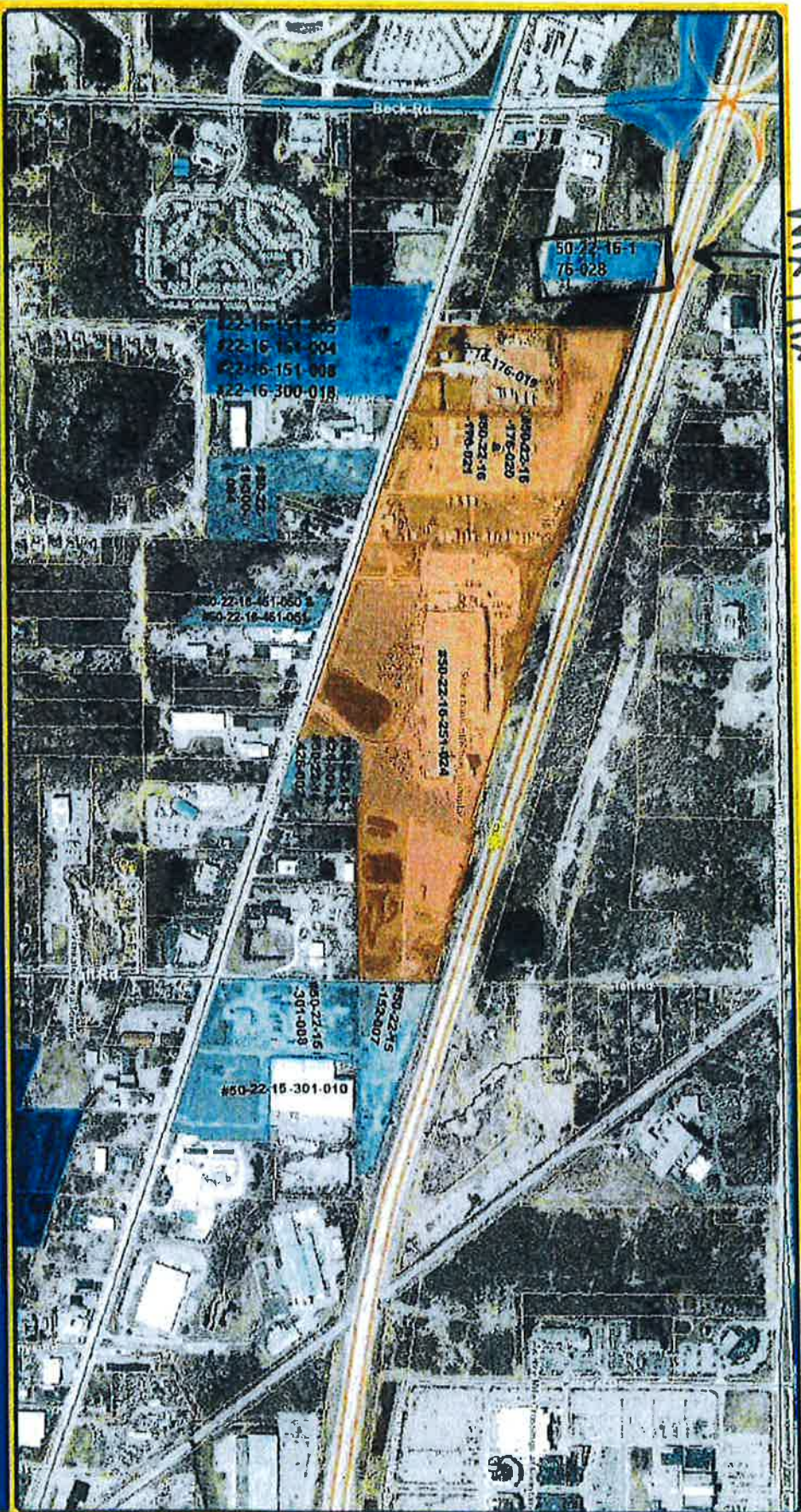
Wix Mix, L.L.C, as Owner of the above-mentioned parcels hereby grants permission for use of these properties in conjunction with the Outdoor Gathering Permit for the Motor City Comic Con event taking place from May 19, 2023 through May 21, 2023 at the Suburban Collection Showplace located at 46100 Grand River Avenue, Novi, MI 48374. Please see attached map for parcel locations.

Sincerely,

Wix Mix, LLC

A handwritten signature in black ink, appearing to read 'Blair Bowman', with a long horizontal stroke extending to the right.

Blair Bowman
Manager



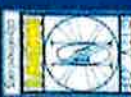
POLYMERIZATION OF VINYL MONOMERS

that is, the proportion of the total sample that is included in the analysis. The effect of the proportion of the sample included in the analysis on the estimated effect size is shown in Figure 3. The estimated effect size decreases as the proportion of the sample included in the analysis decreases. The estimated effect size is 0.20 when the proportion of the sample included in the analysis is 1.0, and it decreases to 0.10 when the proportion of the sample included in the analysis is 0.5. The estimated effect size is 0.05 when the proportion of the sample included in the analysis is 0.25, and it decreases to 0.02 when the proportion of the sample included in the analysis is 0.125.



SCS Site Plan/Overflow Parking

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City of Novi

45175 Tom Nibbel
Novel M148375
cityofnovel.org

Novi Mile, L.L.C.

A Michigan Limited Liability Company

46100 Grand River Avenue

Novi, Michigan 48374

Ph: (248) 348-5600 Fax: (248) 347-7720

March 21, 2023

City of Novi

45175 Ten Mile Rd.

Novi, MI 48375

**RE: Land Use Permission of Parcels: #50-22-16-176-017, 50-22-16-176-026, 50-22-16-176-031,
50-22-16-176-032, 50-22-16-176-036**

To Whom it May Concern,

Novi Mile, L.L.C, as Manager of the above-mentioned parcels hereby grants permission for use of these properties in conjunction with the Outdoor Gathering Permit for the Motor City Comic Con event taking place from May 19, 2023 through May 21, 2023 at the Suburban Collection Showplace located at 46100 Grand River Avenue, Novi, MI 48374. Please see attached map for parcel locations.

Sincerely,

Novi Mile, LLC

Blair Bowman

Manager

Parcel Map

I-95

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

45175 Ten Mile Rd
Novi, MI 48375
cnyolnovi.org



CITY OF NOVI CITY COUNCIL
MAY 8, 2023

SUBJECT: Approval of Zoning Ordinance Text Amendment 18.300 to update the Novi Site Plan and Development Manual in its entirety and to amend the Zoning Ordinance at Section 6, "General Provisions," Section 6.1, "Site Plan Review (All Districts)" to reference the updated 2023 version of the Site Plan and Development Manual. **SECOND READING**

SUBMITTING DEPARTMENT: Community Development - Planning

BACKGROUND INFORMATION:

The City of Novi's Site Plan and Development Manual has served as an important resource for planners, developers, landowners and residents of the city since it was adopted in 1999. It is intended to provide a general overview of the city's various development processes and review standards. It steps readers through the complexities of the site plan, rezoning, special land use, woodland and wetland permitting, and preconstruction processes and submittal requirements. The Site Plan and Development Manual also answers frequently asked questions. The last update to the manual was adopted in 2011. The current draft update proposed would replace the 2011 version.

The most important update to the document is the section on the Planned Rezoning Overlay process (Chapter 3, Section 3.2) starting on page 24 of the manual. Since ordinance 18.297 amending the PRO was adopted in August 2021, the description of the PRO process has been out of date. That amendment changed several aspects of the PRO, including an initial submittal with review by the Planning Commission and City Council regarding eligibility to use the PRO option. The new text also clarifies what is to be provided by an applicant at the time of application.

Other minor updates to the manual have also been made, including changing references from the Community Development Department to Plan Review Center, an explanation of phasing plans (page 7), requiring digital copies of plan submittals to improve recordkeeping, and updating ITE rates as they relate to Traffic Studies (page

45). Clarifications have also been made in Chapter 6 for the Pre-Construction process and Soil Erosion permitting (pages 54-55). A rough mark-up of the 2011 version of the document is provided in this packet for further illustration of the sections that have been revised.

As part of the Zoning Ordinance, applicants are required to follow any procedures and policies detailed in the Site Plan and Development Manual, or seek a variance or waiver of those procedures, just as they would do for deviations from the Zoning Ordinance. Therefore, any revisions to the Site Plan and Development Manual follow the usual course for revisions to the Zoning Ordinance, and may be approved by the City Council following public hearing and recommendation from the Planning Commission.

A public hearing was held on April 5, and the Planning Commission recommended approval to City Council of the proposed ordinance amendment and adoption of the updated Manual. The City Council considered the request at the April 17th meeting and approved the ordinance amendment and adoption of the updated Manual for the First Reading.

RECOMMENDED ACTION: Approval of Zoning Ordinance Text Amendment 18.300 to update the Novi Site Plan and Development Manual in its entirety and to amend the Zoning Ordinance at Section 6, "General Provisions," Section 6.1, "Site Plan Review (All Districts)" to reference the updated 2023 version of the Site Plan and Development Manual. SECOND READING

PROPOSED TEXT AMENDMENT

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI
ORDINANCE NO. 18.300

AN ORDINANCE TO AMEND THE CITY OF NOVI CODE OF ORDINANCES, ORDINANCE 14-271, THE CITY OF NOVI ZONING ORDINANCE, AS AMENDED, AT ARTICLE 6, "DEVELOPMENT PROVISIONS," SECTION 6.1, SITE PLAN REVIEW (ALL DISTRICTS); IN ORDER TO UPDATE THE EXISTING CITY OF NOVI SITE PLAN AND DEVELOPMENT MANUAL.

THE CITY OF NOVI ORDAINS:

Part I.

That The City of Novi Zoning Ordinance, as amended, Article 6, General Provisions, Section 6.1 Site Plan Review (All Districts), Subsection 8, is hereby amended to read as follows:

8. All provisions of the Novi Site Plan and Development Manual, as revised and dated ~~2023~~ ~~2011~~ and attached hereto, excluding any appendix or attachments thereto, are hereby adopted, enacted, and made part of this Ordinance. The provisions of the Site Plan and Development Manual shall govern site plan review procedures and development requirements within the City of Novi; provided, if any provision of the Site Plan and Development Manual is in conflict with the City Charter, this or any other ordinance, or applicable statute, the conflicting provision shall not be interpreted as repealing said Charter, ordinance or statute, but rather said Charter, ordinance or statute shall govern.

PART II.

Severability. Should any section, subdivision, clause, or phrase of this Ordinance be declared by the courts to be invalid, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated.

PART III.

Savings Clause. The amendment of the Novi Code of Ordinances set forth in this Ordinance does not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture, or punishment, pending or incurred prior to the amendment of the Novi Code of Ordinances set forth in this Ordinance.

PART IV.

Repealer. All other Ordinance or parts of Ordinance in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

PART V.

Effective Date: Publication. Public hearing having been held hereon pursuant to the provisions of Section 103 of Act 110 of the Public Acts of 2006, as amended, the provisions of this Ordinance shall be published within fifteen (15) days of its adoption by publication of a brief notice in a newspaper circulated in the City of Novi stating the date of enactment and effective date, a brief statement as to its regulatory effect and that a complete copy of the Ordinance is available for public purchase, use and inspection at the office of the City Clerk during the hours of 8:00 A.M. to 5:00 P.M., Local Time. The provisions of this Ordinance shall become effective seven (7) days after its publication.

MADE, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, ON THE ____ DAY OF _____, 2023.

ROBERT J. GATT, MAYOR

CORTNEY HANSON, CITY CLERK

Ayes:
Nays:
Abstentions:
Absent:

**SITE PLAN AND DEVELOPMENT MANUAL
DRAFT 2023 UPDATE**

CITY OF NOVI SITE PLAN AND DEVELOPMENT MANUAL



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CHAPTER 2: SPECIAL LAND USE PERMIT REVIEW PROCESS

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- [Section 3.2: Planned Rezoning Overlay Review Process](#)

CHAPTER 4: NATURAL FEATURES REVIEW PROCESS

- [Section 4.1: Woodlands Protection](#)
- [Section 4.2: Wetlands and Watercourse Protection](#)

CHAPTER 5: ADDITIONAL STUDIES

- [Section 5.1: Traffic Impact Studies](#)
- [Section 5.2: Community Impact Statement](#)

CHAPTER 6: OVERVIEW OF CONSTRUCTION PROCESS AND REQUIRED PERMITS

- [Section 6.1: Pre-Construction Process](#)
- [Section 6.2: Soil Erosion and Sedimentation Control](#)

CHAPTER 1

SITE PLAN REVIEW PROCESS



SITE PLAN REVIEW PROCESS

INTRODUCTION

This document is intended to provide a general overview of the City of Novi's site plan review process. Potential applicants should contact the Community Development Department to arrange a meeting to discuss specific site plan proposals and review procedures. Furthermore, the provisions of this manual are not intended to repeal, eliminate or otherwise limit any of the requirements or provisions contained in the Zoning Ordinance or City Code. City ordinances and codes should be thoroughly researched prior to site plan application submittal.

WHAT IS THE SITE PLAN REVIEW PROCESS?

The Site Plan Review Process is a five step process consisting of a Concept Meeting, Pre-Application review and meeting, Preliminary Site Plan review, Final Site Plan review and Stamping Set approval. Many projects also require Planning Commission or City Council approval.

A concept meeting can be scheduled with Plan Review Staff to informally review a conceptual site plan idea and discuss the Zoning Ordinance requirements before submitting plans for review.

WHAT TYPES OF DEVELOPMENT MUST GO THROUGH THE SITE PLAN REVIEW PROCESS?

- ❑ Building of any structures or additions, including carports, patios and outside mechanical equipment, other than single-family homes to be used as a residence
- ❑ Improvements to, modifications of, or expansion of off-street parking areas, except for maintenance such as resurfacing, or re-striping as shown on previously approved site plan
- ❑ A change of use within an existing freestanding building or the interior modification of an existing use which results in an increase in off-street parking needs
- ❑ Improvements to, expansion or extension of or abandonment of any public or private overhead or underground utility or utility-related lines or easements (including oil and gas production facilities)
- ❑ Establishment of any site condominium or condominium development
- ❑ Proposed construction of public or private roads
- ❑ Revisions made to any previously approved site plan including, but not limited to:
 - ❑ Approved landscape plans
 - ❑ Modifying the location of or expanding the size of buildings
 - ❑ Changes to the façade, including material and color changes
 - ❑ Revisions to any phasing plan
- ❑ Special land uses (Principal Uses Permitted Subject to Special Conditions)
- ❑ Any of the above items that would intrude or cause impact into regulated woodlands or wetlands

SITE PLAN REVIEW PROCESS

INTRODUCTION

WHAT TYPES OF INFORMATION ARE REQUIRED ON A SITE PLAN?

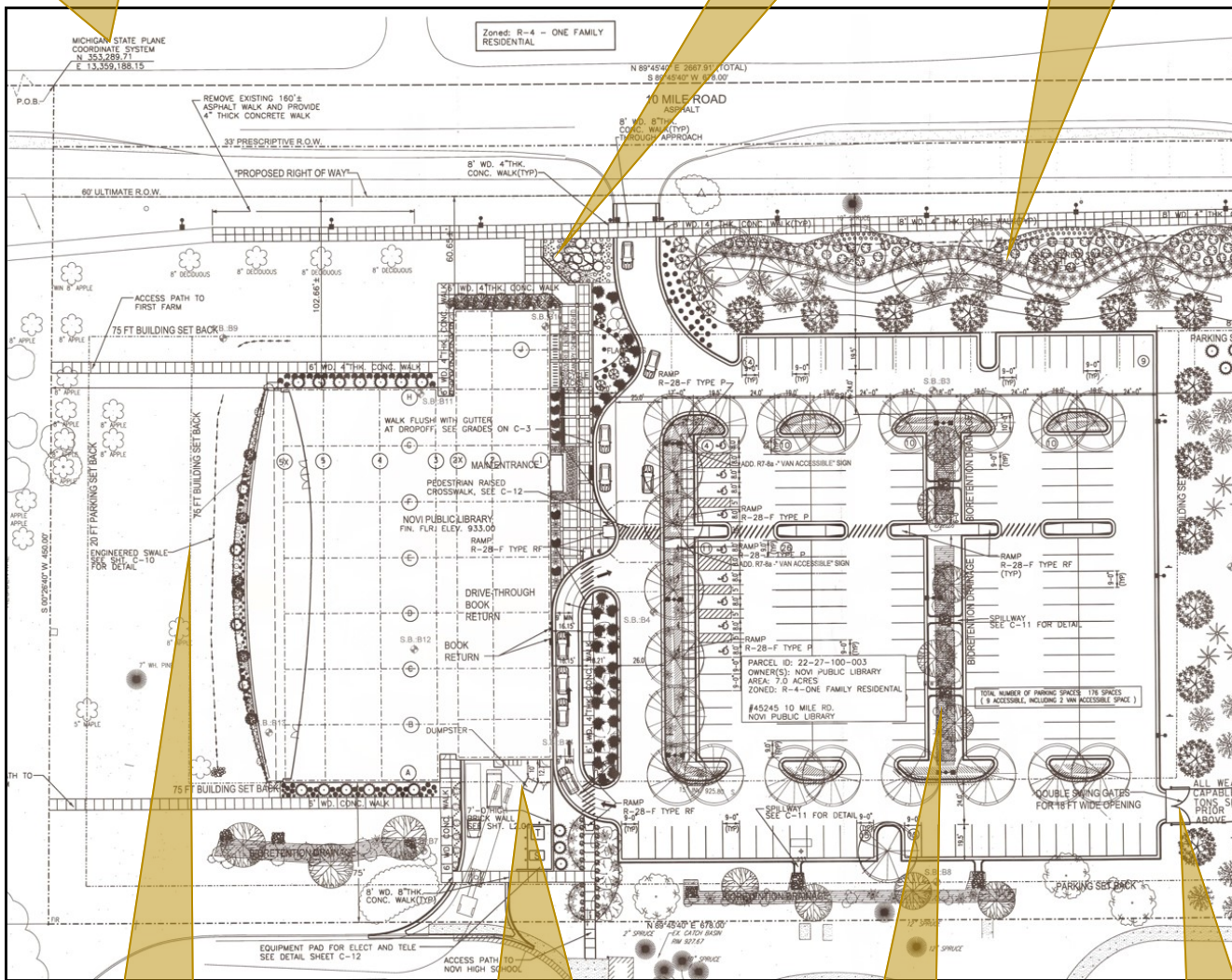
The site plan shown below identifies and shows examples of some of the information staff would need to review on a proposed site plan drawn to-scale, 24"x36" in size.

Provide ties to section corners using the Michigan Plane Coordinate System

Service connections to and/or extensions of sanitary sewer and watermain are required

Sidewalks/pathways and bicycle parking

Landscaping must be provided along building, within parking lot and along perimeter of site



Building and parking set-backs and dimensions

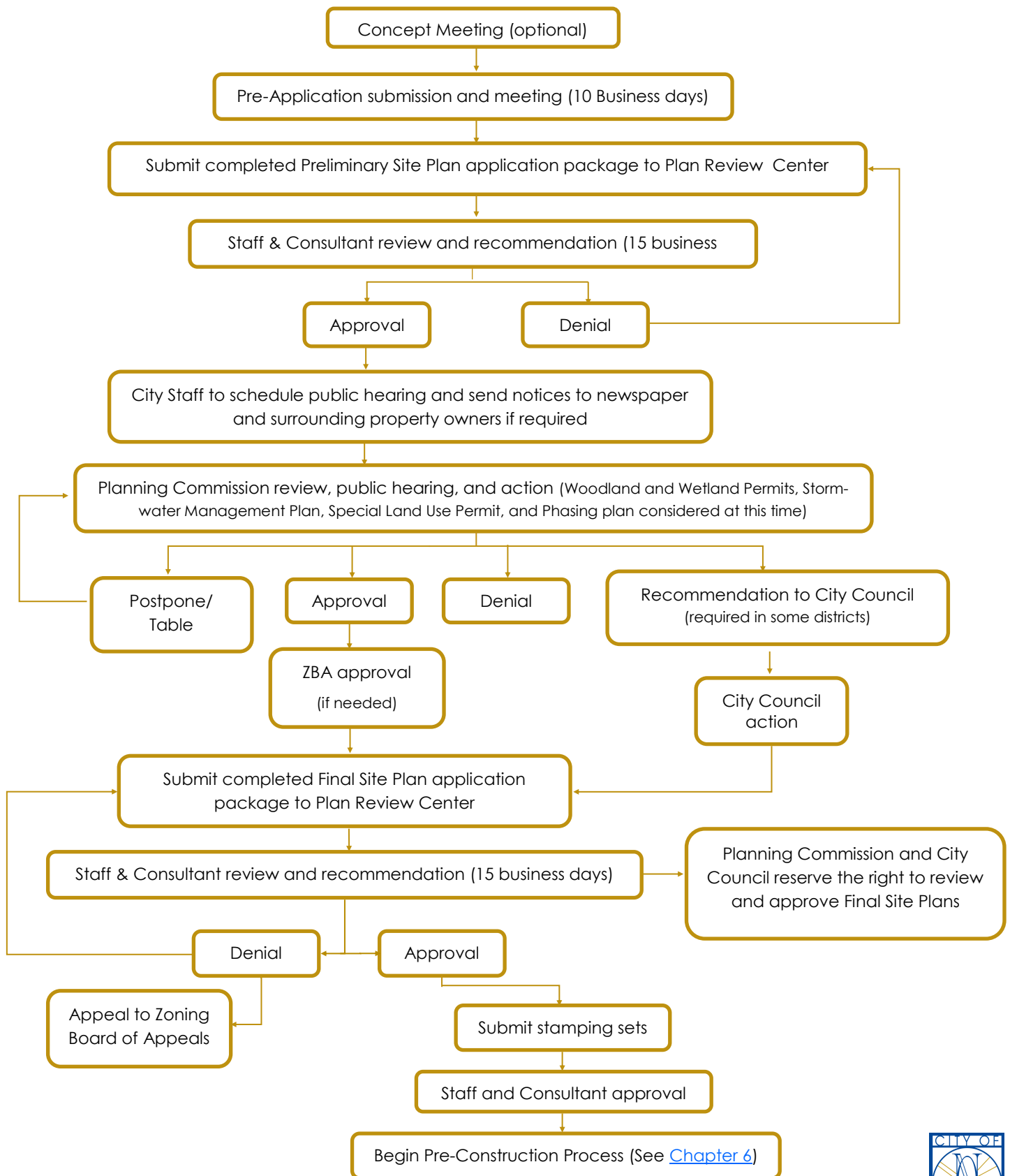
Loading area and Dumpsters must be screened and placed in accessible locations away from residential and barrier free spaces

Stormwater detention is typically required

Two points of access are typically required

SITE PLAN REVIEW PROCESS

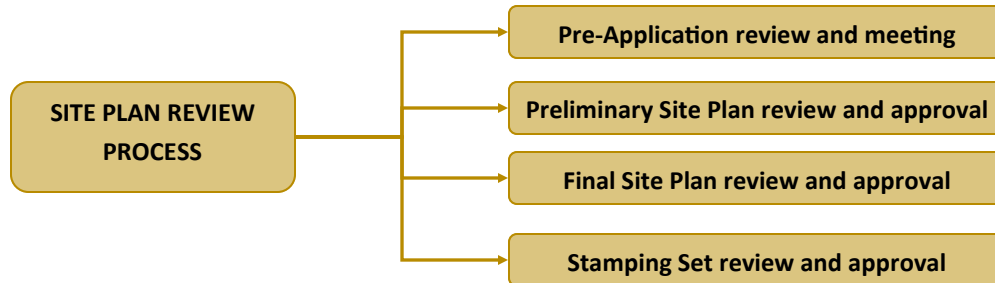
FLOW CHART



SITE PLAN REVIEW PROCESS

OVERVIEW

WHAT ARE THE MAJOR COMPONENTS OF THE SITE PLAN REVIEW PROCESS?



PRE-APPLICATION REVIEW AND MEETING

Prior to a Pre-Application submittal, an applicant should schedule a concept meeting with the Plan Review Center staff to discuss the site plan review process and Zoning Ordinance requirements. There are no fees associated with this meeting and it can be arranged by contacting the Plan Review Center at 248-347-0475. A concept meeting is not required but is recommended.

WHAT SHOULD BE SUBMITTED TO BEGIN THE PRE-APPLICATION PROCESS?

An applicant must discuss the proposed development of a property with the Plan Review Center staff at a Pre-Application meeting. An applicant should submit the required [Pre-Application Meeting Request Form](#) (found in [Attachment A](#) and at cityofnovi.org) along with eight sets of folded size 24" x 36" proposed concept plans and a brief narrative describing the use of the property. If the applicant wishes to receive an estimate of review fees, the [Request for Estimated Fees](#) form can also be submitted (found in [Attachment A](#) and at cityofnovi.org). Pre-Application plans are reviewed and Pre-Application meetings are held free of charge. Once the Pre-Application package is submitted a meeting can generally be scheduled within ten business days.

Phasing: If a project is to be constructed in distinct phases, a Phasing Plan shall be included in the Preliminary Site Plan submittal that clearly identifies the extent of each phase. Each phase, when considered in context with earlier phases, must be capable of meeting all applicable requirements of the city's ordinances. Further details of each phase are required with the Final Site Plan stage, including all grading, utilities, access roads and paths, landscaping, buildings, and hydrant coverage. Required cost estimates shall also be broken down by each phase. Separate pre-construction meetings and financial guarantees will be required for each phase proposed. **Generally, only large projects that are not anticipated to be completed within 2 years of the initial permit, as described in Chapter 26.5, should be considered for phasing.**

SITE PLAN REVIEW PROCESS

OVERVIEW

PRELIMINARY SITE PLAN REVIEW AND APPROVAL

WHAT NEEDS TO BE SUBMITTED TO BEGIN THE FORMAL PRELIMINARY SITE PLAN REVIEW PROCESS?

- ❑ A completed [Application for Site Plan and Land Use Approval](#) (found in [Attachment A](#) and at cityofnovi.org) listing the exact acreage of the following: entire site, regulated woodlands and regulated wetlands
- ❑ A completed [Preliminary Site Plan Checklist](#) (found in [Attachment A](#) and at cityofnovi.org) (All items listed in the Preliminary Site Plan Checklist must be shown on the plans.)
- ❑ Eight sets of signed and sealed size 24" x 36" folded plans, including utilities, stormwater detention, landscaping, phasing, and woodland and wetland impact information, as applicable. (Include a digital PDF version plans.)
- ❑ A Community Impact Statement, if required (This item will be discussed at the Pre-Application meeting. Refer to [Chapter 5](#) for additional information on Community Impact Statements.)
- ❑ A Traffic Impact Study, if required (This item will be discussed at the Pre-Application meeting. Refer to [Chapter 5](#) for additional information on Traffic Impact Studies.)
- ❑ A written statement describing the proposed use
- ❑ A completed [Hazardous Chemical Survey](#) (commercial and industrial users only - found in [Attachment A](#) and at cityofnovi.org)
- ❑ A completed [Non-Domestic Sewer Use Form](#) (commercial and industrial users only - found in [Attachment A](#) and at cityofnovi.org)
- ❑ A completed [Street and Project Name Request Form](#), if applicable (found in [Attachment A](#) and at cityofnovi.org)
- ❑ Payment to City of Novi for review fees (Fees are site specific and will be calculated at the time of submittal. An invoice will be sent to the applicant by City staff once all review materials are received.)

WHAT ARE THE STEPS OF THE PRELIMINARY SITE PLAN REVIEW PROCESS?

STEP 1: Formal Preliminary Site Plan package is submitted by the applicant and reviewed by Plan Review Center staff and consultants and comments are forwarded to the applicant via email.

Letters recommending denial may necessitate a revised Preliminary Site Plan review. The applicant will need to submit the [Site Plan Revision Submittal Form](#) available in Attachment A or at cityofnovi.org along with seven sets of signed and sealed size 24" x 36" folded plans. Although not recommended, a Preliminary Site Plan may be considered by the Planning Commission with one or more staff and/or consultant letters recommending denial provided a written request is submitted by the applicant.

SITE PLAN REVIEW PROCESS

OVERVIEW

STEP 2: If a public hearing is required because of a requested Special Land Use Permit, Site Condominium, Woodland Permit, Wetland Permit or special development option, a notice and map are published in a newspaper of general circulation and mailed out to property owners within 300 feet of the subject property and public utilities at least five to fifteen days prior to the public hearing date, depending on the permit requested.

The applicant is required to submit electronic copies of the same Preliminary Site Plan reviewed along with a letter responding to staff and consultant review comments, as well as a Facade Material board, one week prior to the Planning Commission meeting.

STEP 3: The Planning Commission will hold the public hearing (if required), review the Preliminary Site Plan and take one of the following actions on the Preliminary Site Plan (and Site Condominium, Phasing Plan, Stormwater Management Plan and associated permits, if applicable):

- ☐ Approve the Preliminary Site Plan (with or without conditions)
- ☐ Deny the Preliminary Site Plan
- ☐ Table the Preliminary Site Plan
- ☐ Recommend approval of the Preliminary Site Plan to City Council, if applicable
- ☐ Recommend denial of the Preliminary Site Plan to City Council, if applicable

The applicant or applicant's representative must attend the meeting in which their plans are scheduled for consideration. Failure to appear will cause the Planning Commission to postpone consideration of the project.

STEP 4: City Council consideration and approval of the Preliminary Site Plan and associated permits is required in certain zoning districts. Refer to the Zoning Ordinance for specific regulations. Most Preliminary Site Plans and associated permits can be approved by the Planning Commission.

STEP 5: If certain Zoning Ordinance requirements cannot be met the applicant will need to apply for a variance from the Zoning Board of Appeals. Applications are due about six weeks prior to the ZBA meeting date.

The Planning Commission and/or City Council may reserve the right to require Planning Commission and/or City Council approval of the Final Site Plan.

SITE PLAN REVIEW PROCESS

FINAL SITE PLAN REVIEW AND APPROVAL

WHAT NEEDS TO BE SUBMITTED TO BEGIN THE FORMAL FINAL SITE PLAN REVIEW PROCESS?

- A completed [Final Site Plan Application](#) (found in [Attachment A](#) and at cityofnovi.org)
- A completed [Final Site Plan Checklist](#) (found in [Attachment A](#) and at cityofnovi.org) (All items listed in the Final Site Plan Checklist must be shown on the plans.)
- One digital copy and Eight printed sets of signed and sealed size 24" x 36" folded plans, including stormwater detention information, utilities, landscaping, phasing, a photometric plan and woodland and wetland information, if applicable (All applicable disciplines must sign and seal the plans.)
- A [No Revision Façade Affidavit](#) may be submitted if no changes to the façade have been made, if applicable (found in [Attachment A](#) and at cityofnovi.org)
- An itemized engineering cost estimate including sanitary sewer, watermain, storm sewer, paving and grading costs, size 8.5" x 11" (The cost estimate should not include soil erosion or demolition costs.)
- An itemized landscaping cost estimate including greenbelt and greenbelt ornamental trees, perennials, pond plantings, shrubs, edging, mulch, seed mix and seeded lawn, size 8.5" x 11" (The cost estimate should not include woodland trees, replacement trees or mitigation.)
- A written response to all of comments in the review letters describing changes to the plans
- A [Right-of-way Permit Application](#), recommended (found at cityofnovi.org)
- A [Soil Erosion Permit Application](#), recommended (found at cityofnovi.org)
- An [Other Agencies Checklist](#) (found in [Attachment A](#) and at cityofnovi.org)
- Payment to City of Novi of review fees (Fees are site specific and will be calculated at the time of submittal. An invoice will be sent to the applicant by City staff.)

WHAT ARE THE STEPS OF THE FINAL SITE PLAN REVIEW PROCESS?

STEP 1: Formal Final Site Plan package is submitted by the applicant and reviewed by Plan Review Center staff and consultants and comments are forwarded to the applicant via email. Final Site Plan approval is generally administratively granted by City staff.

Letters recommending denial may require a revised Final Site Plan review. The applicant will need to submit the [Site Plan Revision Submittal Form](#) available in [Attachment A](#) or at cityofnovi.org along with signed and sealed size 24" x 36" folded plans. The coordinating planner will tell you how many sets are required.

An applicant may apply for building permits after receiving Preliminary Site Plan review. However, this is at the risk of the applicant as changes required during Final Site Plan review may affect building plans.

SITE PLAN REVIEW PROCESS

If an applicant intends to begin construction immediately following the site plan approval process, the pre-construction process should be initiated following the issuance of Final Site Plan approval letters. Please refer to [Chapter 6](#) for additional information on the pre-construction process.

STAMPING SET REVIEW AND APPROVAL

WHAT NEEDS TO BE SUBMITTED FOR STAMPING SET REVIEW AND APPROVAL?

- Electronic copies of the plans should be submitted for informal review and approval prior to printing Stamping Sets. Staff and consultants will review to verify all comments have been addressed to avoid costly resubmittals.
- Eleven sets of signed and sealed size 24" x 36" folded plans incorporating all the comments in the staff and consultant review letters. (Lesser numbers of plans may be needed for smaller projects. The exact number of Stamping Sets required will be noted in the planning Final Site Plan review letter. All applicable disciplines must sign and seal the plans.)
- Additional information (i.e. legal documents such as master deeds, easements, etc.) may be required and will be noted in the staff and consultant review letters

Staff will inform the applicant if additional corrections to the plans are needed necessitating sheet replacement. The applicant is responsible for disassembling the plans, replacing sheets and reassembling the plans.

WHAT ARE THE STEPS OF THE STAMPING SET REVIEW AND APPROVAL PROCESS?

STEP 1: Electronic copies of the plans are submitted for informal review by Plan Review Center staff and consultants. Any outstanding comments are communicated to the applicant with instructions.

STEP 2: Printed Stampings Sets are submitted by the applicant and reviewed by Plan Review Center staff and consultants.

STEP 2: City staff and consultants will stamp the plans "Approved," pass the stamped plans along to the Building Division, and notify the applicant. The applicant will receive a copy of the stamped plans. The applicant may apply for any required building permits.

HOW LONG ARE SITE PLAN APPROVALS VALID AND CAN THEY BE RENEWED?

Preliminary Site Plan approvals are valid for two years from the date of Planning Commission/City Council or staff approval. Final Site Plan approvals are valid for two years from the date the Stamping Set is approved. An extension of a Preliminary or Final Site Plan approval must be requested in writing by the applicant. The request will be forwarded to and considered by the approving body (Planning Commission, City Council or staff). It is the applicant's responsibility to request the extension prior to expiration of approvals. Up to three one-year extensions may be granted.

CHAPTER 2

SPECIAL LAND USE PERMIT REVIEW PROCESS



SPECIAL LAND USE PERMIT REVIEW PROCESS

INTRODUCTION

This document is intended to provide a general overview of the City of Novi's special land use permit review process. Potential applicants should contact the Plan Review Center to arrange a meeting to discuss specific special land use permit proposals and review procedures. Furthermore, the provisions of this manual are not intended to repeal, eliminate or otherwise limit any of the requirements or provisions contained in the Zoning Ordinance or City Code. City ordinances and codes should be thoroughly researched prior to application for a special land use permit.

WHAT IS A SPECIAL LAND USE PERMIT?

Referred to as "Principal Uses Permitted Subject to Special Conditions," special land use permits allow uses that may be permitted but require additional review and a public hearing prior to their approval within a zoning district. This is different than "Principal Uses Permitted," which are allowed by right anywhere in a district as long as an applicant adheres to the Zoning Ordinance requirements. Special land uses listed within a zoning district may not be permitted at all locations within the district. For example, some uses may be required to be located near an intersection of two major roads. Special land use permits require a public hearing and the approval of the Planning Commission (or City Council in some districts). The Planning Commission (and City Council, if required) will consider the requirements listed in Section 6.1.2.C of the Zoning Ordinance when determining whether or not to approve or deny a special land use permit request.

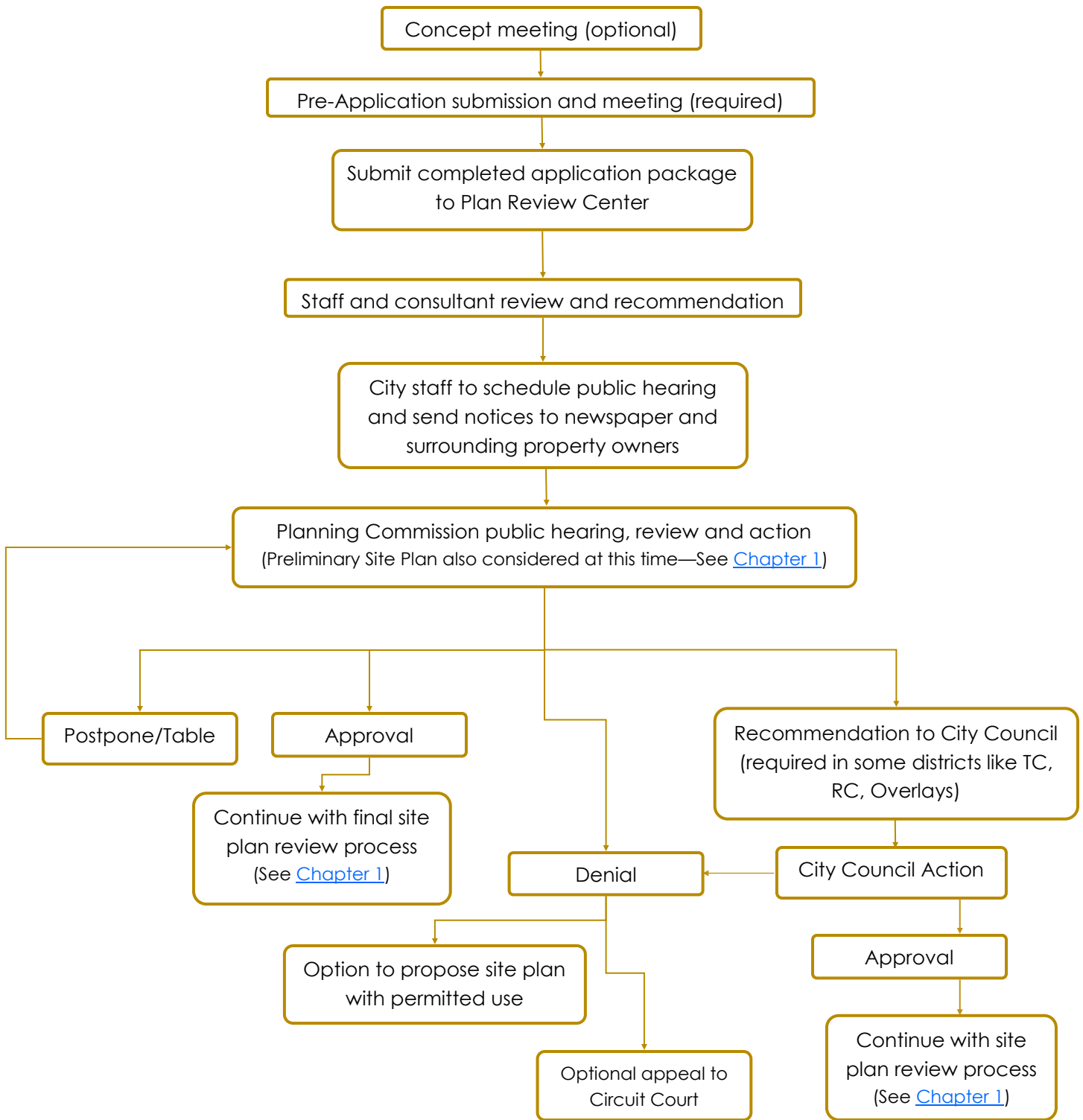
WHAT IS THE FIRST STEP IN THE SPECIAL LAND USE PERMIT REVIEW PROCESS?

An applicant should schedule a concept meeting with the Plan Review Center staff to discuss the special land use permit review process. There are no fees associated with this meeting and it can be arranged by contacting the Plan Review Center at 248-347-0475. A concept meeting is not required but is recommended. If site plan approval is required, any required special land use permits will be considered concurrently with the Preliminary Site Plan review process outlined in [Chapter 1](#).

An applicant must discuss a proposed special land use permit request with the Plan Review Center staff at a Pre-Application meeting. Pre-Application meetings typically follow any previously held concept meetings. An applicant should submit the required [Pre-Application Meeting Request](#) form (found in [Attachment A](#) and at cityofnovi.org) along with a brief narrative describing the proposed use and eight printed sets of site and floor plans, along with one PDF set. If the applicant wishes to receive an estimate of review fees, the [Request for Estimated Fees](#) form can also be submitted (found in [Attachment A](#) and at cityofnovi.org). Pre-Application plans are reviewed and Pre-Application meetings are held with staff free of charge. Once the Pre-Application package is submitted a meeting can generally be scheduled within ten business days.

SPECIAL LAND USE PERMIT REVIEW PROCESS

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SPECIAL LAND USE PERMIT REVIEW PROCESS

OVERVIEW

WHAT NEEDS TO BE SUBMITTED TO BEGIN THE FORMAL REVIEW PROCESS?

- Completed Preliminary Site Plan package (Refer to [Chapter 1](#)). Abbreviated application packages may be permitted if no exterior site alterations are proposed.
- A Traffic Impact Study, if required (This item will be discussed at the Pre-Application meeting. Refer to [Chapter 5](#) for additional information on Traffic Impact Studies.)
- A Community Impact Statement, if required (This item will be discussed at the Pre-Application meeting. Refer to [Chapter 5](#) for additional information on Community Impact Statements.)
- A written statement describing the proposed use
- A Noise Impact Statement or a Noise Analysis, if required, or written statement requesting a waiver of this requirement and stating the reasons for the requested waiver, in accordance with the requirements described later in this section
- Payment to City of Novi for review fees (Fees are site specific and will be calculated at the time of submittal. An invoice will be sent to the applicant by City staff after submittal is received.)

WHAT ARE THE STEPS OF THE SPECIAL LAND USE PERMIT REVIEW PROCESS?

STEP 1: Plan Review Center staff meets with the applicant at the Pre-Application meeting to go over the initial comments from staff and consultants.

STEP 2: Formal Preliminary Site Plan and Special Land Use permit request is submitted by the applicant and reviewed by Plan Review Center staff and consultants. Review letters are forwarded to the applicant via email.

STEP 3: A public hearing notice and map are published in a newspaper of general circulation and mailed out to property owners within 300 feet of the property at least fifteen days prior to the public hearing date.

The applicant is required to submit a letter responding to the staff and consultant review comments and provide an electronic version of the site plan prior to the Planning Commission meeting.

STEP 4: The Planning Commission will hold the public hearing, review the application and take one of the following actions:

- Approve the Special Land Use permit and Preliminary Site Plan with or without conditions
- Recommend approval or denial of the Special Land Use permit and Preliminary Site Plan to City Council (required in some districts—See Step 5.)
- Deny the Special Land Use permit and Preliminary Site Plan
- Table the request for further study

SPECIAL LAND USE PERMIT REVIEW PROCESS

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The applicant or applicant's representative must attend the meeting at which the plans are scheduled for consideration. Failure to appear may cause the Planning Commission to postpone or deny consideration.

STEP 5: If required, the request will be placed on the next available City Council agenda for consideration of the Special Land Use permit and Preliminary Site Plan

STEP 6: The City Council will take one of the following actions:

- ☐ Approve the Special Land Use permit and Preliminary Site Plan with or without conditions
- ☐ Deny the Special Land Use permit and Preliminary Site Plan
- ☐ Table the request for further study

STEP 7: If approved, the applicant continues with the site plan review process. (See [Chapter 1.](#))

WHEN IS A NOISE IMPACT STATEMENT OR NOISE ANALYSIS REQUIRED?

Some uses requiring special land use permits also require the submission of a Noise Impact Statement or Noise Analysis. The Zoning Ordinance includes text indicating which document is required in the use standards or district standards. If neither document is noted next to the listed use then no additional documentation addressing the noise impacts of a use is required.

WHAT SHOULD BE INCLUDED IN A NOISE IMPACT STATEMENT AND NOISE ANALYSIS?

Both a Noise Impact Statement and Noise Analysis shall demonstrate that the proposed use, proposed mechanical equipment and activities anticipated to occur on the site will comply with the noise standards listed in Section 5.14.10 of the Zoning Ordinance and shall include the following:

- ☐ Noise Impact Statement
 - ☐ Prepared by a design professional (project architect or engineer)
 - ☐ Note all external and internal sound-generating equipment including manufacturer's specifications
 - ☐ Include hours of operation
 - ☐ Include any proposed sound proofing measures or noise attenuation features (i.e., berm, wall, etc.)
 - ☐ Based on the proposed use and results of the Noise Impact Statement, staff and Planning Commission may request a Noise Analysis

SPECIAL LAND USE PERMIT REVIEW PROCESS

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- Noise Analysis
 - Prepared by a certified sound engineer
 - Contain all information generally evaluated by a licensed professional for purposes of determining compliance with noise limitations and attenuation requirements

An applicant may request a waiver of the Noise Impact Statement or Noise Analysis from the Planning Commission. In order to request a waiver, the applicant should submit a written statement requesting the waiver and demonstrating a practical difficulty in providing the noise information and/or stating how the proposed use clearly meets the noise standards in Section 5.14.10 of the Zoning Ordinance.

DOES APPROVAL OF A SPECIAL LAND USE PERMIT ALLOW CONSTRUCTION TO BEGIN?

Approval of a Special Land Use permit does not authorize construction or use of land. The applicant will need to complete the site plan review process outlined in [Chapter 1](#) before beginning construction. Building Permits may also be required.

CHAPTER 3

REZONING AND PLANNED REZONING OVERLAY REVIEW PROCESS



SECTION 3.1 REZONING REVIEW PROCESS

INTRODUCTION

This document is intended to provide a general overview of the City of Novi's rezoning review process. Potential applicants should contact the Plan Review Center to arrange a meeting to discuss specific rezoning proposals and review procedures. Furthermore, the provisions of this manual are not intended to repeal, eliminate or otherwise limit any of the requirements or provisions contained in the Zoning Ordinance or City Code. City ordinances and codes should be thoroughly researched prior to application for a change in zoning.

WHAT IS A REZONING?

An entity wishing to change the zoning designation of a parcel of land can apply to rezone said parcel. A rezoning can be initiated by the City or requested by the property owner.

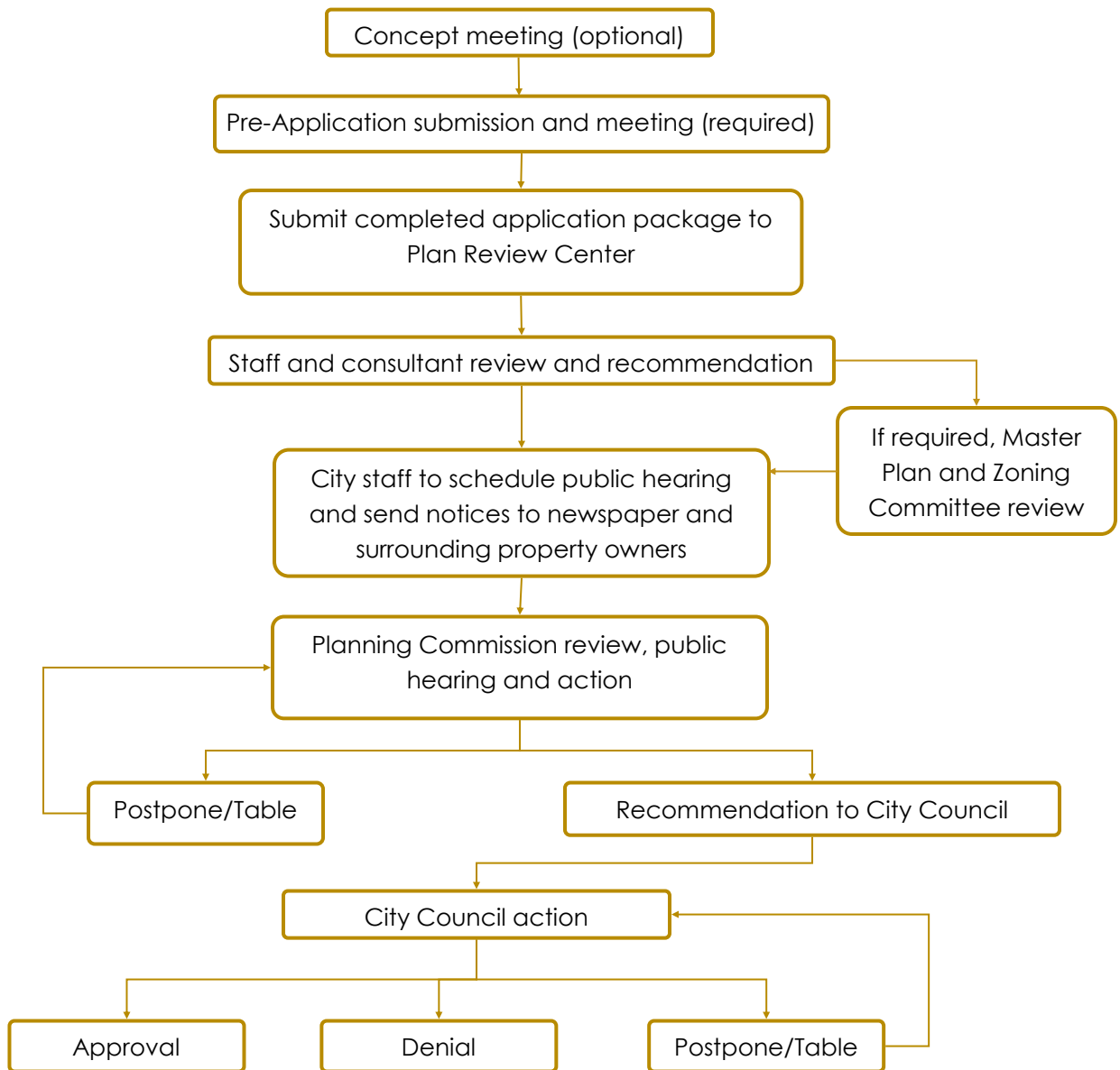
WHAT IS THE FIRST STEP IN THE REZONING REVIEW PROCESS?

An applicant should schedule a concept meeting with the Plan Review Center staff to discuss the rezoning process and Master Plan for Land Use recommendations for the property. There are no fees associated with this meeting. It can be arranged by contacting the Plan Review Center at 248-347-0475. A concept meeting is not required but is recommended.

An applicant must discuss the proposed rezoning of a property with the Plan Review Center staff at a Pre-Application meeting. Pre-Application meetings typically follow a concept meeting, and provides a more detailed review of the proposed project. An applicant should submit the required [Pre-Application Meeting Request Form](#) (found in [Attachment A](#) and at cityofnovi.org) along with the proposed rezoning engineering survey and a brief narrative of the reason for the proposed rezoning as well as any potential future development plans. If the applicant wishes to receive an estimate of review fees, the [Request for Estimated Fees](#) form can also be submitted (found in [Attachment A](#) and at cityofnovi.org). Pre-Application plans are reviewed and Pre-Application meetings are held free of charge. Once the Pre-Application package is submitted a meeting can generally be scheduled within ten business days.

SECTION 3.1 REZONING REVIEW PROCESS

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SECTION 3.1 REZONING REVIEW PROCESS

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WHAT NEEDS TO BE SUBMITTED TO BEGIN THE FORMAL REZONING REVIEW PROCESS?

- ❑ A completed [Application for Site Plan and Land Use Approval](#) (found in [Attachment A](#) and at cityofnovi.org)
- ❑ Four copies of the engineering survey of the property to be rezoned
- ❑ A sign location plot plan in accordance with the rezoning sign requirements described on page 22-23
- ❑ A Rezoning Traffic Impact Study, if required (This item will be discussed at the Pre-Application meeting. Refer to [Chapter 5](#) for additional information on Traffic Impact Studies.)
- ❑ A written statement describing potential development under the proposed zoning and current zoning
- ❑ A Community Impact Statement, if required (This item will be discussed at the Pre-Application meeting. Refer to [Chapter 5](#) for additional information on Community Impact Statements.)
- ❑ A check payable to the City of Novi for review fees (Fees are site specific and will be calculated at the time of submittal. An invoice will be sent to the applicant by City staff.)

WHAT ARE THE STEPS OF THE REZONING REVIEW PROCESS?

STEP 1: Formal rezoning request is submitted by the applicant and reviewed by Plan Review Center staff and consultants and comments are forwarded to the applicant via email.

STEP 2: If the proposed zoning district is not consistent with the Future Land Use designation for the property, the proposal will be scheduled for review by the Master Plan & Zoning Committee. The applicant must attend the meeting.

STEP 3: A public hearing notice and map are published in a newspaper of general circulation and mailed out to property owners within 300 feet of the proposed rezoning and public utilities at least fifteen days prior to the public hearing date. The applicant must post the rezoning signs in accordance with the sign requirements described later in this section at least fifteen days prior to the public hearing date. Failure to post these signs within the required time will lead to postponement of the public hearing. The applicant is responsible for re-notification costs.

The applicant is required to submit a letter responding to the staff and consultant review comments prior to the Planning Commission meeting.

STEP 4: The Planning Commission will hold the public hearing, review the rezoning application and take one of the following actions:

- ❑ Recommend approval of the rezoning to City Council
- ❑ Recommend denial of the rezoning to City Council
- ❑ Table the request for further study

SECTION 3.1 REZONING REVIEW PROCESS

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No required public hearing or matter for consideration by the Planning Commission which otherwise meets the City's requirements may be delayed for more than two consecutive meetings (excluding special meetings). A formal application must appear before the Planning Commission no later than the third meeting for which it is eligible. The applicant or applicant's representative must attend the meeting in which their plans are scheduled for consideration. Failure to appear may cause the Planning Commission to postpone consideration of or deny the rezoning.

STEP 5: The request will be placed on the next available City Council agenda. The applicant may request a delay in action by the City Council for up to four regularly-scheduled meetings beyond the meeting it is first eligible to appear.

If the applicant delays the request beyond the four City Council meeting limit allowed, the rezoning application will be considered withdrawn and rezoning signs shall be removed from the property. Should the applicant wish to continue the request, new application materials shall be submitted. In this case, the applicant does not have to schedule a new Pre-Application meeting.

STEP 6: The City Council will take one of the following actions:

- ☐ Tentative Approval of the proposed rezoning
- ☐ Deny the proposed rezoning
- ☐ Table the request for further study

STEP 7: If tentative approval was indicated, the City Council will consider the request at a second meeting for final approval.

DOES REZONING A PARCEL ALLOW CONSTRUCTION TO BEGIN?

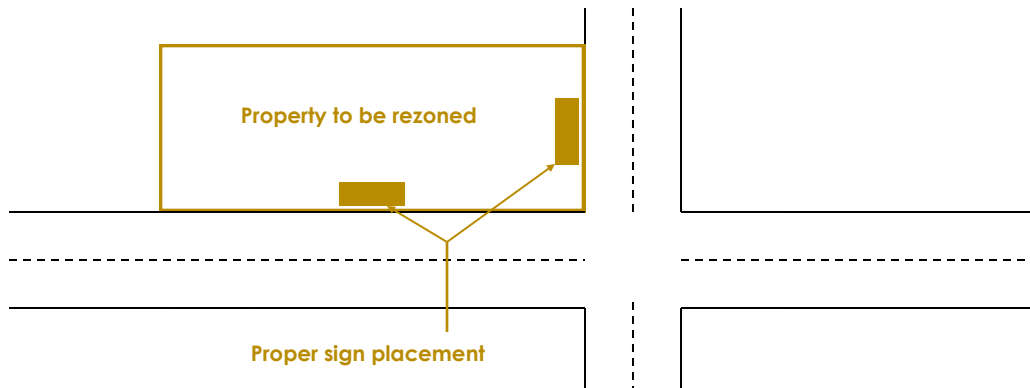
Rezoning does not authorize construction or use of land. If the requested rezoning is approved, a property owner can make a specific site plan review or land use request. Permits to allow construction will be granted if the site plan and/or land use is approved. See Chapter 1 for Site Plan review process.

WHAT ARE THE REQUIREMENTS FOR REZONING SIGNS?

The applicant must install the rezoning sign a minimum of fifteen days prior to the Planning Commission public hearing. The sign must be placed on the property proposed for rezoning and in full public view along all of the property's road frontages. The sign must be located along the property line of the right-of-way at the midpoint of the property width. A corner lot will require a sign for each road frontage. The sign location must be identified on the sign location plot plan submitted with the initial application materials and approved by the Plan Review Center staff prior to installation. The applicant shall notify the Plan Review Center once signs have been posted and send a photo. City staff will confirm signs are posted in the correct location(s).

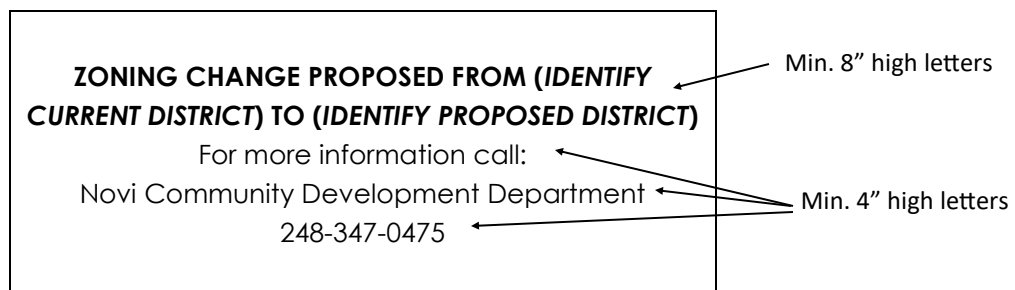
SECTION 3.1 REZONING REVIEW PROCESS

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The sign must meet the following specifications:

- ❑ Black letters on white background;
- ❑ Size: Minimum four feet (vertical) by six feet (horizontal);
- ❑ Sign face must be exterior plywood, aluminum or a similar durable all-weather material;
- ❑ Sign support system must be structurally sound and able to withstand lateral wind of fourteen pounds per square foot; and
- ❑ Wording and font size shall be as follows:



Rezoning signs must be removed within:

- ❑ Seven days of enactment of the rezoning request by City Council;
- ❑ Seven days of withdrawing rezoning application (If the applicant delays the request beyond the four City Council meeting limit allotted, the rezoning application will be considered withdrawn); or
- ❑ Seven days of denial of rezoning request by City Council.

Failure to remove the sign(s) within the allotted time period may require the removal of the sign by the City and/or prosecution at the owner's expense.

SECTION 3.2 PLANNED REZONING OVERLAY REVIEW PROCESS

INTRODUCTION

This document is intended to provide a general overview of the City of Novi's Planned Rezoning Overlay (PRO) review process. Potential applicants should contact the Plan Review Center to arrange a meeting to discuss specific PRO proposals and review procedures. Furthermore, the provisions of this manual are not intended to repeal, eliminate or otherwise limit any of the requirements or provisions contained in the Zoning Ordinance or City Code. City ordinances and codes should be thoroughly researched prior to application for approval of a PRO.

WHAT IS A PLANNED REZONING OVERLAY (PRO)?

An applicant wishing to change the zoning designation of a parcel of land (under their ownership or control) and with a specific development plan in mind can apply to rezone the parcel with a Planned Rezoning Overlay (PRO). A rezoning with a PRO requires the submission of a detailed concept plan showing the proposed site layout. In addition, an applicant must demonstrate that approval of the proposed PRO would be in the public interest and the City Council must find the benefits which would reasonably be expected to accrue from the proposed PRO would clearly outweigh the reasonable foreseeable detriments of the project. If a concept plan is granted tentative approval by City Council, a PRO Agreement is written describing the proposed site layout and any site-specific conditions including deviations from the Zoning Ordinance, proposed uses and the public benefit offered. If the PRO is approved, any development on the site would need to conform to whatever is shown in the concept plan and described in the PRO Agreement. Refer to Section 7.13 of the Zoning Ordinance for specific requirements.

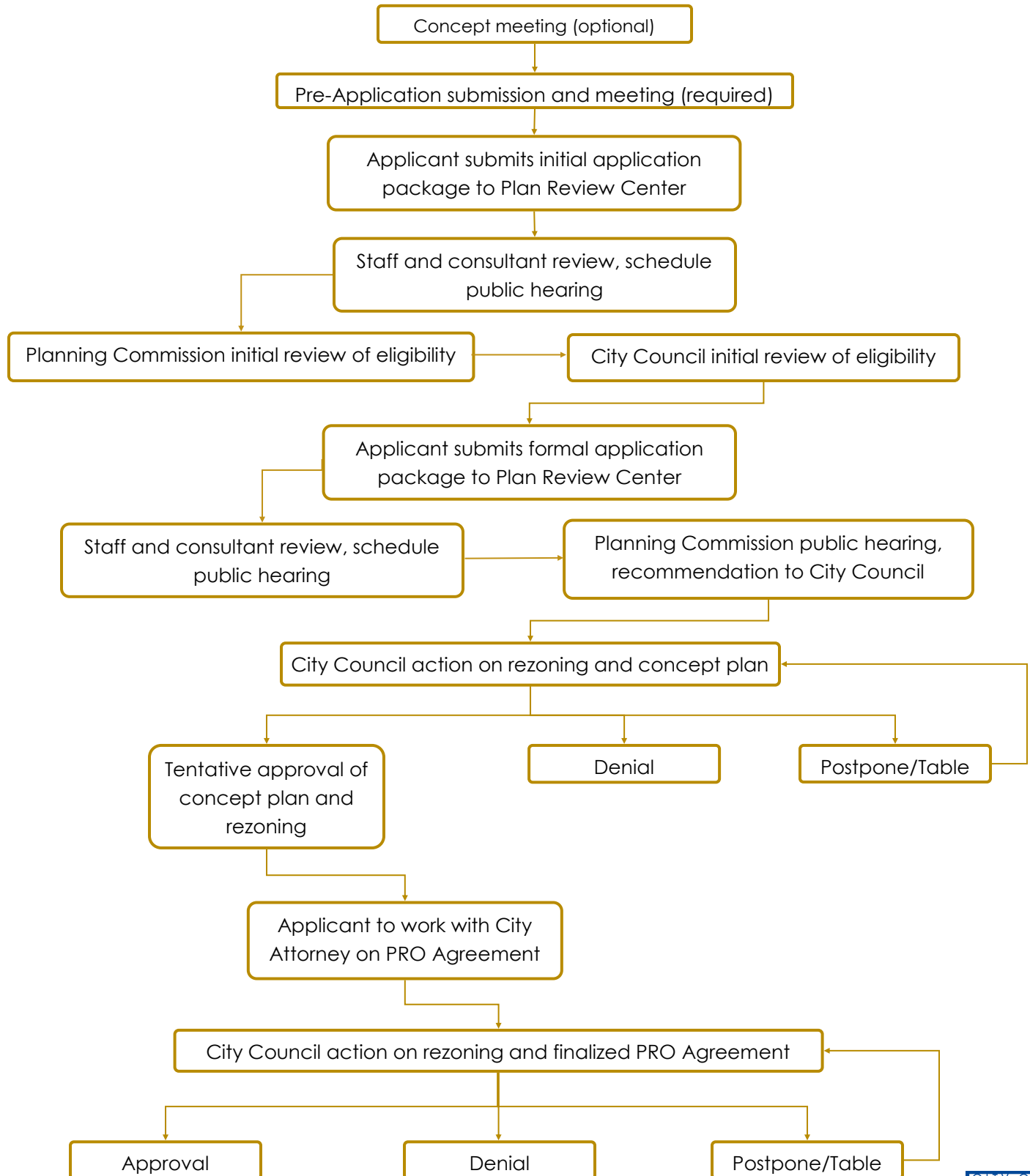
WHAT IS THE FIRST STEP IN THE PRO REVIEW PROCESS?

An applicant should schedule a concept meeting with the Plan Review Center staff to discuss the PRO review process, Master Plan for Land Use recommendations for the property, potential site layouts and uses, and the proposed public benefit(s). There are no fees associated with this meeting and it can be arranged by contacting the Plan Review Center at 248-347-0475. A concept meeting is not required but is recommended. A meeting with the Planning Commission's Master Plan and Zoning Committee may also be held to discuss the rezoning request.

An applicant must discuss a proposed PRO with the Plan Review Center staff at a Pre-Application meeting. An applicant should submit the required [Pre-Application Meeting Request](#) form (found in [Attachment A](#) and at cityofnovi.org) along with the proposed rezoning engineering survey, a brief narrative of future development plans and the benefits of the development and eight sets of concept plans. If the applicant wishes to receive an estimate of review fees, the [Request for Estimated Fees](#) form can also be submitted (found in [Attachment A](#) and at cityofnovi.org). Pre-Application plans are reviewed and Pre-Application meetings are held free of charge. Once the Pre-Application package is submitted a meeting can generally be scheduled within ten business days.

SECTION 3.2 PLANNED REZONING OVERLAY REVIEW PROCESS

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SECTION 3.2 PLANNED REZONING OVERLAY REVIEW PROCESS

OVERVIEW

WHAT NEEDS TO BE SUBMITTED TO BEGIN THE PRO REVIEW PROCESS?

- A completed [Application for Site Plan and Land Use Approval](#) (found in [Attachment A](#) and at cityofnovi.org)
- A Rezoning Traffic Impact Study, if required (This item will be discussed at the Pre-Application meeting. Refer to [Chapter 5](#) for additional information on Traffic Impact Studies.)
- A Community Impact Statement, if required (This item will be discussed at the Pre-Application meeting. Refer to [Chapter 5](#) for additional information on Community Impact Statements.)
- A written statement describing potential development under the current zoning district compared to the proposed development.
- A written narrative explaining the proposed development, any proposed conditions and requested deviations, described in as much detail as possible. Identify the intended land uses, site-specific limitations and restrictions proposed, and benefits to the public. Specifically include a statement of eligibility for PRO Approval, as described in Section 7.13.2.B.ii of the Zoning Ordinance

Section 7.13.2.B.ii: "In order to be eligible for the proposal and review of a rezoning with PRO, an applicant must propose a rezoning of property to a new zoning district classification, and must, as part of such proposal propose clearly-identified site-specific conditions relating to the proposed improvements that (1) are in material respects, more strict or limiting than the regulations that would apply to land under the proposed new zoning district...; and (2) constitute an overall benefit to the public that outweighs any material detriments or that could not otherwise be accomplished without the proposed rezoning."

- A sign location plot plan in accordance with the rezoning sign requirements described in [Section 1](#) of this chapter
- Eight sets of printed PRO concept plans (24" x 36", folded) and 1 digital copy, including an engineering survey and legal description of the property to be rezoned.
- Payment to the City of Novi for review fees (Fees are site specific and will be calculated at the time of submittal. An invoice will be sent to the applicant by City staff.)

WHAT ARE THE STEPS OF THE PRO REVIEW PROCESS?

STEP 1: Plan Review Center staff meets with the applicant at the Pre-Application meeting to go over the initial comments from staff and consultants.

STEP 2: Initial rezoning with PRO request is submitted by the applicant and reviewed by Plan Review Center staff and consultants and comments are forwarded to the applicant via email.

STEP 3: A public hearing notice and map are published in a newspaper of general circulation and mailed out to public utilities and property owners within 300 feet of the proposed rezoning with PRO at least fifteen days prior to the public hearing date. The applicant must post the rezoning signs in accordance with the rezoning sign requirements described [Section 1](#) of this chapter at least fifteen days prior to the public hearing date. Failure to post these signs within the required time will lead to postponement of the public hearing.

SECTION 3.2 PLANNED REZONING OVERLAY REVIEW PROCESS

OVERVIEW

The applicant is required to submit a letter responding to the staff and consultant review comments and a digital color rendering of the concept plan prior to the Planning Commission meeting.

STEP 4: The Planning Commission will hold the public hearing, review and provide comments on the eligibility of the project for PRO

STEP 5: Within 45 days, the request will be placed on a City Council agenda for review and comments on the eligibility of the project for PRO.

The applicant or applicant's representative must attend the meeting in which their plans are scheduled for consideration. Failure to appear will cause the Planning Commission to postpone consideration of the PRO.

STEP 6: Based on the comments received from Staff, Planning Commission, and City Council, the applicant may make changes, additions or deletions to its application before submitting formally. Once the formal submittal is received, the Plan Review Center will undertake a full review of the application. Those reviews are sent to the applicant via email.

STEP 7: A public hearing notice and map are published in a newspaper of general circulation and mailed out to property owners within 300 feet of the proposed rezoning with PRO and public utilities at least fifteen days prior to the public hearing date.

STEP 8: The Planning Commission will hold the public hearing, and make a recommendation to City Council on the rezoning with PRO.

- ☐ Recommend denial
- ☐ Recommend approval or approval with conditions
- ☐ Postpone for further review

STEP 9: Following a recommendation from the Planning Commission, the City Council shall consider the proposed rezoning with PRO application and take one of the following actions:

- ☐ Tentatively approve the proposed rezoning with PRO and PRO concept plan, specifying the tentative conditions
- ☐ Deny the proposed rezoning with PRO and PRO concept plan
- ☐ Table the request for further study

STEP 10: If tentative approval is granted, the applicant works with the City Attorney to create a finalized draft of the PRO Agreement identifying all conditions and benefits of the rezoning with PRO and deviations from the Zoning Ordinance.

SECTION 3.2 PLANNED REZONING OVERLAY REVIEW PROCESS

OVERVIEW

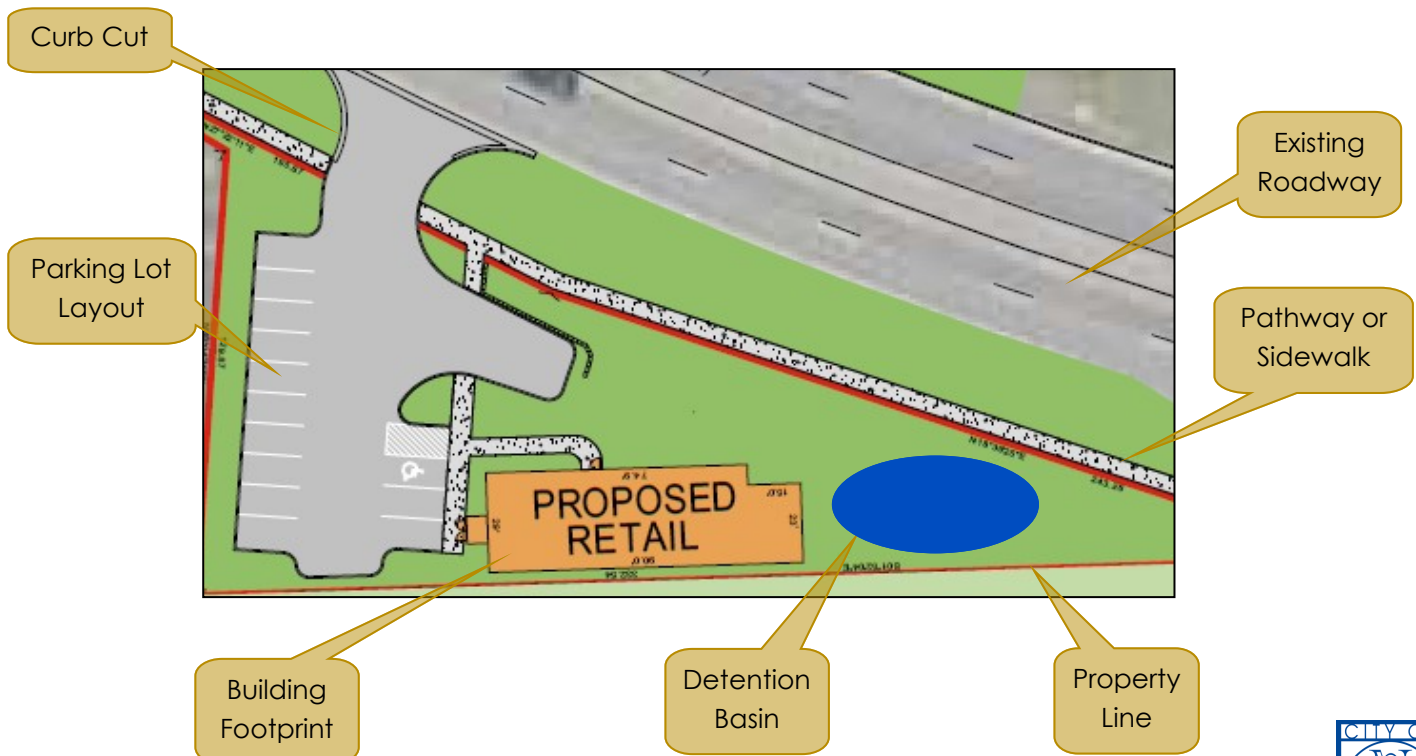
STEP 11: Upon completion of the PRO Agreement, the City Council will make a final determination with one of the following actions on the proposed rezoning with PRO, PRO concept plan and PRO Agreement:

- ☐ Approve
- ☐ Approve with conditions
- ☐ Deny

WHAT SHOULD BE INCLUDED IN THE CONCEPT PLAN?

A concept plan must be prepared, signed and sealed by a registered architect or engineer and show the general layout and dimensions of the proposed physical improvements with sufficient detail to allow the verification of any proposed Ordinance deviations and conditions being offered. This would include a) location of existing and proposed buildings, b) proposed uses within the buildings and on all affected property, c) proposed curb cuts, parking, streets, and drives, d) preliminary landscape plan, e) preliminary engineering plan and stormwater facilities, f) site survey and legal description, g) all items on the rezoning application form, and h) locations of all water bodies, water ways, wetlands and regulated woodlands, and any proposed impacts to those features. Other details may include building floor plans and elevations, number of units proposed, open space calculations, phasing plans, and site signage.

Example: PRO Concept Plan



SECTION 3.2 PLANNED REZONING OVERLAY REVIEW PROCESS

OVERVIEW

DOES APPROVAL OF A PRO ALLOW CONSTRUCTION TO BEGIN?

Approval of a Planned Rezoning Overlay does not authorize construction or use of land. If the PRO is approved, a property owner can make a specific site plan review request. The site plan submitted would need to match what was shown in the approved concept plan and included in the PRO Agreement. Permits to allow construction will be granted once the site plan and/or land use is approved. See Chapter 1 for details of the Site Plan review process.

ARE REZONING SIGNS REQUIRED FOR PLANNED REZONING OVERLAYS?

Rezoning signs are required for a PRO and must be placed on the property a minimum of fifteen days prior to the initial Planning Commission hearing. The sign must be placed on the property proposed for rezoning and in full public view along all of the property's road frontages. The sign must be located along the property line of the right-of-way at the midpoint of the property width. A corner lot will require a sign for each road frontage. The sign location must be identified on the sign location plot plan submitted with the initial application materials and approved by the Community Development Department staff prior to installation. The signage shall remain posted throughout the PRO review process. Refer to page 23 of this chapter for specific rezoning sign requirements.

CHAPTER 4

NATURAL FEATURES REVIEW PROCESS



SECTION 4.1 WOODLANDS PROTECTION

INTRODUCTION

This document is intended to provide a general overview of the City of Novi's woodland review process. Potential applicants should contact the Plan Review Center to arrange a meeting to discuss questions and concerns related to the Woodland Ordinance and/or Woodland Use Permits. Furthermore, the provisions of this manual are not intended to repeal, eliminate or otherwise limit any of the requirements or provisions contained in the Zoning Ordinance or City Code. City ordinances and codes should be thoroughly researched prior to application for a woodland review or permit.

WHEN IS A WOODLAND USE PERMIT REQUIRED?

Any activity which results in a temporary or permanent disturbance to or the removal of any vegetation from the ground up within woodlands depicted on the Regulated Woodlands Map, a temporary or permanent disturbance to or the removal of any tree 36" diameter at breast height (d.b.h.) or greater or of a designated historic or a specimen tree requires a Woodland Use Permit. An applicant should refer to Chapter 37 of the Code of Ordinances for specific requirements.

WHAT NEEDS TO BE SUBMITTED TO BEGIN THE FORMAL WOODLAND USE PERMIT REVIEW PROCESS FOR PROJECTS REQUIRING SITE PLAN APPROVAL?

- ❑ A completed [Application for Site Plan and Land Use Approval](#) (found in [Attachment A](#) and at cityofnovi.org) listing the exact acreage of regulated woodlands on site
- ❑ Eight sets of signed and sealed size 24" x 36" folded plans included as part of the Preliminary Site Plan submittal package depicting the regulated woodlands line, all regulated trees (size and type) and a tree replacement plan (if applicable). Indicate all trees proposed for removal.
- ❑ Fees will be calculated as part of the Preliminary Site Plan review submittal. An invoice will be forwarded to the applicant by City staff and fees must be paid before reviews are issued.

A woodlands survey plan will be required as part of the plan sets. Trees should be numbered using paint, tags on fishline or other pre-approved methods which do not have the potential to damage the tree. For trees with multiple stems, each trunk/stem will need to be measured providing that at least one stem has a d.b.h. of 8" or greater. Site designs submitted should represent the best alternative that saves the greatest number of and highest quality woodlands.

WHAT ARE THE STEPS IN THE WOODLAND USE PERMIT REVIEW AND APPROVAL PROCESS FOR PROJECTS REQUIRING SITE PLAN APPROVAL?

STEP 1: An applicant may request a Woodlands Evaluation Meeting with the City's Environmental Consultant to discuss woodlands issues and/or walk the site. An applicant should contact the Plan Review Center at 248-347-0475 to arrange a meeting. Applicable fees will be charged and must be paid prior to the meeting.

SECTION 4.1 WOODLANDS PROTECTION

INTRODUCTION AND OVERVIEW

STEP 2: Formal site plan/Woodland Use Permit request is submitted by the applicant and reviewed by the Plan Review Center staff and the City's Environmental Consultant and comments are forwarded to the applicant via email. The City's Environmental Consultant will determine if a Woodland Use Permit is required.

STEP 3: If a permit is needed, a public hearing notice and map are published in a newspaper of general circulation and mailed out to property owners within 300 feet of the property at least five days prior to the public hearing date.

The applicant or applicant's representative must attend the meeting at which their permit is scheduled for consideration. Failure to appear may cause the Planning Commission to postpone consideration of the permit.

STEP 4: The Planning Commission will hold the public hearing and take one of the following actions on the Preliminary Site Plan and Woodland Use Permit:

- ☐ Approve the Preliminary Site Plan and Woodland Use Permit
- ☐ Deny the Preliminary Site Plan and Woodland Use Permit
- ☐ Table the Preliminary Site Plan and Woodland Use Permit

Woodland Use Permits will expire at the time of the site plan expiration.

STEP 5: Provided an applicant receives the approval they may proceed with the Final Site Plan and Stamping Set submittal process outlined in Chapter 1. The fees and financial guarantees that may be required are determined at the time of Final Site Plan review. Preservation easement documents also need to be submitted to the City with the Final Site Plan review submittal package.

STEP 6: Once the Stamping Sets have been approved by all reviewing parties and all required woodlands fees and financial guarantees have been paid, a pre-construction meeting may be held. Refer to Chapter 6 for additional details on required pre-construction meetings and the construction process.

If the staking line is in a densely vegetated area, one pass may be made with appropriate machinery to clear an area for the staking. If there are problems with the location or protective fencing installation, clearing and grubbing will not be allowed to occur until they are corrected.

STEP 7: Following the pre-construction meeting, the City's Environmental Consultant will inspect the staking of the clearing limits to verify proper placement. All tree protection fencing must be located outside the drip line of trees to be saved. The City's Environmental Consultant will email a copy of the Inspection Form to the contact person for the site.

Inspection of protective fencing occurs throughout construction of the site or overall development.

STEP 8: Once the protective fencing is acceptable, the Woodland Use Permit will be issued and clearing and removal may occur. Fencing must remain in place for the duration of construction.

SECTION 4.1 WOODLANDS PROTECTION

OVERVIEW

STEP 9: Once construction activities have ceased on the site and/or the developer applies for a Temporary Certificate of Occupancy, a final woodlands inspection can be scheduled. The City's Environmental Consultant will inspect the site and replacement trees. Any items yet to be completed will be written in a Woodlands Final Inspection Letter that will be sent to the Building Division with copies sent to the developer or owner of the property and all other applicable parties.

STEP 10: Once all items on the Woodlands Final Inspection Letter have been completed, the protective fencing can be removed and an applicant can request that financial guarantees be reduced or returned. Requests should be made through the Building Division. A 2 year warranty period is required for all woodland replacement trees and landscaping. Financial guarantees will be required.

WHAT NEEDS TO BE SUBMITTED TO BEGIN THE FORMAL WOODLAND USE PERMIT REVIEW PROCESS FOR PROJECTS NOT REQUIRING SITE PLAN APPROVAL?

- A completed [Woodlands Affidavit](#) (found in Attachment A and at cityofnovi.org)
- A plot plan showing the following:
 - The dimensioned lot
 - The footprint of the structure(s)
 - "Building Area" as defined in Chapter 37 of the City Code
 - The existing line of regulated woodlands on the property
 - Location of all trees with a d.b.h. of 8" or greater on the property, note trees proposed for removal
 - A key which describes the trees that are also marked in the field
 - The location of all proposed and existing replacement trees
 - The location of protective fencing (located outside the dripline of any trees to be saved)
 - The location of any other regulated trees within 50 feet of any proposed grading or construction or area of disturbance
 - The location of regulated wetlands and buffer areas with the protective fence installed in the correct location
- Fees will be calculated as part of the Preliminary Site Plan review submittal. An invoice will be forwarded to the applicant by City staff, and must be paid prior to review issuance.

SECTION 4.1 WOODLANDS PROTECTION

OVERVIEW

Regulated woodland impacts on subdivision lots or condominiums which require individual Building Permits will be evaluated at the time of the Building Permit submission. In some cases, regulated woodland impacts have already been taken into account and permitted as part of the site plan approval process.

WHAT ARE THE STEPS IN THE WOODLAND USE PERMIT REVIEW AND APPROVAL PROCESS FOR PROJECTS NOT REQUIRING SITE PLAN APPROVAL?

STEP 1: An applicant may request a Woodlands Evaluation Meeting with the City's Environmental Consultant to discuss woodlands issues and/or walk the site. An applicant should contact the Plan Review Center at 248-347-0475 to arrange a meeting. Applicable fees will be charged and must be paid prior to the meeting.

STEP 2: Formal Woodland Use Permit request is submitted by the applicant and reviewed by the Plan Review Center staff and the City's Environmental Consultant and comments are forwarded to the applicant via email. A list of items that should be included as part of the submittal are included previously in this section. The amount of fees and financial guarantees that may be required are determined at the time of review.

In some cases, Woodland Use Permit requests may be approved administratively by Community Development Department staff and/or the City's Environmental Consultant. In those instances, a public hearing and approval of the Planning Commission is not required.

STEP 3: If applicable, a public hearing notice and map are published in a newspaper of general circulation and mailed out to property owners within 300 feet of the property at least five days prior to the public hearing date.

STEP 4: The Planning Commission will hold the public hearing and take one of the following actions on the Woodland Use Permit:

- ☐ Approve the Woodland Use Permit
- ☐ Deny the Woodland Use Permit
- ☐ Table the Woodland Use Permit

The applicant or applicant's representative must attend the meeting at which their permit is scheduled for consideration. Failure to appear will cause the Planning Commission to postpone consideration of the permit.

STEP 5: Once all required woodlands fees and financial guarantees have been paid, a pre-construction meeting, if required, may be held.

STEP 6: Community Development Department staff and/or the City's Environmental Consultant will inspect the staking of the clearing limits. Once approved, the Woodland Use Permit will be issued and clearing and removal may occur.

SECTION 4.1 WOODLANDS PROTECTION

OVERVIEW

If the staking line is in a densely vegetated area, one pass may be made with appropriate machinery to clear an area for the staking. If there are problems with the location or protective fencing installation, clearing and grubbing will not be allowed to occur until they are corrected.

STEP 7: Once construction activities have ceased on the site, a final woodlands inspection can be scheduled. Community Development Department staff and/or the City's Environmental Consultant will inspect the site and replacement trees. Any items yet to be completed will be written in a Woodlands Final Inspection Letter that will be sent to the Building Division with copies sent to the developer or owner of the property and all other applicable parties.

Inspection of protective fencing occurs throughout construction of the site or overall development.

STEP 8: Once all items on the Woodlands Final Inspection Letter have been completed, the protective fencing can be removed and an applicant can request that financial guarantees be reduced or returned. Requests should be made through the Building Division. A 2 year warranty period is required for all woodland replacement trees and landscaping. Financial guarantees will be required.

HOW IS A TREE DESIGNATED AS A HISTORIC/SPECIMEN TREE?

A tree may be designated as a Historic/Specimen Tree by the Planning Commission. It is unlawful to remove, damage or destroy a Historic/Specimen Tree without first obtaining a Woodland Use Permit from the City. An individual wishing to nominate a tree as a Historic/Specimen Tree should contact the Plan Review Center at 248-347-0475. If the nomination is made by someone other than the owner of the property, the Plan Review Center shall notify the owner of the property at least fifteen days prior to the Planning Commission meeting where the nomination will be considered. Notification shall include the time, date and location of the meeting and inform the owner of the ramifications of such a designation. If the owner declines the designation, the Planning Commission shall refuse to designate the tree. If no objection is raised, a tree may be designated by the Planning Commission as "Historic" per the criteria outline in Chapter 37 of the City Code.

SECTION 4.2 WETLANDS AND WATERCOURSE PROTECTION

INTRODUCTION

This document is intended to provide a general overview of the City of Novi's wetland review process. Potential applicants should contact the Community Development Department to arrange a meeting to discuss questions and concerns related to the Wetland Ordinance and/or Wetland Permits. Furthermore, the provisions of this manual are not intended to repeal, eliminate or otherwise limit any of the requirements or provisions contained in the Zoning Ordinance or City Code. City ordinances and codes should be thoroughly researched prior to application for a wetland review or permit.

WHEN IS A WETLAND USE PERMIT REQUIRED?

Any activity which results in a temporary or permanent disturbance of a wetland determined to be regulated by the City or the 25 foot natural features setback buffer is required to obtain a Wetland Use Permit. The approximate location of regulated wetlands is identified on the City's Regulated Wetlands and Watercourse Map. However, additional wetland areas may be identified that meet essentiality criteria by the city wetland consultant. An applicant should refer to Chapter 12, Article V of the Code of Ordinances for specific requirements.

WHAT TYPES OF WETLAND USE PERMITS ARE ISSUED BY THE CITY?

There are three different types of Wetland Use permits.

- A Residential Minor Use Permit is granted by the Community Development Department for activity on property used for a single-family residence.
- A Nonresidential Minor Use Permit is granted by the Community Development Department when one of the following activities are proposed:
 - Minor fills of 300 cubic yards or less and not exceeding 10,000 square feet;
 - The installation of a single water outfall; or
 - Watercourse crossings by utilities, pipelines, cables and sewer lines.
- A Non-Minor Use Permit is generally granted by the Planning Commission for any activities other than those outlined above.

When an activity results in the impairment or destruction of any wetland area 2 acres or greater, an essential wetland area 0.25 acres or greater or a wetland area contiguous to a lake, pond, river or stream, mitigation is required. Refer to Section 12-176 of the City Code for additional information on wetland mitigation.

SECTION 4.2 WETLANDS AND WATERCOURSE PROTECTION

INTRODUCTION

WHAT NEEDS TO BE SUBMITTED TO BEGIN THE FORMAL WETLAND USE PERMIT REVIEW PROCESS FOR PROJECTS REQUIRING SITE PLAN APPROVAL?

- A completed [Application for Site Plan and Land Use Approval](#) (found in Attachment A and at cityofnovi.org) listing the exact acreage of wetlands on site
- As part of the Preliminary Site Plan set submittal described in Chapter 1, a topographic map delineating the wetlands and natural features buffer and identifying all proposed temporary and permanent impacts and mitigation if required. Refer to Section 12-176 of the City Code for mitigation plan requirements.
- Fees will be calculated as part of the Preliminary Site Plan review submittal. An invoice will be forwarded to the applicant by City staff and fees must be paid before reviews will be issued.

The boundary lines of any watercourses or wetlands on property should be clearly flagged or staked and such flagging or staking shall remain in place throughout the duration of permit activity.

WHAT NEEDS TO BE SUBMITTED TO BEGIN THE FORMAL WETLAND USE PERMIT REVIEW PROCESS FOR PROJECTS NOT REQUIRING SITE PLAN APPROVAL?

- A completed [Wetlands Affidavit](#) (found in [Attachment A](#) and at cityofnovi.org)
- A plot plan showing the following:
 - The legal property description
 - Zoning classification and zoning classifications of adjacent parcels
 - Existing structures
 - Existing watercourse and wetland areas
 - Location and nature of any existing easements
 - Size and location of all elements of the proposed activity, limits of disturbance
 - Field survey of existing wetland boundaries and watercourse locations
 - Any EGLE permit applications or issued permits, if applicable
 - Topographic maps (See Section 12-172 of the City Code)
- Fees will be calculated as part of the plot plan review submittal. An invoice will be forwarded to the applicant by City staff.

The boundary lines of any watercourses or wetlands on property should be clearly flagged or staked and such flagging or staking shall remain in place throughout the duration of permit activity.

SECTION 4.2 WETLANDS AND WATERCOURSE PROTECTION

OVERVIEW

WHAT ARE THE STEPS IN THE WETLAND USE PERMIT REVIEW AND APPROVAL PROCESS FOR PROJECTS REQUIRING SITE PLAN APPROVAL?

STEP 1: An applicant may request a Wetlands Evaluation Meeting with the City's Environmental Consultant to discuss wetlands issues and/or walk the site. An applicant should contact the Plan Review Center at 248-347-0475 to arrange a meeting. Applicable fees will be charged and must be paid prior to the meeting.

STEP 2: Formal preliminary site plan with Wetland Use Permit request is submitted by the applicant and reviewed by the Plan Review Center staff and the City's Environmental Consultants and comments are forwarded to the applicant via email. The City's Environmental Consultant will verify the flagged wetland boundaries, and determine if a Wetland Use Permit is required and the type of permit required at the time of Preliminary Site Plan review.

STEP 3: If a Non-Minor Use Permit is required, a public hearing notice and map are published in a newspaper of general circulation and mailed out to property owners within 300 feet of the property at least five days prior to the public hearing date.

STEP 4: If a Non-Minor Use Permit is required, the Planning Commission will hold the public hearing and take one of the following actions on the Preliminary Site Plan and Wetland Use Permit:

- ☐ Approve the Wetland Use Permit
- ☐ Deny the Wetland Use Permit
- ☐ Table the Wetland Use Permit
- ☐ Recommend approval of the Preliminary Site Plan and Wetland Use Permit to City Council, if applicable
- ☐ Recommend denial of the Preliminary Site Plan and Wetland Use Permit to City Council, if applicable

STEP 5: City Council consideration and approval of the Preliminary Site Plan and Wetlands Permit is required in certain Zoning Districts. Refer to the Zoning Ordinance for specific regulations. Most Preliminary Site Plans and Wetland Use Permits can be approved by the Planning Commission.

The applicant or applicant's representative must attend the meeting(s) in which their permit is scheduled for consideration. Failure to appear may postpone consideration of the permit.

STEP 6: Provided an applicant receives approval, they may proceed with the Final Site Plan and Stamping Set submittal process outlined in Chapter 1. The amount of fees and financial guarantees that may be required are determined at the time of Final Site Plan review. Preservation easement documents also need to be submitted to the City with the Final Site Plan review submittal package.

Wetland Use Permits associated with a site plan will expire at the time of the site plan expiration.

SECTION 4.2 WETLANDS AND WATERCOURSE PROTECTION

OVERVIEW

The boundaries of platted lots within a subdivision and of building sites within a site condominium may not extend into a wetland or watercourse.

STEP 7: Once the Stamping Sets have been approved by all reviewing parties and all required wetlands fees and financial guarantees have been paid, the City's Environmental Consultant will inspect the protective fencing and the Wetland Permit will be issued. A pre-construction meeting may be held. Refer to Chapter 6 for additional details on required pre-construction meetings and the construction process.

Additional inspections may be required during construction.

STEP 8: Once construction activities have ceased on the site and/or the developer applies for a Temporary Certificate of Occupancy, a final wetlands inspection can be scheduled. The City's Environmental Consultant will inspect the site and the condition of wetlands, watercourses and mitigation. Any items yet to be completed will be written in a Wetlands Final Inspection Letter that will be sent to the Building Division with copies sent to the individual that requested the inspection.

STEP 9: Once all items on the Wetlands Final Inspection Letter have been completed, the applicant can enter the monitoring period where periodic inspections and reports will take place. The applicant is responsible for submitting a Wetland Monitoring Report to the Community Development Department by December 1 of each year. Upon final acceptance of the established wetland, an applicant can request that financial guarantees be reduced or returned. Requests should be made through the Building Division.

An applicant may appeal the determination made by the City's Environmental Consultant to the Planning Commission. A request for appeal must be filed within ten calendar days of the receipt of the letter noting the determination.

WHAT ARE THE STEPS IN THE WETLAND USE PERMIT REVIEW AND APPROVAL PROCESS FOR PROJECTS NOT REQUIRING SITE PLAN APPROVAL?

STEP 1: An applicant may request a Wetlands Evaluation Meeting with the City's Environmental Consultant to discuss wetlands issues and/or walk the site. An applicant should contact the Plan Review Center at 248-347-0475 to arrange a meeting. Applicable fees will be charged and must be paid prior to the meeting.

STEP 2: A formal Wetland Use Permit request is submitted by the applicant and reviewed by the Plan Review Center staff and the City's Environmental Consultants and comments are forwarded to the applicant via email. A list of items that should be included as part of the submittal are included previously in this section. The amount of fees and financial guarantees that may be required are determined at the time of review.

SECTION 4.2 WETLANDS AND WATERCOURSE PROTECTION

OVERVIEW

An applicant may appeal the determination made by the City's Environmental Consultant to the Planning Commission. A request for appeal must be filed within ten calendar days of the receipt of the letter noting the determination.

STEP 3: If a Non-Minor Use Permit is required, a public hearing notice and map are published in a newspaper of general circulation and mailed out to property owners within 300 feet of the property at least five days prior to the public hearing date.

STEP 4: The Planning Commission will hold the public hearing and take one of the following actions on the Wetland Use Permit:

- ☐ Approve the Wetland Use Permit
- ☐ Deny the Wetland Use Permit
- ☐ Table the Wetland Use Permit
- ☐ Recommend approval of the Wetland Use Permit to City Council, if applicable
- ☐ Recommend denial of the Wetland Use Permit to City Council, if applicable

STEP 5: City Council consideration and approval of the Wetland Use Permit is required in certain Zoning Districts. Refer to the Zoning Ordinance for specific regulations. Most Wetland Use Permits can be approved by the Planning Commission.

STEP 6: Once the Stamping Sets have been approved by all reviewing parties and all required wetlands fees and financial guarantees have been paid, the City's Environmental Consultant will inspect the protective fencing and the Wetland Permit will be issued. A pre-construction meeting may be held. Refer to Chapter 6 for additional details on required pre-construction meetings and the construction process.

Wetland Use Permits not associated with a site plan will generally expire after 12 months.

STEP 7: Once construction activities have ceased on the site and/or the developer applies for a Temporary Certificate of Occupancy, a final wetlands inspection can be scheduled. The City's Environmental Consultant will inspect the site and the condition of wetlands, watercourses and mitigation. Any items yet to be completed will be written in a Wetlands Final Inspection Letter that will be sent to the Building Division with copies sent to the individual that requested the inspection.

Additional inspections may be required during construction.

STEP 8: Once all items on the Wetlands Final Inspection Letter have been completed, the applicant can enter the monitoring period where periodic inspections and reports will take place. The applicant is responsible for submitting a Wetland Monitoring Report to the Community Development Department by December 1 of each year. Upon final acceptance of the established wetland, an applicant can request that financial guarantees be reduced or returned. Requests should be made through the Building Division.

SECTION 4.2 WETLANDS AND WATERCOURSE PROTECTION

OVERVIEW

WHAT IS A WETLAND BOUNDARY DETERMINATION?

An applicant may request a Wetland Boundary Determination to confirm the boundaries and status of potential wetlands on a property. The City's Environmental Consultant will evaluate the site and the application materials and make a determination that will be forwarded to the applicant. If the wetland is regulated by the City and/or State, a Wetland Use Permit would be required for any of the activities highlighted earlier in this section.

The boundary lines of any watercourses or wetlands on property should be clearly flagged or staked by the applicants environmental consultant prior to submitting the application materials. All markings shall be maintained throughout the duration of the project.

An applicant shall submit the following materials to begin the Wetland Boundary Determination process:

- ❑ A completed [Wetland Boundary Determination Application](#) (found in [Attachment A](#) and at cityofnovi.org);
- ❑ A plot plan showing the following:
 - ❑ The legal property description
 - ❑ Existing watercourse and wetland areas
 - ❑ Field survey of existing wetland boundaries and watercourse locations; and
- ❑ Fees will be calculated at the time of submittal. An invoice will be forwarded to the applicant by City staff and must be paid before the report will be issued.

An applicant may appeal the determination made by the City's Environmental Consultant to the Planning Commission. A request for appeal must be filed within ten calendar days of the receipt of the letter noting the determination.

CHAPTER 5

ADDITIONAL STUDIES



SECTION 5.1 TRAFFIC IMPACT STUDIES

INTRODUCTION

This document is intended to provide a general overview of the City of Novi's requirements for traffic impact studies. Potential applicants should contact the Plan Review Center to arrange a meeting to discuss questions and concerns related to Traffic Impact Studies. Furthermore, the provisions of this manual are not intended to repeal, eliminate or otherwise limit any of the requirements or provisions contained in the Zoning Ordinance or City Code. City ordinances and codes should be thoroughly researched prior to application for a rezoning or site plan approval.

WHAT IS THE PURPOSE OF PROVIDING A TRAFFIC IMPACT STUDY?

The City of Novi recognizes the direct correlation between land use decisions and traffic operations. The intent of a Traffic Impact Study (including a Traffic Impact Statement, a Traffic Impact Assessment and a Rezoning Traffic Impact Study) is to provide for accurate evaluation of expected impacts of proposed projects to assist in decision-making. This section is further intended to help achieve the following objectives:

- To help ensure safe and reasonable traffic operating conditions on streets and intersections after development of the proposed use;
- To reduce negative traffic impacts created by individual developments;
- In the case of a rezoning, to evaluate if the rezoning is timely and (if it is inconsistent with the Master Plan for Land Use) if the rezoning would be a logical alternative from a traffic perspective;
- To realize a comprehensive approach to the overall impacts of various developments along a corridor or within a community rather than a piecemeal approach;
- To provide direction to community decision makers, road agencies and developers regarding the expected impacts of a project;
- To alert the community, transportation agencies and developers of improvements or modifications needed to the roadway, access or site design; and
- To protect the substantial public investment in the existing street system.

HOW ARE TERMS ASSOCIATED WITH A TRAFFIC IMPACT STUDY DEFINED?

The following terms used in this section shall be defined as follows:

- Average Day: A Tuesday, Wednesday or Thursday during a non-holiday week for most uses. The average day may be a Saturday for uses that have higher or similar peak-hour traffic volumes on a Saturday rather than mid-week.
- Development: A site plan, subdivision tentative preliminary plat, condominium project, mobile home park, redevelopment, reuse or expansion of a use or building.

SECTION 5.1 TRAFFIC IMPACT STUDIES

INTRODUCTION

- Level of Service: A qualitative measure describing operational conditions within a traffic stream, generally described in terms of such factors as speed, travel time, delay, freedom to maneuver, traffic interruptions, comfort, convenience and safety.
- Master Plan: The Master Plan for Land Use adopted by the City of Novi Planning Commission which illustrates the intended future land use pattern and may also describe roadway functional classifications and intended improvements to the transportation system (i.e., Comprehensive Plan, Future Land Use Plan, Thoroughfare Plan, etc.)
- Peak Hour: A one-hour period representing the highest hourly volume of traffic flow on the adjacent street system during the morning (a.m. peak hour) and the afternoon or evening (p.m. peak hour) or representing the hour of highest volume of traffic entering or exiting a site (peak hour of generator).
- Study Area: The geographic area containing those critical arterial intersections (and connecting roadway segments) which are expected to be affected by the site traffic generated by a development, as determined by the City's traffic consultant.
- Traffic Impact Study: The analysis of the potential traffic impacts generated by a proposed project. The type of study and level of analysis will vary depending on the type and size of the project.
- Trip: A single or one-direction vehicle movement with either the origin or the destination (exiting or entering) inside a study site. Entering and exiting the site is therefore two trips within the same peak hour.

Prior to submittal of any type of Traffic Impact Study, the applicant shall contact the City's traffic consultant to establish the framework and scope of the study. At minimum, the scope shall include: 1) development details, 2) location, 3) trip generation, 4) trip distribution, 5) traffic growth assumptions, 6) data collection methods, 7) figure showing trips as % of existing traffic on road segments, 8) extend of study area, 9) other traffic studies in the nearby area, 10) access management, and 11) analysis methodology. For developments that are either located on or will impact State or County roads, the study requirements should be discussed and coordinated with the Road Commission for Oakland County (RCOC), the Wayne County Road Commission (WCRC) and/or the Michigan Department of Transportation (MDOT), as appropriate.

WHAT ARE THE TYPES OF TRAFFIC IMPACT STUDIES AND WHEN IS A TRAFFIC IMPACT STUDY REQUIRED?

A Traffic Impact Study shall be submitted by a petitioner for a rezoning, Preliminary Site Plan, area plan, concept plan or subdivision plan under any of the situations listed below.

TRAFFIC IMPACT STATEMENT (TIS): Full-scale Traffic Impact Statements are required for all projects expected to generate over 100 or more directional trips during the peak hour of the traffic generator or the peak hour of adjacent streets or over 750 trips in an average day. See Table 1 on the following page for examples of land uses and expected trips generated.

SECTION 5.1 TRAFFIC IMPACT STUDIES

INTRODUCTION

Table 1—Examples of Land Use Size Thresholds/Based on Trip Generation Characteristics (1) (2)	
	Land Use Thresholds (100 or more directional peak hours trips or 750 Daily (One-Directional) Trips)
Residential Land Uses	
Single Family Homes	73 units
Apartments	106 units
Condominiums/Townhouses	105 units
Mobile Home Park	106 units
Commercial and Industrial Uses	
Shopping Center/Retail (GLA) (3)	12,330 sq. ft. GLA (weekday)
Fast Food Restaurant with drive-through (GFA) (3)	1,610 sq. ft. GFA
Convenience Store with gas sales (GFA) (3) (5)	3 vehicle fueling positions
Banks with drive-through (GFA) (3)	7,470 sq. ft.
Hotel/Motel	109/216 rooms
General Office (GFA) (3)	60,550 sq. ft.
Medical/Dental Office (GFA) (3)	19,970 sq. ft.
Research and Development (GFA) (3)	51,780 sq. ft.
Light Industrial (GFA) (3)	161,500 sq. ft. or 14.5 acres
Manufacturing (GFA) (3)	145,360 sq. ft.
Church (GFA) (3)	20,480 sq. ft. (6)
Day Care Center	184 students

Notes:

1. Rates/equations used to calculate the above thresholds are the Trip Generation, 11th Edition, 2021, by the Institute of Transportation Engineers.
2. For example, a full Traffic Impact Study should be completed if thresholds are met or exceeded. The City has the discretion to determine which column, day, and peak hour to apply, based on a case-by-case evaluation.
3. GLA = Gross Leasable Area and GFA = Gross Floor Area.
4. Using a.m. peak hour rates/equations would produce a lower threshold; however, adjacent roadway volumes are usually higher during the p.m. peak hour.
5. Based on higher of "Gas Station with Market" and "Convenience Market with Pumps" forecast.
6. Based on Sunday data.

For further trip generation characteristics of the above land uses or of other uses not illustrated above, refer to the latest edition of the Trip Generation by ITE. Values listed in this table have been rounded to the nearest 5 dwelling units or 10 sq. ft.

SECTION 5.1 TRAFFIC IMPACT STUDIES

INTRODUCTION AND OVERVIEW

TRAFFIC IMPACT ASSESSMENT (TIA): Traffic Impact Assessments are abbreviated versions of a Traffic Impact Statement and are required for all projects expected to generate over 75-100 directional trips during the peak hour of the traffic generator or the peak hour of adjacent streets . See [Table 1](#) on the previous page for examples of land uses and expected trips generated.

Traffic Impact Statements and Assessments are required for new phases to existing projects meeting the above thresholds and for substantial changes to projects with a Traffic Impact Statement or Assessment greater than two years old and where roadway conditions have changed more than two percent annually.

REZONING TRAFFIC IMPACT STUDY (RTIS): Rezoning Traffic Impact Studies are abbreviated versions of a Traffic Impact Statement and are required in the following instances:

- Any proposed zoning change from residential to non-residential;
- Any proposed zoning change to a residential category two or more categories higher than the current residential designation (e.g., R-1 to R-3); or
- Any other proposed zoning change that would likely increase trips generated per day by 1,000 or more over one or more principal permitted uses in the current zoning district.

WHAT SHOULD BE INCLUDED IN A TRAFFIC IMPACT STATEMENT (TIS)?

The following information should be included as part of Traffic Impact Statement:

- **Background Information:** The applicant should provide illustrations and a narrative describing the site, surroundings, study area and adjacent roadway system (functional classifications, lanes, speed limits, etc.). The description should include surrounding land uses, expected development in the vicinity which could influence future traffic conditions, special site features and a description of any committed roadway improvements. The narrative should define and justify the study area selected for analysis.
- **Description of the Requested Use:** The applicant should provide a description of factors such as the number and types of dwelling units, the gross and leasable floor area and the number of employees and shift change factors. Intended phasing or future expansion should also be noted.
- **Description of Existing Traffic Conditions:** The applicant should provide the following:
 - **Traffic Counts:** Existing conditions including existing peak-hour traffic volumes (and daily volumes) on streets adjacent to the site should be provided. Existing counts and levels of service for intersections in the vicinity which are expected to be impacted, as identified by City staff and consultants at a Pre-Application meeting or through previous discussions should also be provided. Traffic counts shall be taken on a Tuesday, Wednesday or Thursday of non-holiday weeks. Additional counts (e.g., on Saturday for a proposed commercial development) may also be required in some cases.

SECTION 5.1 TRAFFIC IMPACT STUDIES

OVERVIEW

The individual or firm preparing the Traffic Impact Statement shall obtain the traffic counts during average or higher than average volume conditions (i.e. regarding weather or seasonal variations and in consideration of any construction or special events) for the area under study.

Traffic count data shall not be over two years old, except the City may permit counts up to three years old to be increased by a factor supported by documentation or a finding that traffic has increased at a rate less than two percent annually in the past three to five years.

- **Roadway Characteristics and Existing Conditions:** The applicant should describe and illustrate roadway characteristics as appropriate. Features to be addressed include lane configurations, geometrics, signal timing, traffic control devices, posted speed limits and any sight distance limitations. Existing levels of service shall be calculated for intersections included within the study area. Existing driveways and potential turning movement conflicts in the vicinity of the site shall be illustrated and described. The existing and proposed right-of-way shall be identified.
- **Background Traffic Growth:** The applicant should note that for any project requiring a Traffic Impact Statement with a completion date beyond one year of the time the Traffic Impact Statement was prepared, the analysis shall also include a scenario analyzing forecast traffic and levels of service at the expected date of completion along the adjacent street network using historic annual percentage increases and/or future development in the area which has been approved.
- **Trip Generation:** The applicant should provide forecasted trip generation of the proposed use for the a.m. (if applicable) and p.m. peak hours and an average 24-hour day. A table should be provided showing the use, ITE code number, trip rate and trips in and out. The forecasts shall be based on the data and procedures outlined in the most recent edition of Trip Generation published by the Institute of Transportation Engineering (ITE). The applicant may use other commonly accepted sources of data or supplement the standard data with data from at least two similar projects in Michigan. Any trip reduction for pass-by trips, transit, ride-sharing, other modes, internal capture rates, etc. shall be based on ITE findings and documented survey results acceptable to the City. The City may elect to reduce the trip reduction rates used. For projects intended to be developed in phases, trip generation by phase shall be described.
- **Trip Distribution:** The applicant should ensure that the project traffic generated is distributed (inbound v. outbound, left turn v. right turn) onto the existing street network to project turning movements at site access points and at nearby intersections. Projected turning movements shall be illustrated in the report. A description by the applicant of standard engineering procedures for determining the distribution should also be attached (trip distribution model, market studies, counts at existing driveways, etc.)

SECTION 5.1 TRAFFIC IMPACT STUDIES

OVERVIEW

- **Impact Analysis:** The applicant should provide as part of the Traffic Impact Statement level of service or “capacity” analysis at the proposed access points using the procedures outlined in the most recent edition of the Highway Capacity Manual published by the Transportation Research Board. Before and after capacity analyses shall also be performed at the closest signalized intersection and for all street intersections where the expected traffic generated at the site will comprise at least five percent of the existing intersection volume and/or for roadway sections and intersections experiencing congestion, as determined by City staff and consultants.
- **Access Design/Access Management Standards:** The Traffic Impact Statement shall include a map (or reduced copy of the site plan at size 11"x17") and description of the location and design of proposed access (driveway or new street intersections) including any sight distance limitations, dimensions from adjacent driveways and intersections within 200 feet on either side of the main roadway, data to demonstrate the number of driveways proposed is the fewest necessary and support that the access points will provide safe and efficient traffic operation and be in accordance with the standards of the City and the applicable road agency.
- **Other Study Items:** The Traffic Impact Statement shall include the following:
 - The need for (or provision of) any additional right-of-way where planned or desired by the City or applicable road agency;
 - Changes which should be considered to the site plan layout (or plat);
 - Description of any needed non-motorized facilities;
 - The adequacy of the queuing/stacking area if the use involves a drive-through facility;
 - The relationship of anticipated traffic to traffic signal warrants in the Michigan Manual of Uniform Traffic Control Devices if a traffic signal is being requested (Analysis should also be provided on the impacts to traffic progression along the roadway through coordinated timing, etc.); and
 - Description of the site circulation and available sight distances at site driveways.

If a median crossover is desired, separate analysis should be provided.

- **Mitigation/Alternatives:** The applicant should outline mitigation measures as part of the Traffic Impact Statement and demonstrate any changes to the level of service achieved by these measures. Any alternatives or suggested phasing of improvements should be described. The mitigation measures may include items such as roadway widening, need for the bypass lanes or deceleration tapers/lanes, changes to signalization, use of access management techniques or a reduction in the proposed intensity of use. The responsibility and timing of roadway improvements shall be described. A traffic signing and striping plan must accompany the Final Site Plan.

Proposed mitigation measures should be discussed with the applicable road agency.

SECTION 5.1 TRAFFIC IMPACT STUDIES

OVERVIEW

WHAT SHOULD BE INCLUDED IN A TRAFFIC IMPACT ASSESSMENT (TIA)?

A Traffic Impact Assessment is an abbreviated version of a Traffic Impact Statement. The following information as described in the requirements for a Traffic Impact Statement should be included as part of Traffic Impact Assessment:

- Background Information;
- Description of the Requested Use;
- Description of Existing Traffic Conditions;
- Background Traffic Growth;
- Trip Generation;
- Trip Distribution;
- Access Design/Access Management Standards; and
- Other Study Items.

WHAT SHOULD BE INCLUDED IN A REZONING TRAFFIC IMPACT STUDY (RTIS)?

A Rezoning Traffic Impact Study is an abbreviated version of a Traffic Impact Statement. The following information as described in the requirements for a Traffic Impact Statement should be included as part of Rezoning Traffic Impact Study:

- Background Information;
- Description of the Requested Use; and
- Trip Generation.

In addition, a Rezoning Traffic Impact Study shall include available traffic counts (peak hour and daily) within one mile of the subject property. Also, the trip generation section shall compare trip generation of typical uses permitted under the requested zoning district with those in the existing zoning district.

WHAT ARE THE QUALIFICATIONS FOR PREPARERS AND REVIEWERS OF TRAFFIC IMPACT STUDIES?

The Traffic Impact Study shall include a résumé of the preparer(s) responsible for the report. The Traffic Impact Study should also be signed by the preparer(s) with full recognition of potential liability for the results and recommendations outlined in the report.

Preparer: The preparation of a thorough Traffic Impact Study requires extensive background and experience in traffic-related analyses. The person(s) responsible for the preparation of the study shall meet the following requirements:

SECTION 5.1 TRAFFIC IMPACT STUDIES

OVERVIEW

- Three or more years of recent experience in the preparation of Traffic Impact Studies;
- The development of Traffic Impact Studies (and similar intersection and/or corridor analyses) must comprise a major component of the preparer's recent professional experience;
- Specific education, training and/or professional course work in traffic impact analysis;
- The study preparer(s) shall be an associate (or higher) member of one or more professional transportation-related organizations (i.e., The Institute of Transportation Engineers (ITE) or the Transportation Research Board (TRB); and
- The study preparer(s) must be a registered professional engineer (PE), a community planner with AICP or PCP certification or have a professional traffic operations engineer (PTOE) certification.

Any Traffic Impact Study involving roadway or traffic signal design work shall be prepared by or under the supervision of a registered professional engineer (PE) with specific training in traffic engineering.

Reviewer: Review of the Traffic Impact Study is important to ensure that the analysis and recommendations are based on accepted practices. The Traffic Impact Study shall be reviewed by a trained traffic engineer or transportation planner. The qualifications of the reviewer should parallel those of the preparers as outlined above and on the previous page.

CAN THE REQUIREMENT FOR A TRAFFIC IMPACT STUDY BE WAIVED?

An applicant may request a waiver of a Traffic Impact Study from the Planning Commission. In order to request a waiver, the applicant should submit a written statement requesting the waiver and documenting the reasons for the requested waiver. Waiver requests would be considered by the Planning Commission at the time of Preliminary Site Plan review, after review and recommendation by City staff and consultants. Factors to be considered include:

- The existing level of service along the roadway is not expected to drop below LOS "C" due to the proposed development;
- The existing level of service is not expected to be significantly impacted by the proposed development due to specific conditions at this location; and/or
- A similar Traffic Impact Study was previously prepared for the site and is considered applicable by City staff and consultants..

SECTION 5.2 COMMUNITY IMPACT STATEMENT

INTRODUCTION AND OVERVIEW

This document is intended to provide a general overview of the City of Novi's Community Impact Statement requirements. Potential applicants should contact the Plan Review Center to arrange a meeting to discuss questions and concerns. Furthermore, the provisions of this manual are not intended to repeal, eliminate or otherwise limit any of the requirements or provisions contained in the Zoning Ordinance or City Code. City ordinances and codes should be thoroughly researched prior to application for a rezoning or site plan approval.

WHAT IS THE PURPOSE OF PROVIDING A COMMUNITY IMPACT STATEMENT (CIS)?

A Community Impact Statement provides the Planning Commission and/or City Council with information to aid in the planning and implementation of infrastructure needs for the City. It may also be used to evaluate the potential impact(s) of special land uses.

WHEN IS A COMMUNITY IMPACT STATEMENT REQUIRED?

A Community Impact Statement is required for all non-residential projects over 30 acres in size for a principal permitted use or ten acres in size for a special land use and all residential projects with more than 150 units. In the case of a mixed-use development, staff shall determine whether a Community Impact Statement is required.

WHAT SHOULD BE INCLUDED IN A COMMUNITY IMPACT STATEMENT?

A Community Impact Statement should address all of the following information:

- ☐ Expected annual number of police responses for the proposed development (can be based on statistics from similar developments);
- ☐ Expected annual number of fire responses for the proposed development (can be based on statistics from similar developments);
- ☐ Anticipated number of employees (include both permanent and construction jobs on site);
- ☐ Statement regarding compliance with City Performance Standards (Section 5.14 of the Zoning Ordinance);
- ☐ Estimated number of sewer and water taps and information on peak hour demand and min/max operating pressures for water system;
- ☐ Relationship of the proposed development with surrounding uses;
- ☐ Description of proposed land use;
- ☐ Description of the environmental factors and impacts addressing the following:
 - ☐ Natural features on the site (e.g., unusual topography, habitat areas, wetlands, woodlands, historic trees, etc.);
 - ☐ Temporary and permanent impacts to natural features on the site;

SECTION 5.2 COMMUNITY IMPACT STATEMENT

OVERVIEW

- Manufacture, use or storage of any hazardous or toxic materials on the site including Environmental Protection Agency requirements and the need for a Pollution Incidence Prevention Plan (PIPP);
- Location, type, depth and contents of any existing or proposed underground storage tanks;
- Environmental use and/or contamination history of the site (i.e., groundwater contamination, landfill, chemical spills, etc.);
- Potential impacts to existing wildlife on site;
- Description of the social impacts addressing the following:
 - Replacement or relocation of any existing uses or occupants on the site;
 - Traffic impacts (information can come from any required Traffic Impact Study or statistics from other similar developments when a study is not required);
 - Proposed site amenities (i.e., sidewalks, public parks, bicycle paths, etc.); and
 - Increases in the permanent population of the City as a result of the proposed development (specific number should be identified and statistics from similar developments can be used).

CAN THE REQUIREMENT FOR A COMMUNITY IMPACT STATEMENT BE WAIVED?

In the case of low impact developments (e.g., small parking lot expansion on an existing fifteen acre site), an applicant may request a waiver of a Community Impact Statement from City staff. A waiver will be discussed at the Pre-Application meeting.

CHAPTER 6

OVERVIEW OF CONSTRUCTION PROCESS AND REQUIRED PERMITS



SECTION 6.1 PRE-CONSTRUCTION PROCESS

INTRODUCTION AND OVERVIEW

This document is intended to provide a general overview of the City of Novi's pre-construction process. Potential applicants should contact the Community Development Department to discuss questions and concerns related to the pre-construction process. Furthermore, the provisions of this manual are not intended to repeal, eliminate or otherwise limit any of the requirements or provisions contained in the Zoning Ordinance or City Code.

WHAT IS REQUIRED BEFORE CONSTRUCTION CAN BEGIN?

Once all approvals from the Plan Review Center of the Community Development Department are secured in accordance with the process outlined in [Chapter 1](#) of this document, the pre-construction process can begin. Applicants can initiate the pre-construction scheduling process following the issuance of Final Site Plan approval letters by contacting the Community Development Department at 248-347-0415. Allow 2-4 weeks to complete the requirements for scheduling. Construction of site improvements (i.e., utilities, roads, etc.) can begin once the following is complete:

- ❑ A project has received Stamping Set approval from the Planning Division;
- ❑ The applicant and City staff have reviewed, completed and provided all applicable documentation and financial guarantees noted in the Pre-Construction Checklist, a copy of which can be requested from the Community Development Department;
- ❑ A pre-construction meeting has been held; and,
- ❑ Any requirements discussed in the pre-construction meeting must be met prior to starting construction on-site, including but not limited to: installation, inspection and approval of silt and woodland fence (if applicable), material certification submittal and approval, etc.

The Pre-Construction Checklist will be completed by City staff. The applicant will be notified of the requirements and any required financial guarantees once the pre-construction process is initiated by contacting the Community Development Department.

WHEN IS A PROJECT ELIGIBLE FOR BUILDING PERMIT REVIEW?

Applicants generally submit Building Permit review applications following the issuance of Final Site Plan approval letters from the Planning Division. An applicant may apply for Building Permits after approval of the Preliminary Site Plan; however, any changes required during the Final Site Plan review could require changes to the Building Permit review plans.

Chapter 26.5 of the City of Novi Code of Ordinances requires all projects be completed within two years of the issuance of the grading permit. Please contact the Community Development Department at 248-347-0415 for additional information on building permits. An applicant should review and be aware of the requirements of Chapter 26.5 before starting construction.

SECTION 6.2 SOIL EROSION AND SEDIMENTATION CONTROL

INTRODUCTION AND OVERVIEW

This document is intended to provide a general overview of the City of Novi's soil erosion and sedimentation control provisions. Potential applicants should contact the Engineering Division 248-347-0454 to discuss questions and concerns related to soil erosion and sedimentation control. The provisions of this manual are not intended to repeal, eliminate or otherwise limit any of the requirements or provisions contained in the Zoning Ordinance or City Code.

WHAT ARE THE STEPS INVOLVED IN OBTAINING A SOIL EROSION PERMIT?

STEP 1: A Soil Erosion Permit application (available at cityofnovi.org), one set of Soil Erosion Control Plans and the appropriate plan review fee are submitted to the Building Division of the Community Development Department by the applicant. The application and plans are reviewed by the City's Engineering Division within thirty days.

STEP 2: If revisions to the plans are required, the applicant will be advised of the revisions in writing. A revised plan may be submitted electronically to the reviewing engineer who will approve the revisions. Additional review fees may apply. Five sets of finalized plans are required to be sent directly to the Engineering Division for final review and approval.

STEP 3: Upon approval of the plans, four sets of stamped approved plans will be sent back to the Building Division. A financial guarantee (based on the estimated total cost of all temporary and permanent soil erosion sedimentation control measures included in the approved plan) and inspection fees will be required. Once the fees are paid then the permit may be issued and the applicant will receive a copy of the approved plans.

A pre-construction meeting is required for all projects requiring site plan approval prior to any clearing, grubbing or earthwork activities. Refer to [Section 6.1](#) for additional information on the pre-construction process.

STEP 4: After all necessary approvals are obtained (including initial inspections of the site perimeter protection measures such as silt fencing, NPDES permit requirements, if applicable) and earthwork on the site commences, the City will conduct routine inspections to ensure that the site is in compliance with the Soil Erosion and Sedimentation Control Ordinance and the approved plan. Upon the City's direction, additional measures shall be constructed or maintenance work shall be performed to assure erosion and sedimentation control.

It is the responsibility of the applicant to ensure that all soil erosion and sedimentation control measures are installed and maintained throughout the duration of the project until all bare soils on the site are completely stabilized with permanent vegetation. Such measures shall not be removed until the site has received final acceptance for soil erosion by the City. A Soil Erosion Permit is valid for one year and is eligible for renewal with additional inspection fees. It is the applicant's responsibility to contact the Ordinance Enforcement Division 248-735-5678 to renew the permit at least 30 days prior to expiration.

STEP 5: The City will inspect the project at the time of complete soil stabilization of the site or at the applicant's request for release of the financial guarantee.

ATTACHMENT A

REVIEW FORMS AND APPLICATIONS



ATTACHMENT A

TABLE OF CONTENTS

PRE-APPLICATION FORMS

- ☐ [Pre-Application Meeting Request](#)
- ☐ [Request for Estimated Fees](#)

PRELIMINARY SITE PLAN FORMS

- ☐ [Application for Site Plan and Land Use Approval](#)
- ☐ [Preliminary Site Plan Checklist](#)
- ☐ [Project and Street Name Request Form](#)
- ☐ [Oakland County—Nondomestic User Survey Form](#)
- ☐ [Hazardous Materials Reporting Package](#)

FINAL SITE PLAN FORMS

- ☐ [Final Site Plan Submittal Form](#)
- ☐ [Final Site Plan Checklist](#)
- ☐ [Other Agency Checklist](#)
- ☐ [Right-of-Way / Easement Permit Application](#)
- ☐ [Address Request Form](#)
- ☐ [No Revision Façade Affidavit](#)
- ☐ [Pre-Construction Checklist](#)

SITE PLAN REVISION FORMS

- ☐ [Site Plan Revision Submittal Form](#)

REZONING / PLANNED REZONING OVERLAY FORMS

- ☐ [Application for Site Plan and Land Use Approval](#)
- ☐ [PRO/Rezoning Checklist](#)

NATURAL FEATURES FORMS

- ☐ [Woodlands/Wetlands/Watercourse Affidavit](#)
- ☐ [Wetland Boundary Determination](#)

PRE-CONSTRUCTION FORMS

- ☐ [Pre-Construction Checklist](#)

SEASONAL OUTDOOR SEATING FORMS

- ☐ [Seasonal Outdoor Seating Application](#)
- ☐ [Application for Seasonal Outdoor Seating Inspection](#)

**SITE PLAN AND DEVELOPMENT MANUAL
2011 VERSION – ROUGH MARKUP OF REVISIONS**

CITY OF NOVI SITE PLAN AND DEVELOPMENT MANUAL



City of Novi Community Development Department—Site Plan and Development Manual

Date

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CHAPTER 1: SITE PLAN REVIEW PROCESS

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CHAPTER 3: REZONING AND PLANNED REZONING OVERLAY REVIEW PROCESS

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CHAPTER 4: NATURAL FEATURES REVIEW PROCESS

- [Section 1: Woodlands Protection](#)
- [Section 2: Wetlands and Watercourse Protection](#)

CHAPTER 5: ADDITIONAL STUDIES

- [Section 1: Traffic Impact Studies](#)
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CHAPTER 6: OVERVIEW OF CONSTRUCTION PROCESS AND REQUIRED PERMITS

- [Section 1: Pre-Construction Process](#)
- [Section 2: Soil Erosion and Sedimentation Control](#)

CHAPTER 1

SITE PLAN REVIEW PROCESS



SITE PLAN REVIEW PROCESS

INTRODUCTION

This document is intended to provide a general overview of the City of Novi's site plan review process. Potential applicants should contact the Community Development Department to arrange a meeting to discuss specific site plan proposals and review procedures. Furthermore, the provisions of this manual are not intended to repeal, eliminate or otherwise limit any of the requirements or provisions contained in the Zoning Ordinance or City Code. City ordinances and codes should be thoroughly researched prior to application for site plan approval.

WHAT IS THE SITE PLAN REVIEW PROCESS?

The Site Plan Review Process is a four step process consisting of a Pre-Application review and meeting, Preliminary Site Plan review, Final Site Plan review and Stamping Set approval.

[Insert statement regarding concept meetings](#)

WHAT TYPES OF DEVELOPMENT MUST GO THROUGH THE SITE PLAN REVIEW PROCESS?

- Building of any structures or additions, including carports and outside mechanical equipment, other than single-family homes to be used as a residence
- Improvements to, modifications of, or expansion of off-street parking areas except for maintenance such as resurfacing, restriping
- A change of use within an existing freestanding building or the interior modification of an existing use which results in an increase in off-street parking needs
- Improvements to, expansion or extension of or abandonment of any public or private overhead or underground utility or utility-related lines or easements (including oil and gas production facilities)
- Establishment of any site condominium or condominium development
- Proposed construction of public or private roads
- Revisions made to any previously approved site plan including, but not limited to:
 - Approved landscape plans
 - Modifying the location of or expanding the size of buildings
 - Changes to the façade, including material and color changes
 - Revisions in any phasing plan
- Special land uses (Principal Uses Permitted Subject to Special Conditions)
- Any of the above items that would intrude or cause impact into regulated woodlands or wetlands

SITE PLAN REVIEW PROCESS

INTRODUCTION

WHAT TYPES OF INFORMATION SHOULD BE INCLUDED ON A SITE PLAN?

The site plan shown below identifies and shows examples of some of the information staff would expect to see on a proposed site plan.

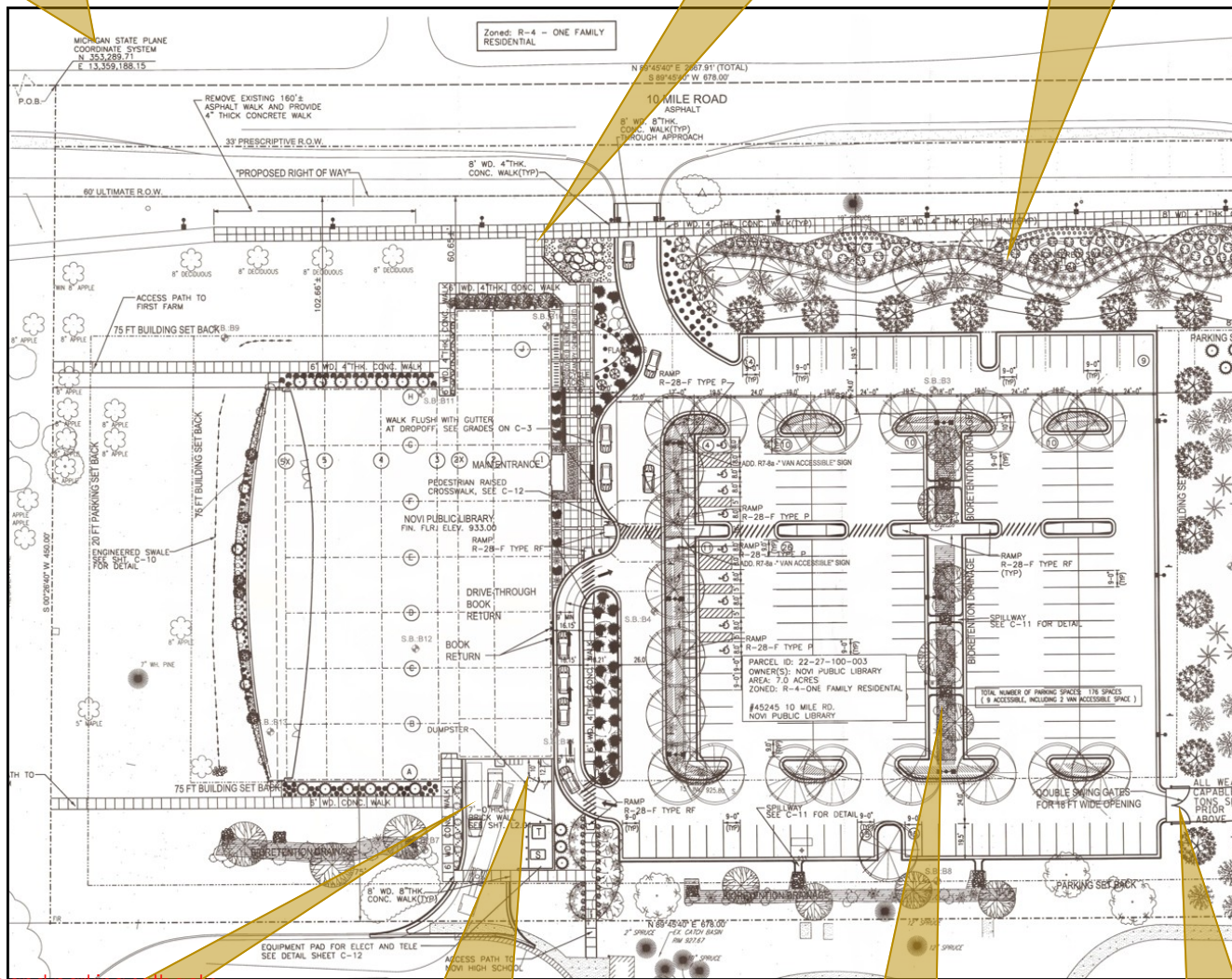
Change to: Sidewalks/
pathways and bicycle parking

Provide ties to section corners using the Michigan Plane Coordinate System

Service connections to and/or extensions of sanitary sewer and watermain are required

Pedestrian and/or bicycle access and pathway(s) should be provided

Landscaping must be provided along building, within parking lot and along perimeter of site



Building and parking setbacks
and dimensions
See Zoning Ordinance
for loading area and
screening requirements

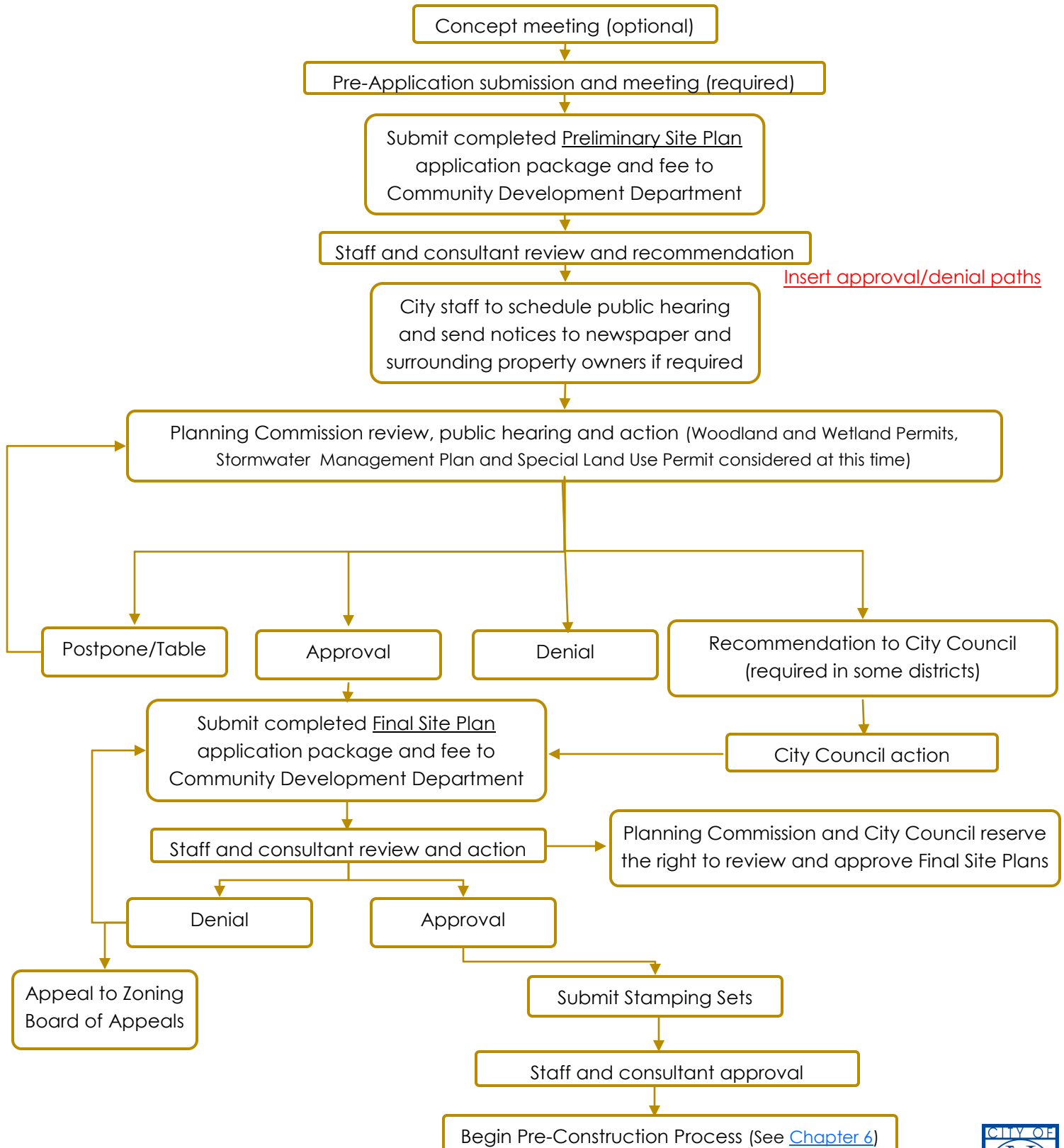
Loading areas and
Dumpsters must be
screened and placed in
accessible locations away
from residential and barrier
free spaces

Stormwater
detention is typically
required

Two points of access
are typically
required

SITE PLAN REVIEW PROCESS

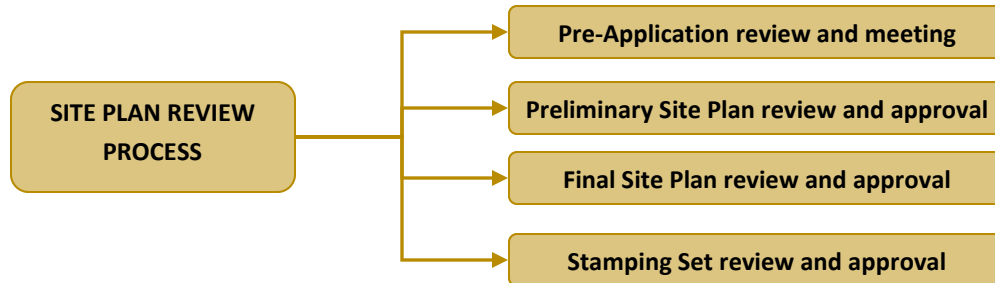
FLOW CHART



SITE PLAN REVIEW PROCESS

OVERVIEW

WHAT ARE THE MAJOR COMPONENTS OF THE SITE PLAN REVIEW PROCESS?



PRE-APPLICATION REVIEW AND MEETING

[Concept meeting paragraph below moved here](#)

WHAT SHOULD BE SUBMITTED TO BEGIN THE PRE-APPLICATION PROCESS?

An applicant must discuss the proposed development of a property with the Community Development Department staff at a Pre-Application meeting. Pre-Application meetings typically follow any previously held concept meetings. An applicant should submit the required [Pre-Application Meeting Request Form](#) (found in [Attachment A](#) and at cityofnovi.org) along with the seven sets of folded size 24" x 36" proposed concept plans and a brief narrative describing the use of the property. If the applicant wishes to receive an estimate of review fees, the [Request for Estimated Fees](#) form can also be submitted (found in [Attachment A](#) and at cityofnovi.org). Pre-Application plans are reviewed and Pre-Application meetings are held free of charge. Once the Pre-Application package is submitted a meeting can generally be scheduled within ten business days.

Prior to the Pre-Application submittal, an applicant should schedule a concept meeting with the Community Development Department staff to discuss the site plan review process and Zoning Ordinance requirements. There are no fees associated with this meeting and it can be arranged by contacting the Community Development Department at 248-347-0475. A concept meeting is not required but is recommended.

[Add description/explanation about Phasing Plans](#)

SITE PLAN REVIEW PROCESS

OVERVIEW

PRELIMINARY SITE PLAN REVIEW AND APPROVAL

WHAT NEEDS TO BE SUBMITTED TO BEGIN THE FORMAL PRELIMINARY SITE PLAN REVIEW PROCESS?

- ❑ A completed [Application for Site Plan and Land Use Approval](#) (found in [Attachment A](#) and at cityofnovi.org) listing the exact acreage of the following: entire site, regulated woodlands and regulated wetlands
- ❑ A completed [Preliminary Site Plan Checklist](#) (found in [Attachment A](#) and at cityofnovi.org) (All items listed in the Preliminary Site Plan Checklist must be shown on the plans.)
- ❑ ^{Eight} Seven sets of signed and sealed size 24" x 36" folded plans, including stormwater detention information and woodland and wetland information, if applicable (All applicable disciplines must sign and seal the plans.) [Include a digital PDF version of the plans](#)
- ❑ A Community Impact Statement, if required (This item will be discussed at the Pre-Application meeting. Refer to [Chapter 5](#) for additional information on Community Impact Statements.)
- ❑ A Traffic Impact Study, if required (This item will be discussed at the Pre-Application meeting. Refer to [Chapter 5](#) for additional information on Traffic Impact Studies.)
- ❑ A written statement describing the proposed use
- ❑ A completed [Hazardous Chemical Survey](#) (commercial and industrial users only - found in [Attachment A](#) and at cityofnovi.org)
- ❑ A completed [Non-Domestic Sewer Use Form](#) (commercial and industrial users only - found in [Attachment A](#) and at cityofnovi.org)
- ❑ A completed [Street and Project Name Request Form](#), if applicable (found in [Attachment A](#) and at cityofnovi.org)
- ❑ A check payable to the City of Novi for review fees (Fees are site specific and will be calculated at the time of submittal. An invoice will be sent to the applicant by City staff.)

WHAT ARE THE STEPS OF THE PRELIMINARY SITE PLAN REVIEW PROCESS?

STEP 1: Formal Preliminary Site Plan package is submitted by the applicant and reviewed by Community Development Department staff and consultants and comments are forwarded to the applicant via email.

SITE PLAN REVIEW PROCESS

OVERVIEW

Letters recommending denial may necessitate a revised Preliminary Site Plan review. The applicant will need to submit the [Site Plan Revision Submittal Form](#) available in Attachment A or at cityofnovi.org along with seven sets of signed and sealed size 24" x 36" folded plans. Although not recommended, a Preliminary Site Plan may be considered by the Planning Commission with one or more staff and/or consultant letters recommending denial provided a written request is submitted by the applicant.

STEP 2: If a public hearing is required because of a requested Special Land Use Permit, Woodland Permit, Wetland Permit or Special Development Option, a notice and map are published in a newspaper of general circulation and mailed out to property owners within 300 feet of the subject property and public utilities at least five to fifteen days prior to the public hearing date, depending on the permit requested.

The applicant is required to submit electronic copies of the same Preliminary Site Plan reviewed along with a letter responding to the staff and consultant review comments and one 8.5" x 11" electronic colored copy of the Preliminary Site Plan prior to the Planning Commission meeting.

STEP 3: The Planning Commission will hold the public hearing (if required), review the Preliminary Site Plan and take one of the following actions on the Preliminary Site Plan (and associated permits and the Stormwater Management Plan, if applicable):

- ☐ Approve the Preliminary Site Plan (with or without conditions)
- ☐ Deny the Preliminary Site Plan
- ☐ Table the Preliminary Site Plan
- ☐ Recommend approval of the Preliminary Site Plan to City Council, if applicable
- ☐ Recommend denial of the Preliminary Site Plan to City Council, if applicable

The applicant or applicant's representative must attend the meeting in which their plans are scheduled for consideration. Failure to appear will cause the Planning Commission to postpone consideration of the project.

STEP 4: City Council consideration and approval of the Preliminary Site Plan and associated permits is required in certain zoning districts. Refer to the Zoning Ordinance for specific regulations. Most Preliminary Site Plans and associated permits can be approved by the Planning Commission.

The Planning Commission and/or City Council reserve the right to require Planning Commission and/or City Council approval of the Final Site Plan.

[Step 5 added to cover Zoning Board of Appeals, if required](#)

SITE PLAN REVIEW PROCESS

OVERVIEW

FINAL SITE PLAN REVIEW AND APPROVAL

WHAT NEEDS TO BE SUBMITTED TO BEGIN THE FORMAL FINAL SITE PLAN REVIEW PROCESS?

- A completed [Final Site Plan Application](#) (found in [Attachment A](#) and at cityofnovi.org)
- A completed [Final Site Plan Checklist](#) (found in [Attachment A](#) and at cityofnovi.org) (All items listed in the Final Site Plan Checklist must be shown on the plans.)
- Seven sets of signed and sealed size 24" x 36" folded plans, including stormwater detention information, a photometric plan and woodland and wetland information, if applicable (All applicable disciplines must sign and seal the plans.) [Require 1 digital copy of plans](#)
- A [No Revision Façade Affidavit](#) may be submitted if no changes to the façade have been made, if applicable (found in [Attachment A](#) and at cityofnovi.org)
- An itemized engineering cost estimate including sanitary sewer, watermain, storm sewer, paving and grading costs, size 8.5" x 11" (The cost estimate should not include soil erosion or demolition costs.)
- An itemized landscaping cost estimate including greenbelt and greenbelt ornamental trees, perennials, pond plantings, shrubs, edging, mulch, seed mix and seeded lawn, size 8.5" x 11" (The cost estimate should not include woodland trees, replacement trees or mitigation.)
- A written response to all of comments in the review letters describing changes to the plans
- A [Right-of-way Permit Application](#), recommended (found at cityofnovi.org)
- A [Soil Erosion Permit Application](#), recommended (found at cityofnovi.org)
- An [Other Agencies Checklist](#) (found in [Attachment A](#) and at cityofnovi.org)
- A check payable to the City of Novi for review fees (Fees are site specific and will be calculated at the time of submittal. An invoice will be sent to the applicant by City staff.)

WHAT ARE THE STEPS OF THE FINAL SITE PLAN REVIEW PROCESS?

STEP 1: Formal Final Site Plan package is submitted by the applicant and reviewed by Community Development Department staff and consultants and comments are forwarded to the applicant via email.

Letters recommending denial may necessitate a revised Final Site Plan review. The applicant will need to submit the [Site Plan Revision Submittal Form](#) available in [Attachment A](#) or at cityofnovi.org along with seven sets of signed and sealed size 24" x 36" folded plans. [Indicate number of sets needed will be determined by coordinating planner](#)

[Remove step 2 as not frequently needed.](#)

STEP 2: Planning Commission / City Council Action: The Planning Commission and/or City Council may reserve the right to consider and approve the Final Site Plan at the time of Preliminary Site Plan approval. Final Site Plan approval is generally administratively granted by City staff.

SITE PLAN REVIEW PROCESS

If an applicant intends to begin construction immediately following the site plan approval process, the pre-construction process should be initiated following the issuance of Final Site Plan approval letters. Please refer to [Chapter 6](#) for additional information on the pre-construction process.

STAMPING SET REVIEW AND APPROVAL

WHAT NEEDS TO BE SUBMITTED FOR STAMPING SET REVIEW AND APPROVAL?

Include Electronic stamping set step

- Twelve sets of signed and sealed size 24" x 36" folded plans incorporating all the comments in the staff and consultant review letters. (Lesser numbers of plans may be needed for smaller projects. The exact number of Stamping Sets required will be noted in the planning Final Site Plan review letter. All applicable disciplines must sign and seal the plans.)
- Additional information (i.e. master deed revisions, easements, etc.) may be required and will be noted in the staff and consultant review letters

Staff will inform the applicant if additional corrections to the plans are needed necessitating sheet replacement. The applicant is responsible for disassembling the plans, replacing sheets and reassembling the plans.

WHAT ARE THE STEPS OF THE STAMPING SET REVIEW AND APPROVAL PROCESS?

Step 1 - Electronic stamping sets

STEP 1: Stampings Sets are submitted by the applicant and reviewed by Community Development Department staff and consultants.

An applicant may apply for building permits after receiving Preliminary Site Plan review. However, this is at the risk of the applicant as changes required during Final Site Plan review may affect building plans.

STEP 2: City staff and consultants will stamp the plans "Approved" and pass the stamped plans along to the Building Division. The applicant is now free to apply for any required building permits. The applicant will receive a copy of the stamped plans with their building permit.

HOW LONG ARE SITE PLAN APPROVALS VALID AND CAN THEY BE RENEWED?

Preliminary Site Plan approvals are valid for two years from the date of Planning Commission/City Council or staff approval. Final Site Plan approvals are valid for two years from the date the Stamping Set is approved. An extension of a Preliminary or Final Site Plan approval must be requested in writing by the applicant. The request will be forwarded to and considered by the approving body (Planning Commission, City Council or staff). It is the applicant's responsibility to request the extension prior to expiration of approvals. Up to three one-year extensions may be granted.

CHAPTER 2

**SPECIAL LAND
USE PERMIT
REVIEW PROCESS**



SPECIAL LAND USE PERMIT REVIEW PROCESS

INTRODUCTION

This document is intended to provide a general overview of the City of Novi's special land use permit review process. Potential applicants should contact the Community Development Department to arrange a meeting to discuss specific special land use permit proposals and review procedures. Furthermore, the provisions of this manual are not intended to repeal, eliminate or otherwise limit any of the requirements or provisions contained in the Zoning Ordinance or City Code. City ordinances and codes should be thoroughly researched prior to application for a special land use permit.

WHAT IS A SPECIAL LAND USE PERMIT?

Referred to as "Principal Uses Permitted Subject to Special Conditions," special land use permits allow uses that may be permitted but require additional review and a public hearing prior to their approval within a zoning district. This is different than "Principal Uses Permitted," which are allowed by right anywhere in a district as long as an applicant adheres to the Zoning Ordinance requirements. Special land uses listed within a zoning district may not be permitted at all locations within the district. For example, some uses may be required to be located near an intersection of two major roads. Special land use permits require a public hearing and the approval of the Planning Commission (or City Council in some districts). The Planning Commission (and City Council, if required) will consider the requirements listed in Section 2516 of the Zoning Ordinance when determining whether or not to approve or deny a special land use permit request.

[new Section 6.1.2.C](#)

WHAT IS THE FIRST STEP IN THE SPECIAL LAND USE PERMIT REVIEW PROCESS?

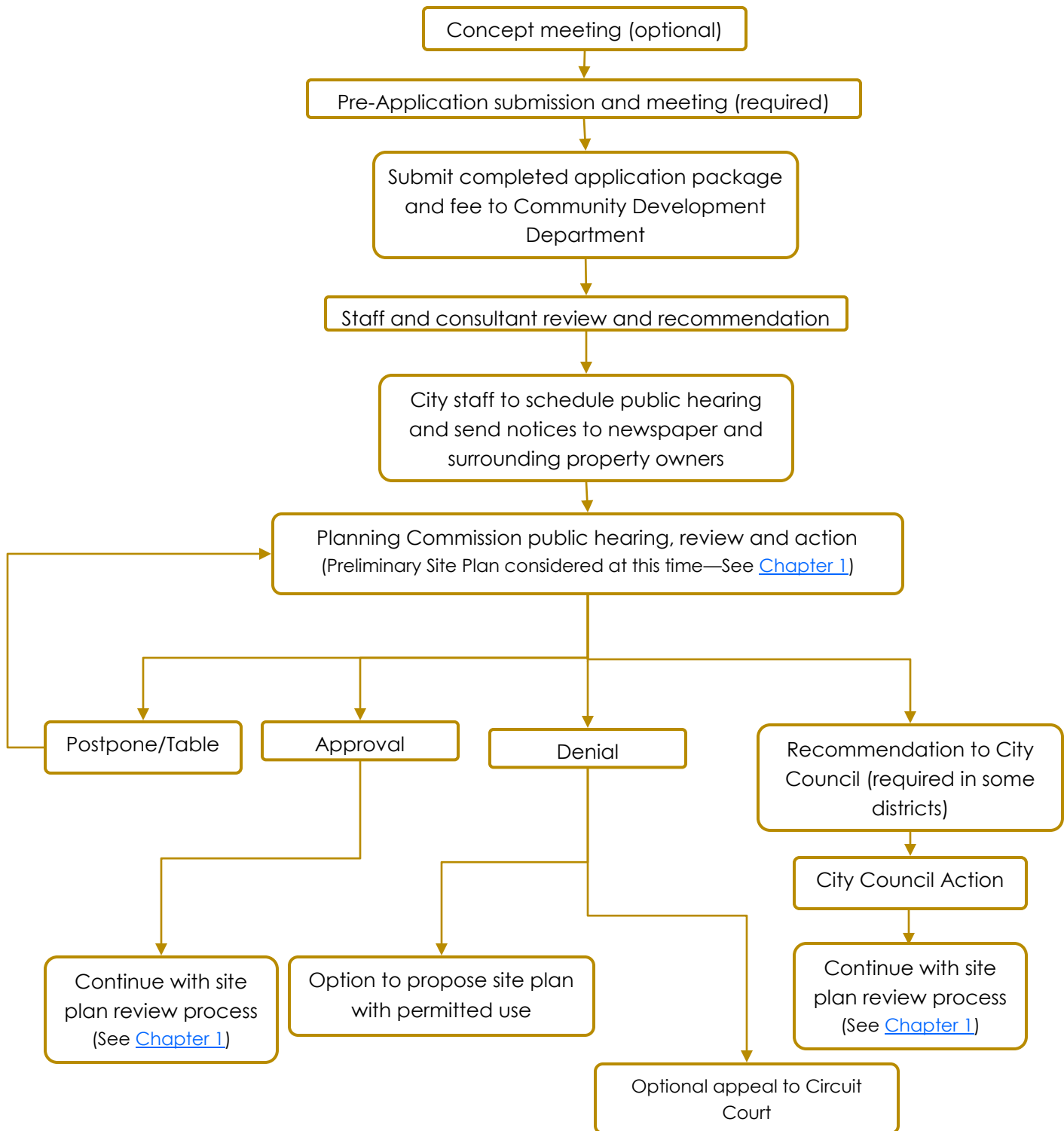
An applicant should schedule a concept meeting with the Community Development Department staff to discuss the special land use permit review process. There are no fees associated with this meeting and it can be arranged by contacting the Community Development Department at 248-347-0475. A concept meeting is not required but is recommended. If site plan approval is required, any required special land use permits will be discussed as part of the Preliminary Site Plan review process outlined in [Chapter 1](#).

[Considered concurrently with](#)

An applicant must discuss a proposed special land use permit request with the Community Development Department staff at a Pre-Application meeting. Pre-Application meetings typically follow any previously held concept meetings. An applicant should submit the required [Pre-Application Meeting Request](#) form (found in [Attachment A](#) and at cityofnovi.org) along with a brief narrative describing the proposed use and seven sets of site plans and floor plans. If the applicant wishes to receive an estimate of review fees, the [Request for Estimated Fees](#) form can also be submitted (found in [Attachment A](#) and at cityofnovi.org). Pre-Application plans are reviewed and Pre-Application meetings are held free of charge. Once the Pre-Application package is submitted a meeting can generally be scheduled within ten business days.

SPECIAL LAND USE PERMIT REVIEW PROCESS

FLOW CHART



SPECIAL LAND USE PERMIT REVIEW PROCESS

OVERVIEW

WHAT NEEDS TO BE SUBMITTED TO BEGIN THE FORMAL REVIEW PROCESS?

- Completed Preliminary Site Plan package (Refer to [Chapter 1](#)) (Abbreviated application packages may be permitted if no exterior site alterations are proposed.)
- A Traffic Impact Study, if required (This item will be discussed at the Pre-Application meeting. Refer to [Chapter 5](#) for additional information on Traffic Impact Studies.)
- A Community Impact Statement, if required (This item will be discussed at the Pre-Application meeting. Refer to [Chapter 5](#) for additional information on Community Impact Statements.)
- A written statement describing the proposed use
- A Noise Impact Statement or a Noise Analysis, if required, or written statement requesting a waiver of this requirement and stating the reasons for the requested waiver, in accordance with the requirements described later in this section
- A check payable to the City of Novi for review fees (Fees are site specific and will be calculated at the time of submittal. An invoice will be sent to the applicant by City staff.)

WHAT ARE THE STEPS OF THE SPECIAL LAND USE PERMIT REVIEW PROCESS?

STEP 1: Community Development Department staff meets with the applicant at the Pre-Application meeting to go over the initial comments from staff and consultants.

STEP 2: Formal Preliminary Site Plan and special land use permit request is submitted by the applicant and reviewed by Community Development Department staff and consultants and comments are forwarded to the applicant via email.

STEP 3: A public hearing notice and map are published in a newspaper of general circulation and mailed out to property owners within 300 feet of the property at least fifteen days prior to the public hearing date.

The applicant is required to submit a letter responding to the staff and consultant review comments and one 8.5" x 11" electronic colored copy of the site plan prior to the Planning Commission meeting.

STEP 4: The Planning Commission will hold the public hearing, review the application and take one of the following actions:

- Approve the special land use permit and Preliminary Site Plan with or without conditions
- Recommend approval of the special land use permit and Preliminary Site Plan to City Council (City Council approval required in some districts.)
- Deny the special land use permit and Preliminary Site Plan
- Table the request for further study

SPECIAL LAND USE PERMIT REVIEW PROCESS

OVERVIEW

The applicant or applicant's representative must attend the meeting at which the plans are scheduled for consideration. Failure to appear may cause the Planning Commission to postpone consideration.

or deny

STEP 5: If required, the request will be placed on the next available City Council agenda for consideration of the special land use permit and Preliminary Site Plan. (City Council approval required in certain districts.)

STEP 6: The City Council will take one of the following actions:

- ☐ Approve the special land use permit and Preliminary Site Plan with or without conditions
- ☐ Deny the special land use permit and Preliminary Site Plan
- ☐ Table the request for further study

STEP 7: The applicant continues with the site plan review process. (Refer to [Chapter 1.](#))

WHEN IS A NOISE IMPACT STATEMENT OR NOISE ANALYSIS REQUIRED?

Some uses requiring special land use permits also require the submission of a Noise Impact Statement or Noise Analysis. The Zoning Ordinance includes text indicating which document is required next to each Principal Use Permitted Subject to Special Conditions in each district. If neither document is noted next to the listed use then no additional documentation addressing the noise impacts of a use is required.

WHAT SHOULD BE INCLUDED IN A NOISE IMPACT STATEMENT AND NOISE ANALYSIS?

Both a Noise Impact Statement and Noise Analysis shall demonstrate that the proposed use, proposed mechanical equipment and activities anticipated to occur on the site will comply with the noise standards listed in Section 2519 of the Zoning Ordinance and shall include the following:

Section 5.14.10

- ☐ Noise Impact Statement
 - ☐ Prepared by a design professional (project architect or engineer)
 - ☐ Note all external and internal sound-generating equipment including manufacturer's specifications
 - ☐ Include hours of operation
 - ☐ Include any proposed sound proofing measures or noise attenuation features (i.e., berm, wall, etc.)
 - ☐ Based on the proposed use and results of the Noise Impact Statement, staff and Planning Commission may request a Noise Analysis

SPECIAL LAND USE PERMIT REVIEW PROCESS

OVERVIEW

- Noise Analysis
 - Prepared by a certified sound engineer
 - Contain all information generally evaluated by a licensed professional for purposes of determining compliance with noise limitations and attenuation requirements

An applicant may request a waiver of the Noise Impact Statement or Noise Analysis from the Planning Commission. In order to request a waiver, the applicant should submit a written statement requesting the waiver and demonstrating a practical difficulty in providing the noise information and/or stating how the proposed use clearly meets the noise standards in Section 2519.10 of the Zoning Ordinance.

[Section 5.14.10](#)

DOES APPROVAL OF A SPECIAL LAND USE PERMIT ALLOW CONSTRUCTION TO BEGIN?

Approval of a special land use permit does not authorize construction or use of land. The applicant will need to complete the site plan review process outlined in [Chapter 1](#) before beginning construction. Building Permits may also be required.

CHAPTER 3

**REZONING AND
PLANNED REZONING
OVERLAY
REVIEW PROCESS**



SECTION 1 REZONING REVIEW PROCESS

INTRODUCTION

This document is intended to provide a general overview of the City of Novi's rezoning review process. Potential applicants should contact the Community Development Department to arrange a meeting to discuss specific rezoning proposals and review procedures. Furthermore, the provisions of this manual are not intended to repeal, eliminate or otherwise limit any of the requirements or provisions contained in the Zoning Ordinance or City Code. City ordinances and codes should be thoroughly researched prior to application for a change in zoning.

WHAT IS A REZONING?

An entity wishing to change the zoning designation of a parcel of land can apply to rezone said parcel. A rezoning can be initiated by the City or requested by the property owner.

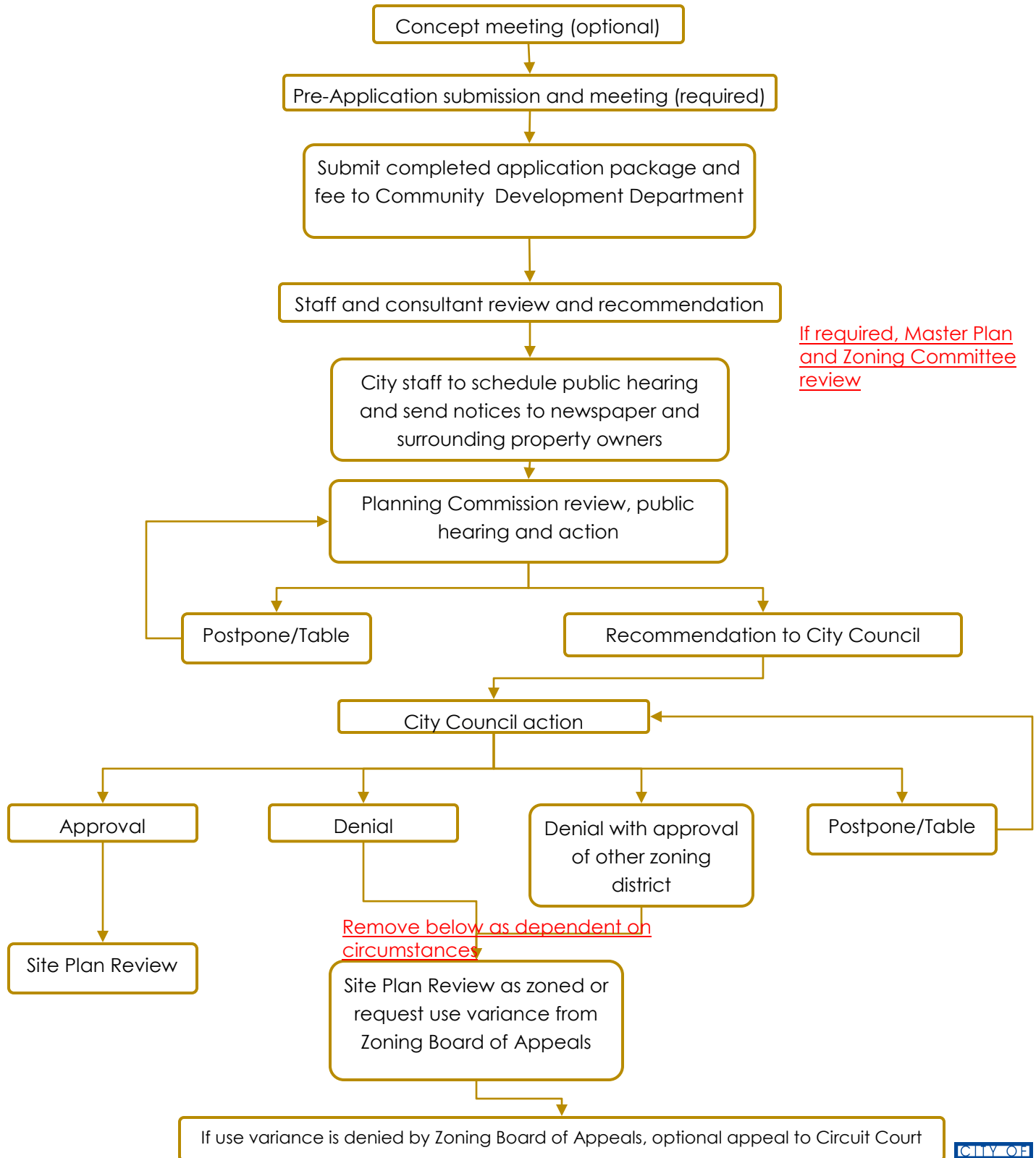
WHAT IS THE FIRST STEP IN THE REZONING REVIEW PROCESS?

An applicant should schedule a concept meeting with the Community Development Department staff to discuss the rezoning review process and Master Plan for Land Use recommendations for the property. There are no fees associated with this meeting and it can be arranged by contacting the Community Development Department at 248-347-0475. A concept meeting is not required but is recommended. ~~A meeting with the Planning Commission's Master Plan and Zoning Committee may also be held to discuss the rezoning request. (REMOVE)~~

An applicant must discuss the proposed rezoning of a property with the Community Development Department staff at a Pre-Application meeting. Pre-Application meetings typically follow any previously held concept meetings. An applicant should submit the required [Pre-Application Meeting Request Form](#) (found in [Attachment A](#) and at cityofnovi.org) along with the proposed rezoning engineering survey and a brief narrative of the reason for the proposed rezoning as well as any potential future development plans. If the applicant wishes to receive an estimate of review fees, the [Request for Estimated Fees](#) form can also be submitted (found in [Attachment A](#) and at cityofnovi.org). Pre-Application plans are reviewed and Pre-Application meetings are held free of charge. Once the Pre-Application package is submitted a meeting can generally be scheduled within ten business days.

SECTION 1 REZONING REVIEW PROCESS

FLOW CHART



SECTION 1 REZONING REVIEW PROCESS

OVERVIEW

WHAT NEEDS TO BE SUBMITTED TO BEGIN THE FORMAL REZONING REVIEW PROCESS?

- A completed [Application for Site Plan and Land Use Approval](#) (found in [Attachment A](#) and at cityof-novi.org)
- Four copies of the engineering survey of the property to be rezoned
- A Rezoning Traffic Impact Study, if required (This item will be discussed at the Pre-Application meeting. Refer to [Chapter 5](#) for additional information on Traffic Impact Studies.)
- A written statement describing potential development under the proposed zoning and current zoning
- A sign location plot plan in accordance with the rezoning sign requirements described later in this section
- A Community Impact Statement, if required (This item will be discussed at the Pre-Application meeting. Refer to [Chapter 5](#) for additional information on Community Impact Statements.)
- A check payable to the City of Novi for review fees (Fees are site specific and will be calculated at the time of submittal. An invoice will be sent to the applicant by City staff.)

WHAT ARE THE STEPS OF THE REZONING REVIEW PROCESS?

STEP 1: Community Development Department staff meets with the applicant at the Pre-Application meeting to go over the initial comments from staff and consultants following any previously held concept meetings.

STEP 2: Formal rezoning request is submitted by the applicant and reviewed by Community Development Department staff and consultants and comments are forwarded to the applicant via email.

STEP 3: A public hearing notice and map are published in a newspaper of general circulation and mailed out to property owners within 300 feet of the proposed rezoning and public utilities at least fifteen days prior to the public hearing date. The applicant must post the rezoning signs in accordance with the rezoning sign requirements described later in this section at least fifteen days prior to the public hearing date. Failure to post these signs within the required time will lead to postponement of the public hearing. The applicant is responsible for re-notification costs.

The applicant is required to submit a letter responding to the staff and consultant review comments prior to the Planning Commission meeting.

STEP 4: The Planning Commission will hold the public hearing, review the rezoning application and take one of the following actions:

- Recommend approval of the rezoning to City Council
- Recommend denial of the rezoning to City Council
- Table the request for further study

SECTION 1 REZONING REVIEW PROCESS

OVERVIEW

No required public hearing or matter for consideration by the Planning Commission which otherwise meets the City's requirements may be delayed for more than two consecutive meetings (excluding special meetings). A formal application must appear before the Planning Commission no later than the third meeting for which it is eligible. The applicant or applicant's representative must attend the meeting in which their plans are scheduled for consideration. Failure to appear will cause the Planning Commission to postpone consideration of the rezoning.

STEP 5: The request will be placed on the next available City Council agenda. The applicant may request a delay in action by the City Council for up to four regularly-scheduled meetings beyond the meeting it is first eligible to appear.

If the applicant delays the request beyond the four City Council meeting limit allowed, the rezoning application will be considered withdrawn and rezoning signs shall be removed from the property. Should the applicant wish to continue the request, new application materials shall be submitted. In this case, the applicant does not have to schedule a new Pre-Application meeting.

STEP 6: The City Council will take one of the following actions:

- ☐ Approve the proposed rezoning
- ☐ Deny the proposed rezoning
- ☐ Deny the proposed rezoning and approve an alternate zoning classification
REMOVE - not used
- ☐ Table the request for further study

DOES REZONING A PARCEL ALLOW CONSTRUCTION TO BEGIN?

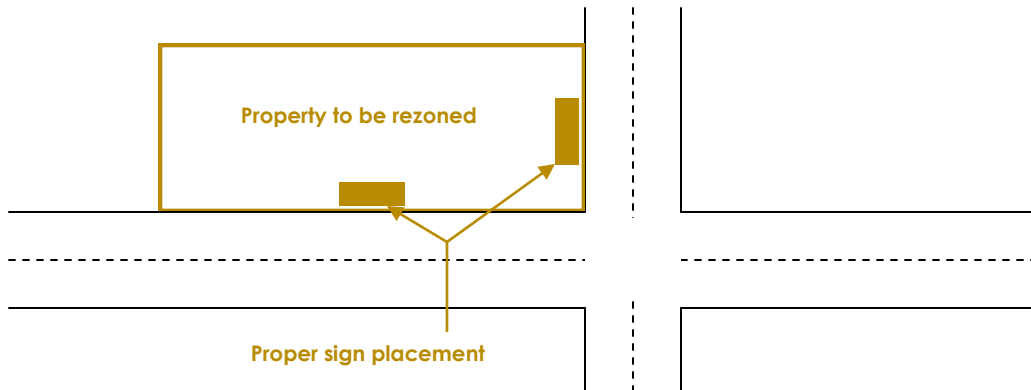
Rezoning does not authorize construction or use of land. If the requested rezoning is approved, a property owner can make a specific site plan review or land use request. Permits to allow construction will be granted if the site plan and/or land use is approved.

WHAT ARE THE REQUIREMENTS FOR REZONING SIGNS?

The applicant must install the rezoning sign a minimum of fifteen days prior to the Planning Commission public hearing. The sign must be placed on the property proposed for rezoning and in full public view along all of the property's road frontages. The sign must be located along the property line of the right-of-way at the midpoint of the property width. A corner lot will require a sign for each road frontage. The sign location must be identified on the sign location plot plan submitted with the initial application materials and approved by the Community Development Department staff prior to installation. The applicant shall notify the Community Development Department once signs have been posted. City staff will confirm signs are posted in the correct location(s).

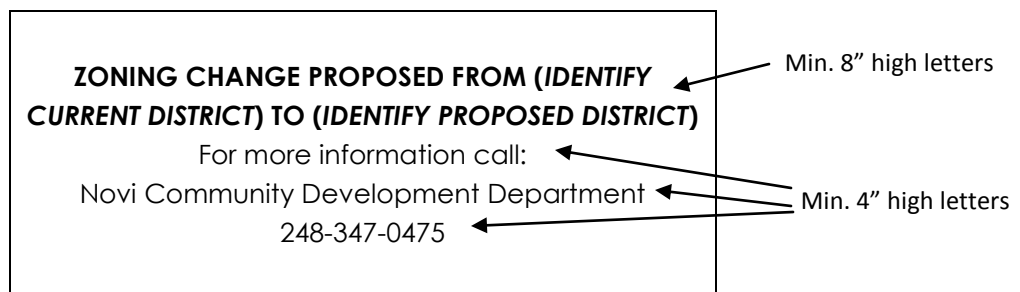
SECTION 1 REZONING REVIEW PROCESS

OVERVIEW



The sign must meet the following specifications:

- ❑ Black letters on white background;
- ❑ Size: Minimum four feet (vertical) by six feet (horizontal);
- ❑ Sign face must be exterior plywood, aluminum or a similar durable all-weather material;
- ❑ Sign support system must be structurally sound and able to withstand lateral wind of fourteen pounds per square foot; and
- ❑ Wording and font size shall be as follows:



Rezoning signs must be removed within:

- ❑ Seven days of enactment of the rezoning request by City Council;
- ❑ Seven days of withdrawing rezoning application (If the applicant delays the request beyond the four City Council meeting limit allotted, the rezoning application will be considered withdrawn.); or
- ❑ Seven days of denial of rezoning request by City Council.

Failure to remove the sign(s) within the allotted time period may require the removal of the sign by the City and/or prosecution at the owner's expense.

SECTION 2 PLANNED REZONING OVERLAY REVIEW PROCESS

INTRODUCTION

This document is intended to provide a general overview of the City of Novi's Planned Rezoning Overlay (PRO) review process. Potential applicants should contact the Community Development Department to arrange a meeting to discuss specific PRO proposals and review procedures. Furthermore, the provisions of this manual are not intended to repeal, eliminate or otherwise limit any of the requirements or provisions contained in the Zoning Ordinance or City Code. City ordinances and codes should be thoroughly researched prior to application for approval of a PRO.

WHAT IS A PLANNED REZONING OVERLAY (PRO)?

An entity wishing to change the zoning designation of a parcel of land and with a specific development plan in mind can apply to rezone the parcel with a Planned Rezoning Overlay (PRO). A rezoning with a PRO requires the submission of a concept plan showing the proposed site layout. In addition, an applicant must demonstrate that approval of the proposed PRO would be in the public interest and the City Council must find the benefits which would reasonably be expected to accrue from the proposed PRO would clearly outweigh the reasonable foreseeable detriments of the project. After the concept plan is approved, a PRO Agreement is written describing the proposed site layout, any deviations from the Zoning Ordinance and the public benefit offered. If the PRO is approved, any development on the site would need to conform to whatever is shown in the concept plan and described in the PRO Agreement. Refer to Section 3402 of the Zoning Ordinance for specific requirements.

[Section 7.13](#)

WHAT IS THE FIRST STEP IN THE PRO REVIEW PROCESS?

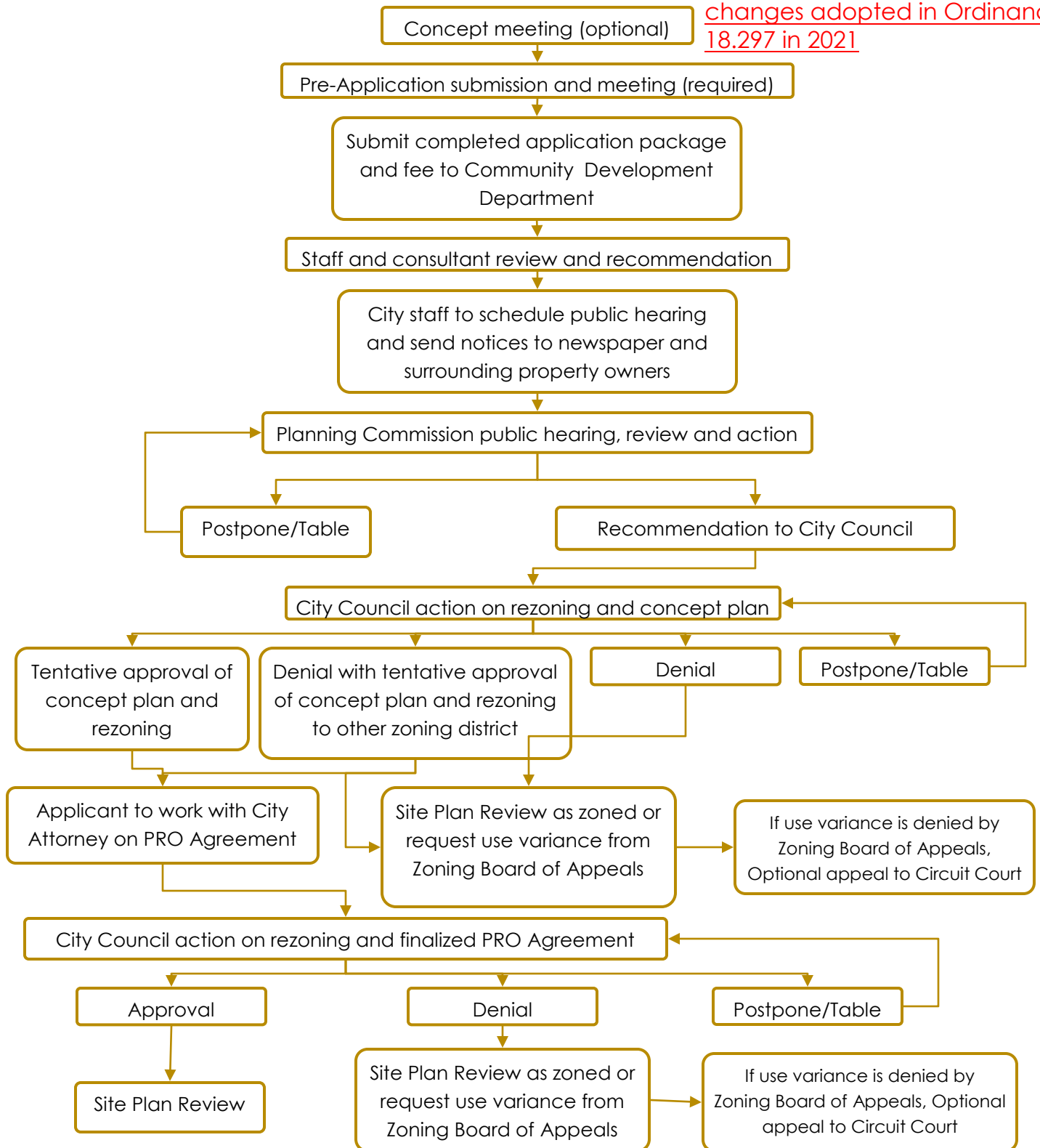
An applicant should schedule a concept meeting with the Community Development Department staff to discuss the PRO review process, Master Plan for Land Use recommendations for the property, potential site layouts and uses and the proposed public benefit(s). There are no fees associated with this meeting and it can be arranged by contacting the Community Development Department at 248-347-0475. A concept meeting is not required but is recommended. A meeting with the Planning Commission's Master Plan and Zoning Committee may also be held to discuss the rezoning request.

An applicant must discuss a proposed PRO with the Community Development Department staff at a Pre-Application meeting. Pre-Application meetings typically follow any previously held concept meetings. An applicant should submit the required [Pre-Application Meeting Request](#) form (found in [Attachment A](#) and at cityofnovi.org) along with the proposed rezoning engineering survey, a brief narrative of future development plans and the benefits of the development and seven sets of concept plans. If the applicant wishes to receive an estimate of review fees, the [Request for Estimated Fees](#) form can also be submitted (found in [Attachment A](#) and at cityofnovi.org). Pre-Application plans are reviewed and Pre-Application meetings are held free of charge. Once the Pre-Application package is submitted a meeting can generally be scheduled within ten business days.

SECTION 2 PLANNED REZONING OVERLAY REVIEW PROCESS

FLOW CHART

PRO Process updated to reflect changes adopted in Ordinance 18.297 in 2021



SECTION 2 PLANNED REZONING OVERLAY REVIEW PROCESS

OVERVIEW

PRO Process updated to reflect changes adopted in Ordinance 18.297 in 2021

WHAT NEEDS TO BE SUBMITTED TO BEGIN THE FORMAL REVIEW PROCESS?

- ❑ A completed [Application for Site Plan and Land Use Approval](#) (found in [Attachment A](#) and at cityof-novi.org)
- ❑ Four copies of the engineering survey and legal description of the property to be rezoned
- ❑ A Traffic Impact Study, if required (This item will be discussed at the Pre-Application meeting. Refer to [Chapter 5](#) for additional information on Traffic Impact Studies.)
- ❑ A Community Impact Statement, if required (This item will be discussed at the Pre-Application meeting. Refer to [Chapter 5](#) for additional information on Community Impact Statements.)
- ❑ A written statement describing potential development under the proposed zoning and current zoning
- ❑ A written statement describing the identified benefit(s) of the development
- ❑ A written description of conditions proposed for inclusion in the PRO Agreement (i.e., Zoning Ordinance deviations, limitation on total units, etc.)
- ❑ A sign location plot plan in accordance with the rezoning sign requirements described in [Section 1](#) of this chapter
- ❑ Seven sets of conceptual plans
- ❑ A check payable to the City of Novi for review fees (Fees are site specific and will be calculated at the time of submittal. An invoice will be sent to the applicant by City staff.)

WHAT ARE THE STEPS OF THE PRO REVIEW PROCESS?

STEP 1: Community Development Department staff meets with the applicant at the Pre-Application meeting to go over the initial comments from staff and consultants following any previously held concept meetings.

STEP 2: Formal rezoning with PRO request is submitted by the applicant and reviewed by Community Development Department staff and consultants and comments are forwarded to the applicant via email.

STEP 3: A public hearing notice and map are published in a newspaper of general circulation and mailed out to property owners within 300 feet of the proposed rezoning with PRO and public utilities at least fifteen days prior to the public hearing date. The applicant must post the rezoning signs in accordance with the rezoning sign requirements described [Section 1](#) of this chapter at least fifteen days prior to the public hearing date. Failure to post these signs within the required time will lead to postponement of the public hearing.

SECTION 2 PLANNED REZONING OVERLAY REVIEW PROCESS

OVERVIEW

The applicant is required to submit electronic copies of the same Concept Plan reviewed along with a letter responding to the staff and consultant review comments and one 8.5" x 11" electronic colored copy of the Concept Plan prior to the Planning Commission meeting.

STEP 4: The Planning Commission will hold the public hearing and take one of the following actions:

- ☐ Recommend approval of the rezoning with PRO to City Council
- ☐ Recommend denial of the rezoning with PRO to City Council
- ☐ Table the request for further study

The applicant or applicant's representative must attend the meeting in which their plans are scheduled for consideration. Failure to appear will cause the Planning Commission to postpone consideration of the PRO.

STEP 5: The request will be placed on the next available City Council agenda for consideration of the rezoning with PRO and PRO concept plan. The applicant may request a delay in action by the City Council for up to four regularly-scheduled meetings beyond the meeting it is first eligible to appear.

STEP 6: The City Council will take one of the following actions:

- ☐ Tentatively approve the proposed rezoning with PRO and PRO concept plan
- ☐ Deny the proposed rezoning with PRO and PRO concept plan
- ☐ Tentatively approve the concept plan and deny the proposed rezoning and approve an alternate zoning classification
- ☐ Table the request for further study

If the applicant delays the request beyond the four City Council meeting limit allowed, the rezoning with PRO application will be considered withdrawn and rezoning signs shall be removed from the property. Should the applicant wish to continue the request, new application materials shall be submitted. In this case the applicant does not have to schedule a new Pre-Application meeting.

STEP 7: The applicant works with the City Attorney to create a finalized draft of the PRO Agreement identifying all conditions and benefits of the rezoning with PRO and deviations from the Zoning Ordinance.

SECTION 2 PLANNED REZONING OVERLAY REVIEW PROCESS

OVERVIEW

STEP 8: The request will be placed on the next available City Council agenda for consideration of the rezoning with PRO, concept plan and PRO Agreement. The applicant may request a delay in action by the City Council for up to four meetings beyond the meeting it is first eligible to appear.

STEP 9: The City Council will take one of the following actions:

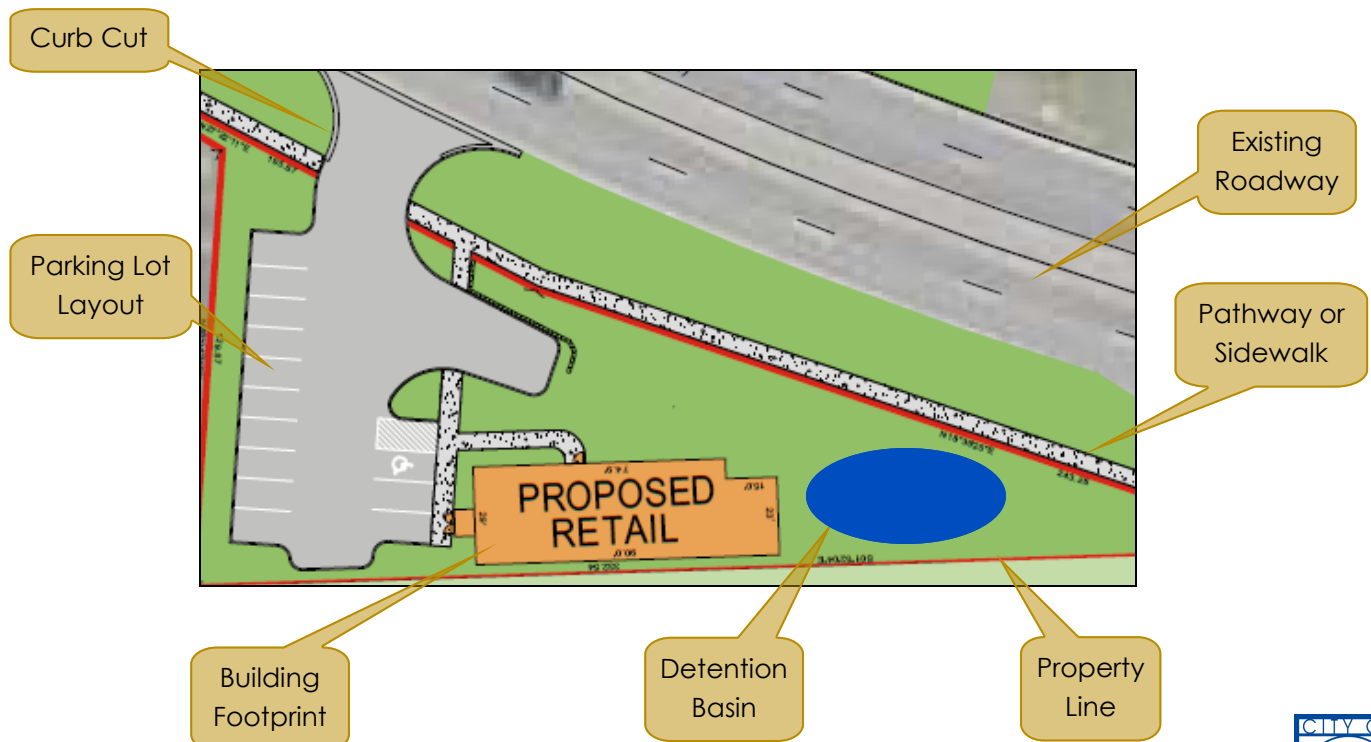
- ❑ Approve the proposed rezoning with PRO, PRO concept plan and PRO Agreement
- ❑ Deny the proposed rezoning with PRO, PRO concept plan and PRO Agreement
- ❑ Table the request for further study

WHAT SHOULD BE INCLUDED IN THE CONCEPT PLAN?

A concept plan must be prepared, signed and sealed by a registered architect or engineer and may include the location, size, height, design, architecture or other features of buildings, structures or site improvements. At a minimum the plan must identify the location of the proposed curb cuts.

Add additional details as provided in updated ordinance

Example: PRO Concept Plan



SECTION 2 PLANNED REZONING OVERLAY REVIEW PROCESS

OVERVIEW

DOES APPROVAL OF A PRO ALLOW CONSTRUCTION TO BEGIN?

Approval of a Planned Rezoning Overlay does not authorize construction or use of land. If the PRO is approved, a property owner can make a specific site plan review request. The site plan submitted would need to match what was shown in the approved concept plan and included in the PRO Agreement. Permits to allow construction will be granted once the site plan and/or land use is approved.

ARE REZONING SIGNS REQUIRED FOR PLANNED REZONING OVERLAYS?

Rezoning signs are required for a PRO and must be placed on the property a minimum of fifteen days prior to the Planning Commission hearing. The sign must be placed on the property proposed for rezoning and in full public view along all of the property's road frontages. The sign must be located along the property line of the right-of-way at the midpoint of the property width. A corner lot will require a sign for each road frontage. The sign location must be identified on the sign location plot plan submitted with the initial application materials and approved by the Community Development Department staff prior to installation. Refer to [Section 1](#) of this chapter for specific rezoning sign requirements.

CHAPTER 4

NATURAL FEATURES REVIEW PROCESS



SECTION 1 WOODLANDS PROTECTION

INTRODUCTION

This document is intended to provide a general overview of the City of Novi's woodland review process. Potential applicants should contact the Community Development Department to arrange a meeting to discuss questions and concerns related to the Woodland Ordinance and/or Woodland Use Permits. Furthermore, the provisions of this manual are not intended to repeal, eliminate or otherwise limit any of the requirements or provisions contained in the Zoning Ordinance or City Code. City ordinances and codes should be thoroughly researched prior to application for a woodland review or permit.

WHEN IS A WOODLAND USE PERMIT REQUIRED?

Any activity which results in a temporary or permanent disturbance to or the removal of any vegetation from the ground up within woodlands depicted on the Regulated Woodlands Map, a temporary or permanent disturbance to or the removal of any tree 36" diameter at breast height (d.b.h.) or greater or of a designated historic or a specimen tree requires a Woodland Use Permit. An applicant should refer to Chapter 37 of the Code of Ordinances for specific requirements.

WHAT NEEDS TO BE SUBMITTED TO BEGIN THE FORMAL WOODLAND USE PERMIT REVIEW PROCESS FOR PROJECTS REQUIRING SITE PLAN APPROVAL?

- A completed [Application for Site Plan and Land Use Approval](#) (found in [Attachment A](#) and at cityofnovi.org) listing the exact acreage of regulated woodlands on site
- Seven sets of signed and sealed size 24" x 36" folded plans included as part of the Preliminary Site Plan submittal package depicting the regulated woodlands line, all regulated trees (size and type) and a tree replacement plan (if applicable). indicate all trees proposed for removal
- A check payable to the City of Novi for review fees. (Fees will be calculated as part of the Preliminary Site Plan review submittal. An invoice will be forwarded to the applicant by City staff)

A woodlands survey plan will be required as part of the plan sets. Trees should be numbered using paint, tags on fishline or other pre-approved methods which do not have the potential to damage the tree. For trees with multiple stems, each trunk/stem will need to be measured providing that at least one stem has a d.b.h. of 8" or greater. Site designs submitted should represent the best alternative that saves the most amount of and highest quality woodlands.

Reorganize this section to cover the process of projects that require site plan approval before starting listing requirements of projects that do not require site plan approval

SECTION 1 WOODLANDS PROTECTION

INTRODUCTION AND OVERVIEW

WHAT NEEDS TO BE SUBMITTED TO BEGIN THE FORMAL WOODLAND USE PERMIT REVIEW PROCESS FOR PROJECTS NOT REQUIRING SITE PLAN APPROVAL?

- A completed [Woodlands Affidavit](#) (found in [Attachment A](#) and at cityofnovi.org)
- A plot plan showing the following:
 - The dimensioned lot
 - The footprint of the structure(s)
 - "Building Area" as defined in Chapter 37 of the City Code
 - The existing line of regulated woodlands on the property
 - Location of all trees with a d.b.h. of 8" or greater on the property indicate any trees to be removed
 - A key which describes the trees that are also marked in the field
 - The location of all proposed and existing replacement trees
 - The location of protective fencing must be located outside the drip line of protected trees
 - The location of any other regulated trees within 50 feet of any proposed grading or construction or area of disturbance
 - The location of regulated wetlands and buffer areas with the protective fence installed in the correct location
- A check payable to the City of Novi for review fees (Fees will be calculated as part of the Preliminary Site Plan review submittal. An invoice will be forwarded to the applicant by City staff.)

WHAT ARE THE STEPS IN THE WOODLAND USE PERMIT REVIEW AND APPROVAL PROCESS FOR PROJECTS REQUIRING SITE PLAN APPROVAL?

STEP 1: An applicant may request a Woodlands Evaluation Meeting with the City's Environmental Consultant at the Novi Civic Center or on site to discuss woodlands issues and/or walk the site. An applicant should contact the Community Development Department at 248-347-0475 to arrange a meeting. Applicable fees will be charged and must be paid prior to the meeting.

STEP 2: Formal site plan/Woodland Use Permit request is submitted by the applicant and reviewed by the Community Development Department staff and the City's Environmental Consultant and comments are forwarded to the applicant via email. A list of items that should be included as part of the plan set when a site contains regulated woodlands or trees are included previously in this section. The City's Environmental Consultant will determine if a Woodland Use Permit is required at the time of Preliminary Site Plan review.

SECTION 1 WOODLANDS PROTECTION

OVERVIEW

STEP 3: A public hearing notice and map are published in a newspaper of general circulation and mailed out to property owners within 300 feet of the property at least five days prior to the public hearing date.

STEP 4: The Planning Commission will hold the public hearing and take one of the following actions on the Preliminary Site Plan and Woodland Use Permit:

- Approve the Preliminary Site Plan and Woodland Use Permit
- Deny the Preliminary Site Plan and Woodland Use Permit
- Table the Preliminary Site Plan and Woodland Use Permit

The applicant or applicant's representative must attend the meeting at which their permit is scheduled for consideration. Failure to appear will cause the Planning Commission to postpone consideration of the permit.

STEP 5: Provided an applicant receives the approval of the Planning Commission, an applicant proceeds with the Final Site Plan and Stamping Set submittal process outlined in [Chapter 1](#). The amount of fees and financial guarantees that may be required are determined at the time of Final Site Plan review. Preservation easement documents also need to be submitted to the City with the Final Site Plan review submittal package.

Woodland Use Permits will expire at the time of the site plan expiration.

STEP 6: Once the Stamping Sets have been approved by all reviewing parties and all required woodlands fees and financial guarantees have been paid, a pre-construction meeting may be held. Refer to [Chapter 6](#) for additional details on required pre-construction meetings and the construction process.

STEP 7: Following the pre-construction meeting, the City's Environmental Consultant will inspect the staking of the clearing limits. The City's Environmental Consultant will fax or email a copy of a **Snow Fence** Inspection Form to the contact person for the site.

REMOVE

If the staking line is in a densely vegetated area, one pass may be made with appropriate machinery to clear an area for the staking. If there are problems with the location or protective fencing installation, clearing and grubbing will not be allowed to occur until they are corrected.

STEP 8: Once the protective fencing is acceptable, the Woodland Use Permit will be issued and clearing and removal may occur.

Inspection of protective fencing occurs throughout construction of the site or overall development.

SECTION 1 WOODLANDS PROTECTION

OVERVIEW

STEP 9: Once construction activities have ceased on the site and/or the developer applies for a Temporary Certificate of Occupancy, a final woodlands inspection can be scheduled. The City's Environmental Consultant will inspect the site and replacement trees. Any items yet to be completed will be written in a Woodlands Final Inspection Letter that will be sent to the Building Division with copies sent to the developer or owner of the property and all other applicable parties.

STEP 10: Once all items on the Woodlands Final Inspection Letter have been completed, the protective fencing can be removed and an applicant can request that financial guarantees be reduced or returned. Requests should be made through the Building Division. A 2 year warranty period is required for all woodland replacement trees and landscaping. Financial guarantees will be required.

Regulated woodland impacts on subdivision lots or condominiums which require individual Building Permits will be evaluated at the time of the Building Permit submission. In most cases, regulated woodland impacts have already been taken into account and permitted as part of the site plan approval process.

WHAT ARE THE STEPS IN THE WOODLAND USE PERMIT REVIEW AND APPROVAL PROCESS FOR PROJECTS NOT REQUIRING SITE PLAN APPROVAL?

STEP 1: An applicant may request a Woodlands Evaluation Meeting with the City's Environmental Consultant at the Novi Civic Center or on site to discuss woodlands issues and/or walk the site. An applicant should contact the Community Development Department at 248-347-0475 to arrange a meeting. Applicable fees will be charged and must be paid prior to the meeting.

STEP 2: Formal Woodland Use Permit request is submitted by the applicant and reviewed by the Community Development Department staff and the City's Environmental Consultant and comments are forwarded to the applicant via email. A list of items that should be included as part of the submittal are included previously in this section. The amount of fees and financial guarantees that may be required are determined at the time of review.

STEP 3: If applicable, a public hearing notice and map are published in a newspaper of general circulation and mailed out to property owners within 300 feet of the property at least five days prior to the public hearing date.

In some cases, Woodland Use Permit requests may be approved administratively by Community Development Department staff and/or the City's Environmental Consultant. In those instances, a public hearing and approval of the Planning Commission is not required.

SECTION 1 WOODLANDS PROTECTION

OVERVIEW

STEP 4: The Planning Commission will hold the public hearing and take one of the following actions on the Woodland Use Permit:

- Approve the Woodland Use Permit
- Deny the Woodland Use Permit
- Table the Woodland Use Permit

The applicant or applicant's representative must attend the meeting at which their permit is scheduled for consideration. Failure to appear will cause the Planning Commission to postpone consideration of the permit.

STEP 5: Once all required woodlands fees and financial guarantees have been paid, a pre-construction meeting, if required, may be held.

STEP 6: Community Development Department staff and/or the City's Environmental Consultant will inspect the staking of the clearing limits.

STEP 7: Once the protective fencing is acceptable, the Woodland Use Permit will be issued and clearing and removal may occur. [Combine with step 6](#)

If the staking line is in a densely vegetated area, one pass may be made with appropriate machinery to clear an area for the staking. If there are problems with the location or protective fencing installation, clearing and grubbing will not be allowed to occur until they are corrected.

STEP 8: Once construction activities have ceased on the site, a final woodlands inspection can be scheduled. Community Development Department staff and/or the City's Environmental Consultant will inspect the site and replacement trees. Any items yet to be completed will be written in a Woodlands Final Inspection Letter that will be sent to the Building Division with copies sent to the developer or owner of the property and all other applicable parties.

STEP 9: Once all items on the Woodlands Final Inspection Letter have been completed, the protective fencing can be removed and an applicant can request that financial guarantees be reduced or returned. Requests should be made through the Building Division. A 2 year warranty period is required for all woodland replacement trees and landscaping. Financial guarantees will be required.

Inspection of protective fencing occurs throughout construction of the site or overall development.

SECTION 1 WOODLANDS PROTECTION

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HOW IS A TREE DESIGNATED AS A HISTORIC/SPECIMEN TREE?

A tree may be designated as a Historic/Specimen Tree by the Planning Commission. It is unlawful to remove, damage or destroy a Historic/Specimen Tree without first obtaining a Woodland Use Permit from the City. An individual wishing to nominate a tree as a Historic/Specimen Tree should contact the Community Development Department at 248-347-0475. If the nomination is made by someone other than the owner of the property, the Community Development Department shall notify the owner of the property at least fifteen days prior to the Planning Commission meeting where the nomination will be considered. Notification shall include the time, date and location of the meeting and inform the owner of the ramifications of such a designation. If the owner declines the designation, the Planning Commission shall refuse to designate the tree. If no objection is raised, a tree may be designated by the Planning Commission as "Historic" per the criteria outline in Chapter 37 of the City Code.

SECTION 2 WETLANDS AND WATERCOURSE PROTECTION

INTRODUCTION

This document is intended to provide a general overview of the City of Novi's wetland review process. Potential applicants should contact the Community Development Department to arrange a meeting to discuss questions and concerns related to the Wetland Ordinance and/or Wetland Permits. Furthermore, the provisions of this manual are not intended to repeal, eliminate or otherwise limit any of the requirements or provisions contained in the Zoning Ordinance or City Code. City ordinances and codes should be thoroughly researched prior to application for a wetland review or permit.

WHEN IS A WETLAND USE PERMIT REQUIRED?

Any activity which results in a temporary or permanent disturbance of a wetland determined to be regulated by the City or the 25 foot natural features setback buffer is required to obtain a Wetland Use Permit. The approximate location of regulated wetlands is identified on the City's Regulated Wetlands and Watercourse Map. An applicant should refer to Chapter 12, Article V of the Code of Ordinances for specific requirements. [Additional wetland areas may be identified at meet essentiality criteria by the City's wetland consultant.](#)

WHAT TYPES OF WETLAND USE PERMITS ARE ISSUED BY THE CITY?

There are three different types of Wetland Use permits.

- A Residential Minor Use Permit is granted by the Community Development Department for activity on property used for a single-family residence.
- A Nonresidential Minor Use Permit is granted by the Community Development Department when one of the following activities are proposed:
 - Minor fills of 300 cubic yards or less and not exceeding 10,000 square feet;
 - The installation of a single water outfall; or
 - Watercourse crossings by utilities, pipelines, cables and sewer lines.
- A Non-Minor Use Permit is generally granted by the Planning Commission for any activities other than those outlined above.

When an activity results in the impairment or destruction of any wetland area 2 acres or greater, an essential wetland area 0.25 acres or greater or a wetland area contiguous to a lake, pond, river or stream, mitigation is required. Refer to Section 12-176 of the City Code for additional information on wetland mitigation.

WHAT NEEDS TO BE SUBMITTED TO BEGIN THE FORMAL WETLAND USE PERMIT REVIEW PROCESS FOR PROJECTS REQUIRING SITE PLAN APPROVAL?

- A completed [Application for Site Plan and Land Use Approval](#) (found in [Attachment A](#) and at cityofnovi.org) listing the exact acreage of wetlands on site

SECTION 2 WETLANDS AND WATERCOURSE PROTECTION

INTRODUCTION

- Seven sets of signed and sealed size 24" x 36" folded plans included as part of the Preliminary Site Plan submittal package including a topographic map delineating the wetlands and natural features buffer and identifying any proposed impacts and mitigation. Refer to Section 12-176 of the City Code for mitigation plan requirements.

The boundary lines of any watercourses or wetlands on property should be clearly flagged or staked and such flagging or staking shall remain in place throughout the conduct of permit activity.

duration

- A check payable to the City of Novi for review fees. (Fees will be calculated as part of the Preliminary Site Plan review submittal. An invoice will be forwarded to the applicant by City staff.)

WHAT NEEDS TO BE SUBMITTED TO BEGIN THE FORMAL WETLAND USE PERMIT REVIEW PROCESS FOR PROJECTS NOT REQUIRING SITE PLAN APPROVAL?

- A completed [Wetlands Affidavit](#) (found in [Attachment A](#) and at cityofnovi.org)
- A plot plan showing the following:
 - The legal property description
 - Zoning classification and zoning classifications of adjacent parcels
 - Existing structures
 - Existing watercourse and wetland areas
 - Location and nature of any existing easements
 - Size and location of all elements of the proposed activity (area of disturbance)
 - Field survey of existing wetland boundaries and watercourse locations
 - Any MDEQ permit applications or issued permits, if applicable
 - EGLE Topographic maps (See Section 12-172 of the City Code)

The boundary lines of any watercourses or wetlands on property should be clearly flagged or staked and such flagging or staking shall remain in place throughout the conduct of permit activity.

duration

- A check payable to the City of Novi for review fees (Fees will be calculated as part of the Preliminary Site Plan review submittal. An invoice will be forwarded to the applicant by City staff.)

SECTION 2 WETLANDS AND WATERCOURSE PROTECTION

OVERVIEW

WHAT ARE THE STEPS IN THE WETLAND USE PERMIT REVIEW AND APPROVAL PROCESS FOR PROJECTS REQUIRING SITE PLAN APPROVAL?

STEP 1: An applicant may request a Wetlands Evaluation Meeting with the City's Environmental Consultant at the Novi Civic Center or on site to discuss wetlands issues and/or walk the site. An applicant should contact the Community Development Department at 248-347-0475 to arrange a meeting. Applicable fees will be charged and must be paid prior to the meeting.

STEP 2: Formal site plan/Wetland Use Permit request is submitted by the applicant and reviewed by the Community Development Department staff and the City's Environmental Consultants and comments are forwarded to the applicant via email. A list of items that should be included as part of the plan set when a site contains regulated wetlands is included previously in this section. The City's Environmental Consultant will determine if a Wetland Use Permit is required and the type of permit required at the time of Preliminary Site Plan review.

STEP 3: If a Non-Minor Use Permit is required, a public hearing notice and map are published in a newspaper of general circulation and mailed out to property owners within 300 feet of the property at least five days prior to the public hearing date.

STEP 4: If a Non-Minor Use Permit is required, the Planning Commission will hold the public hearing and take one of the following actions on the Preliminary Site Plan and Wetland Use Permit:

- ☐ Approve the Preliminary Site Plan and Wetland Use Permit
- ☐ Deny the Preliminary Site Plan and Wetland Use Permit
- ☐ Table the Preliminary Site Plan and Wetland Use Permit
- ☐ Recommend approval of the Preliminary Site Plan and Wetland Use Permit to City Council, if applicable
- ☐ Recommend denial of the Preliminary Site Plan and Wetland Use Permit to City Council, if applicable

The applicant or applicant's representative must attend the meeting in which their permit is scheduled for consideration. Failure to appear will cause the Planning Commission to postpone consideration of the permit.

STEP 5: City Council consideration and approval of the Preliminary Site Plan and Wetlands Permit is required in certain Zoning Districts. Refer to the Zoning Ordinance for specific regulations. Most Preliminary Site Plans and Wetland Use Permits can be approved by the Planning Commission.

Wetland Use Permits associated with a site plan will expire at the time of the site plan expiration.

SECTION 2 WETLANDS AND WATERCOURSE PROTECTION

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An applicant may appeal the determination made by the City's Environmental Consultant to the Planning Commission. A request for appeal must be filed within ten calendar days of the receipt of the letter noting the determination.

STEP 6: Provided an applicant receives the approval of the Planning Commission (or City Council, if applicable), an applicant proceeds with the Final Site Plan and Stamping Set submittal process outlined in [Chapter 1](#). The amount of fees and financial guarantees that may be required are determined at the time of Final Site Plan review. Preservation easement documents also need to be submitted to the City with the Final Site Plan review submittal package.

The boundaries of platted lots within a subdivision and of building sites within a site condominium may not extend into a wetland or watercourse.

STEP 7: Once the Stamping Sets have been approved by all reviewing parties and all required wetlands fees and financial guarantees have been paid, the City's Environmental Consultant will inspect the protective fencing and the Wetland Permit will be issued. A pre-construction meeting may be held. Refer to Chapter 6 for additional details on required pre-construction meetings and the construction process.

Additional inspections may be required during construction.

STEP 8: Once construction activities have ceased on the site and/or the developer applies for a Temporary Certificate of Occupancy, a final wetlands inspection can be scheduled. The City's Environmental Consultant will inspect the site and the condition of wetlands, watercourses and mitigation. Any items yet to be completed will be written in a Wetlands Final Inspection Letter that will be sent to the Building Division with copies sent to the individual that requested the inspection.

STEP 9: Once all items on the Wetlands Final Inspection Letter have been completed, the applicant can enter the monitoring period where periodic inspections and reports will take place. The applicant is responsible for submitting a Wetland Monitoring Report to the Community Development Department by December 1 of each year. Upon final acceptance of the established wetland, an applicant can request that financial guarantees be reduced or returned. Requests should be made through the Building Division.

WHAT ARE THE STEPS IN THE WETLAND USE PERMIT REVIEW AND APPROVAL PROCESS FOR PROJECTS NOT REQUIRING SITE PLAN APPROVAL?

STEP 1: An applicant may request a Wetlands Evaluation Meeting with the City's Environmental Consultant at the Novi Civic Center or on site to discuss wetlands issues and/or walk the site. An applicant should contact the Community Development Department at 248-347-0475 to arrange a meeting. Applicable fees will be charged and must be paid prior to the meeting.

SECTION 2 WETLANDS AND WATERCOURSE PROTECTION

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STEP 2: A formal Wetland Use Permit request is submitted by the applicant and reviewed by the Community Development Department staff and the City's Environmental Consultants and comments are forwarded to the applicant via email. A list of items that should be included as part of the submittal are included previously in this section. The amount of fees and financial guarantees that may be required are determined at the time of review.

STEP 3: If a Non-Minor Use Permit is required, a public hearing notice and map are published in a newspaper of general circulation and mailed out to property owners within 300 feet of the property at least five days prior to the public hearing date.

STEP 4: If a Non-Minor Use Permit is required, the Planning Commission will hold the public hearing and take one of the following actions on the Wetland Use Permit:

- ☐ Approve the Wetland Use Permit
- ☐ Deny the Wetland Use Permit
- ☐ Table the Wetland Use Permit
- ☐ Recommend approval of the Wetland Use Permit to City Council, if applicable
- ☐ Recommend denial of the Wetland Use Permit to City Council, if applicable

STEP 5: City Council consideration and approval of the Wetland Use Permit is required in certain Zoning Districts. Refer to the Zoning Ordinance for specific regulations. Most Wetland Use Permits can be approved by the Planning Commission.

Wetland Use Permits not associated with a site plan will generally expire after 12 months.

An applicant may appeal the determination made by the City's Environmental Consultant to the Planning Commission. A request for appeal must be filed within ten calendar days.

STEP 6: Once the Stamping Sets have been approved by all reviewing parties and all required wetlands fees and financial guarantees have been paid, the City's Environmental Consultant will inspect the protective fencing and the Wetland Permit will be issued. A pre-construction meeting may be held. Refer to Chapter 6 for additional details on required pre-construction meetings and the construction process.

Additional inspections may be required during construction.

STEP 7: Once construction activities have ceased on the site and/or the developer applies for a Temporary Certificate of Occupancy, a final wetlands inspection can be scheduled. The City's Environmental Consultant will inspect the site and the condition of wetlands, watercourses and mitigation. Any items yet to be completed will be written in a Wetlands Final Inspection Letter that will be sent to the Building Division with copies sent to the individual that requested the inspection.

SECTION 2 WETLANDS AND WATERCOURSE PROTECTION

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STEP 8: Once all items on the Wetlands Final Inspection Letter have been completed, the applicant can enter the monitoring period where periodic inspections and reports will take place. The applicant is responsible for submitting a Wetland Monitoring Report to the Community Development Department by December 1 of each year. Upon final acceptance of the established wetland, an applicant can request that financial guarantees be reduced or returned. Requests should be made through the Building Division.

WHAT IS A WETLAND BOUNDARY DETERMINATION?

An applicant may request a Wetland Boundary Determination to confirm the boundaries and status of potential wetlands on a property. The City's Environmental Consultant will evaluate the site and the application materials and make a determination that will be forwarded to the applicant. If the wetland is

An applicant may appeal the determination made by the City's Environmental Consultant to the Planning Commission. A request for appeal must be filed within ten calendar days of the receipt of the letter noting the determination.

regulated by the City and/or State, a Wetland Use Permit would be required for any of the activities highlighted earlier in this section.

An applicant shall submit the following materials to begin the Wetland Boundary Determination process:

- A completed [Wetland Boundary Determination Application](#) (found in [Attachment A](#) and at cityofnovi.org);
- A plot plan showing the following:
 - The legal property description
 - Existing watercourse and wetland areas
 - Field survey of existing wetland boundaries and watercourse locations; and

The boundary lines of any watercourses or wetlands on property should be clearly flagged or staked .
The markings shall be maintained throughout the duration of the project.

- A check payable to the City of Novi for review fees. (Fees will be calculated at the time of submittal. An invoice will be forwarded to the applicant by City staff.)

CHAPTER 5

ADDITIONAL STUDIES



SECTION 1 TRAFFIC IMPACT STUDIES

INTRODUCTION

This document is intended to provide a general overview of the City of Novi's requirements for traffic impact studies. Potential applicants should contact the Community Development Department to arrange a meeting to discuss questions and concerns related to Traffic Impact Studies. Furthermore, the provisions of this manual are not intended to repeal, eliminate or otherwise limit any of the requirements or provisions contained in the Zoning Ordinance or City Code. City ordinances and codes should be thoroughly researched prior to application for a rezoning or site plan approval.

WHAT IS THE PURPOSE OF PROVIDING A TRAFFIC IMPACT STUDY?

The City of Novi recognizes the direct correlation between land use decisions and traffic operations. The intent of a Traffic Impact Study (including a Traffic Impact Statement, a Traffic Impact Assessment and a Rezoning Traffic Impact Study) is to provide for accurate evaluation of expected impacts of proposed projects to assist in decision-making. This section is further intended to help achieve the following objectives:

- To help ensure safe and reasonable traffic operating conditions on streets and intersections after development of the proposed use;
- To reduce negative traffic impacts created by individual developments;
- In the case of a rezoning, to evaluate if the rezoning is timely and (if it is inconsistent with the Master Plan for Land Use) if the rezoning would be a logical alternative from a traffic perspective;
- To realize a comprehensive approach to the overall impacts of various developments along a corridor or within a community rather than a piecemeal approach;
- To provide direction to community decision makers, road agencies and developers regarding the expected impacts of a project;
- To alert the community, transportation agencies and developers of improvements or modifications needed to the roadway, access or site design; and
- To protect the substantial public investment in the existing street system.

HOW ARE TERMS ASSOCIATED WITH A TRAFFIC IMPACT STUDY DEFINED?

The following terms used in this section shall be defined as follows:

- Average Day: A Tuesday, Wednesday or Thursday during a non-holiday ^{week} ~~week~~ for most uses. The average day may be a Saturday for uses that have higher or similar peak-hour traffic volumes on a Saturday rather than mid-week.
- Development: A site plan, subdivision tentative preliminary plat, condominium project, mobile home park, redevelopment, reuse or expansion of a use or building.

SECTION 1 TRAFFIC IMPACT STUDIES

INTRODUCTION

- Level of Service: A qualitative measure describing operational conditions within a traffic stream, generally described in terms of such factors as speed, travel time, delay, freedom to maneuver, traffic interruptions, comfort, convenience and safety.
- Master Plan: The Master Plan for Land Use adopted by the City of Novi Planning Commission which illustrates the intended future land use pattern and may also describe roadway functional classifications and intended improvements to the transportation system (i.e., Comprehensive Plan, Future Land Use Plan, Thoroughfare Plan, etc.)
- Peak Hour: A one-hour period representing the highest hourly volume of traffic flow on the adjacent street system during the morning (a.m. peak hour) and the afternoon or evening (p.m. peak hour) or representing the hour of highest volume of traffic entering or exiting a site (peak hour of generator).
- Study Area: The geographic area containing those critical arterial intersections (and connecting roadway segments) which are expected to be affected by the site traffic generated by a development, as determined by the City's traffic consultant.
- Traffic Impact Study: The analysis of the potential traffic impacts generated by a proposed project. The type of study and level of analysis will vary depending on the type and size of the project.
- Trip: A single or one-direction vehicle movement with either the origin or the destination (exiting or entering) inside a study site. Entering or exiting the site is therefore two trips within the same peak hour.

Prior to submittal of any type of Traffic Impact Study, the applicant shall contact the City's traffic consultant to establish the framework and scope of the study. For developments that are either located on or will impact State or County roads, the study requirements should be discussed and coordinated with the Road Commission for Oakland County (RCOC), the Wayne County Road Commission (WCRC) and/or the Michigan Department of Transportation (MDOT), as appropriate.

Add information about what should be included in the scope above.

WHAT ARE THE TYPES OF TRAFFIC IMPACT STUDIES AND WHEN IS A TRAFFIC IMPACT STUDY REQUIRED?

A Traffic Impact Study shall be submitted by a petitioner for a rezoning, Preliminary Site Plan, area plan, concept plan or subdivision plan under any of the situations listed below.

TRAFFIC IMPACT STATEMENT (TIS): Full scale Traffic Impact Statements are required for all projects expected to generate over 100 or more directional trips during the peak hour of the traffic generator or the peak hour of adjacent streets or over 750 trips in an average day. See Table 1 on the following page for examples of land uses and expected trips generated.

SECTION 1 TRAFFIC IMPACT STUDIES

INTRODUCTION

Land use thresholds updated per 11th Edition of ITE

Table 1—Examples of Land Use Size Thresholds/Based on Trip Generation Characteristics (1) (2)		
Land Use	100 Peak-Hour, Peak-Direction Trips	750 Daily (One-Directional) Trips
Residential Land Uses		
Single Family Homes	155 units	70 units
Apartments	250 units	105 units
Condominiums/Townhouses	305 units	120 units
Mobile Home Park	280 units	135 units
Commercial and Industrial Uses		
Shopping Center/Retail (GLA) (3)	17,260 sq. ft. (weekday) 10,040 sq. ft. (Saturday)	3,370 sq. ft. (weekday)
Fast Food Restaurant with drive-through (GFA) (3)	3,970 sq. ft. (am) (4) 5,680 sq. ft. (pm) (4)	1,510 sq. ft.
Convenience Store with gas sales (GFA) (3) (5)	2,060 sq. ft. or 10 nozzles	890 sq. ft. or 5 nozzles
Banks with drive-through (GFA) (3)	7,500 sq. ft.	5,060 sq. ft.
Hotel/Motel	280/330 rooms	90/130 rooms
General Office (GFA) (3)	37,200 sq. ft. (5)	47,340 sq. ft.
Medical/Dental Office (GFA) (3)	41,190 sq. ft.	23,600 sq. ft.
Research and Development (GFA) (3)	88,680 sq. ft. or 7.1 acres	92,480 sq. ft. or 9.4 acres
Light Industrial (GFA) (3)	145,690 sq. ft. or 14.8 acres	114,050 sq. ft. or 14.5 acres
Manufacturing (GFA) (3)	190,030 sq. ft.	196,340 sq. ft.
Church (GFA) (3)	17,000 sq. ft. (6)	20,480 sq. ft. (6)
Day Care Center	220 students	170 students

Notes:

1. Rates/equations used to calculate the above thresholds are the Trip Generation 8th Edition, 2008, by the Institute of Transportation Engineers.
2. For example, a full Traffic Impact Study should be completed if thresholds are met or exceeded. The City has the discretion to determine which column, day, and peak hour to apply, based on a case-by-case evaluation.
3. GLA = Gross Leasable Area and GFA = Gross Floor Area.
4. Using a.m. peak hour rates/equations would produce a lower threshold; however, adjacent roadway volumes are usually higher during the p.m. peak hour.
5. Based on higher of "Gas Station with Market" and "Convenience Market with Pumps" forecast.
6. Based on Sunday data.

For further trip generation characteristics of the above land uses or of other uses not illustrated above, refer to the latest edition of the Trip Generation by ITE. Values listed in this table have been rounded to the nearest 5 dwelling units or 10 sq. ft.

SECTION 1 TRAFFIC IMPACT STUDIES

INTRODUCTION AND OVERVIEW

TRAFFIC IMPACT ASSESSMENT (TIA): Traffic Impact Assessments are abbreviated versions of a Traffic Impact Statement and are required for all projects expected to generate over 75-100 directional trips during the peak hour of the traffic generator or the peak hour of adjacent streets . See [Table 1](#) on the previous page for examples of land uses and expected trips generated.

Traffic Impact Statements and Assessments are required for new phases to existing projects meeting the above thresholds and for substantial changes to projects with a Traffic Impact Statement or Assessment greater than two years old and where roadway conditions have changed more than two percent annually.

REZONING TRAFFIC IMPACT STUDY (RTIS): Rezoning Traffic Impact Studies are abbreviated versions of a Traffic Impact Statement and are required in the following instances:

- Any proposed zoning change from residential to non-residential;
- Any proposed zoning change to a residential category two or more categories higher than the current residential designation (e.g., R-1 to R-3); or
- Any other proposed zoning change that would likely increase trips generated per day by 1,000 or more over one or more principal permitted uses in the current zoning district.

WHAT SHOULD BE INCLUDED IN A TRAFFIC IMPACT STATEMENT (TIS)?

The following information should be included as part of Traffic Impact Statement:

- **Background Information:** The applicant should provide illustrations and a narrative describing the site, surroundings, study area and adjacent roadway system (functional classifications, lanes, speed limits, etc.). The description should include surrounding land uses, expected development in the vicinity which could influence future traffic conditions, special site features and a description of any committed roadway improvements. The narrative should define and justify the study area selected for analysis.
- **Description of the Requested Use:** The applicant should provide a description of factors such as the number and types of dwelling units, the gross and leasable floor area and the number of employees and shift change factors. Intended phasing or future expansion should also be noted.
- **Description of Existing Traffic Conditions:** The applicant should provide the following:
 - **Traffic Counts:** Existing conditions including existing peak-hour traffic volumes (and daily volumes) on streets adjacent to the site should be provided. Existing counts and levels of service for intersections in the vicinity which are expected to be impacted, as identified by City staff and consultants at a Pre-Application meeting or through previous discussions should also be provided. Traffic counts shall be taken on a Tuesday, Wednesday or Thursday of non-holiday weeks. Additional counts (e.g., on Saturday for a proposed commercial development) may also be required in some cases.

SECTION 1 TRAFFIC IMPACT STUDIES

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The individual or firm preparing the Traffic Impact Statement shall obtain the traffic counts during average or higher than average volume conditions (i.e. regarding weather or seasonal variations and in consideration of any construction or special events) for the area under study.

Traffic count data shall not be over two years old, except the City may permit counts up to three years old to be increased by a factor supported by documentation or a finding that traffic has increased at a rate less than two percent annually in the past three to five years.

- **Roadway Characteristics and Existing Conditions:** The applicant should describe and illustrate roadway characteristics as appropriate. Features to be addressed include lane configurations, geometrics, signal timing, traffic control devices, posted speed limits and any sight distance limitations. Existing levels of service shall be calculated for intersections included within the study area. Existing driveways and potential turning movement conflicts in the vicinity of the site shall be illustrated and described. The existing and proposed right-of-way shall be identified.
- **Background Traffic Growth:** The applicant should note that for any project requiring a Traffic Impact Statement with a completion date beyond one year of the time the Traffic Impact Statement was prepared, the analysis shall also include a scenario analyzing forecast traffic and levels of service at the expected date of completion along the adjacent street network using historic annual percentage increases and/or future development in the area which has been approved.
- **Trip Generation:** The applicant should provide forecasted trip generation of the proposed use for the a.m. (if applicable) and p.m. peak hours and an average 24-hour day. A table should be provided showing the use, ITE code number, trip rate and trips in and out. The forecasts shall be based on the data and procedures outlined in the most recent edition of Trip Generation published by the Institute of Transportation Engineering (ITE). The applicant may use other commonly accepted sources of data or supplement the standard data with data from at least two similar projects in Michigan. Any trip reduction for pass-by trips, transit, ride-sharing, other modes, internal capture rates, etc. shall be based on ITE findings and documented survey results acceptable to the City. The community may elect to reduce the trip reduction rates used. For projects intended to be developed in phases, trip generation by phase shall be described.
- **Trip Distribution:** The applicant should ensure that the project traffic generated is distributed (inbound v. outbound, left turn v. right turn) onto the existing street network to project turning movements at site access points and at nearby intersections. Projected turning movements shall be illustrated in the report. A description by the applicant of standard engineering procedures for determining the distribution should also be attached (trip distribution model, market studies, counts at existing driveways, etc.)

SECTION 1 TRAFFIC IMPACT STUDIES

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- **Impact Analysis:** The applicant should provide as part of the Traffic Impact Statement level of service or "capacity" analysis at the proposed access points using the procedures outlined in the most recent edition of the Highway Capacity Manual published by the Transportation Research Board. Before and after capacity analyses shall also be performed at the closest signalized intersection and for all street intersections where the expected traffic generated at the site will comprise at least five percent of the existing intersection volume and/or for roadway sections and intersections experiencing congestion, as determined by City staff and consultants.
- **Access Design/Access Management Standards:** The Traffic Impact Statement shall include a map (or reduced copy of the site plan at size 11"x17") and description of the location and design of proposed access (driveway or new street intersections) including any sight distance limitations, dimensions from adjacent driveways and intersections within 200 feet on either side of the main roadway, data to demonstrate the number of driveways proposed is the fewest necessary and support that the access points will provide safe and efficient traffic operation and be in accordance with the standards of the City and the applicable road agency.
- **Other Study Items:** The Traffic Impact Statement shall include the following:
 - The need for (or provision of) any additional right-of-way where planned or desired by the City or applicable road agency;
 - Changes which should be considered to the site plan layout (or plat);
 - Description of any needed non-motorized facilities;
 - The adequacy of the queuing/stacking area if the use involves a drive-through facility;
 - The relationship of anticipated traffic to traffic signal warrants in the Michigan Manual of Uniform Traffic Control Devices if a traffic signal is being requested (Analysis should also be provided on the impacts to traffic progression along the roadway through coordinated timing, etc.); and
 - Description of the site circulation and available sight distances at site driveways.

If a median crossover is desired, separate analysis should be provided.

- **Mitigation/Alternatives:** The applicant should outline mitigation measures as part of the Traffic Impact Statement and demonstrate any changes to the level of service achieved by these measures. Any alternatives or suggested phasing of improvements should be described. The mitigation measures may include items such as roadway widening, need for the bypass lanes or deceleration tapers/lanes, changes to signalization, use of access management techniques or a reduction in the proposed intensity of use. The responsibility and timing of roadway improvements shall be described. A traffic signing and striping plan must accompany the Final Site Plan.

Proposed mitigation measures should be discussed with the applicable road agency.

SECTION 1 TRAFFIC IMPACT STUDIES

OVERVIEW

WHAT SHOULD BE INCLUDED IN A TRAFFIC IMPACT ASSESSMENT (TIA)?

A Traffic Impact Assessment is an abbreviated version of a Traffic Impact Statement. The following information as described in the requirements for a Traffic Impact Statement should be included as part of Traffic Impact Assessment:

- Background Information;
- Description of the Requested Use;
- Description of Existing Traffic Conditions;
- Background Traffic Growth;
- Trip Generation;
- Trip Distribution;
- Access Design/Access Management Standards; and
- Other Study Items.

WHAT SHOULD BE INCLUDED IN A REZONING TRAFFIC IMPACT STUDY (RTIS)?

A Rezoning Traffic Impact Study is an abbreviated version of a Traffic Impact Statement. The following information as described in the requirements for a Traffic Impact Statement should be included as part of Rezoning Traffic Impact Study:

- Background Information;
- Description of the Requested Use; and
- Trip Generation.

In addition, a Rezoning Traffic Impact Study shall include available traffic counts (peak hour and daily) within one mile of the subject property. Also, the trip generation section shall compare trip generation of typical uses permitted under the requested zoning district with those in the existing zoning district.

WHAT ARE THE QUALIFICATIONS FOR PREPARERS AND REVIEWERS OF TRAFFIC IMPACT STUDIES?

The Traffic Impact Study shall include a résumé of the preparer(s) responsible for the report. The Traffic Impact Study should also be signed by the preparer(s) with full recognition of potential liability for the results and recommendations outlined in the report.

Preparer: The preparation of a thorough Traffic Impact Study requires extensive background and experience in traffic-related analyses. The person(s) responsible for the preparation of the study shall meet the following requirements:

SECTION 1 TRAFFIC IMPACT STUDIES

OVERVIEW

- ❑ Three or more years of recent experience in the preparation of Traffic Impact Studies;
- ❑ The development of Traffic Impact Studies (and similar intersection and/or corridor analyses) must comprise a major component of the preparer's recent professional experience;
- ❑ Specific education, training and/or professional course work in traffic impact analysis;
- ❑ The study preparer(s) shall be an associate (or higher) member of one or more professional transportation-related organizations (i.e., The Institute of Transportation Engineers (ITE) or the Transportation Research Board (TRB); and
- ❑ The study preparer(s) must be a registered professional engineer (PE), a community planner with AICP or PCP certification or have a professional traffic operations engineer (PTOE) certification.

Any Traffic Impact Study involving roadway or traffic signal design work shall be prepared by or under the supervision of a registered professional engineer (PE) with specific training in traffic engineering.

Reviewer: Review of the Traffic Impact Study is important to ensure that the analysis and recommendations are based on accepted practices. The Traffic Impact Study shall be reviewed by a trained traffic engineer or transportation planner. The qualifications of the reviewer should parallel those of the preparers as outlined above and on the previous page.

CAN THE REQUIREMENT FOR A TRAFFIC IMPACT STUDY BE WAIVED?

An applicant may request a waiver of a Traffic Impact Study from the Planning Commission. In order to request a waiver, the applicant should submit a written statement requesting the waiver and documenting the reasons for the requested waiver. Waiver requests would be considered by the Planning Commission at the time of Preliminary Site Plan review, after review and recommendation by City staff and consultants. Factors to be considered include:

- ❑ The existing level of service along the roadway is not expected to drop below LOS "C" due to the proposed development;
- ❑ The existing level of service is not expected to be significantly impacted by the proposed development due to specific conditions at this location; and/or
- ❑ A similar Traffic Impact Study was previously prepared for the site and is considered applicable by City staff and consultants..

SECTION 2 COMMUNITY IMPACT STATEMENT

INTRODUCTION AND OVERVIEW

This document is intended to provide a general overview of the City of Novi's Community Impact Statement requirements. Potential applicants should contact the Community Development Department to arrange a meeting to discuss questions and concerns. Furthermore, the provisions of this manual are not intended to repeal, eliminate or otherwise limit any of the requirements or provisions contained in the Zoning Ordinance or City Code. City ordinances and codes should be thoroughly researched prior to application for a rezoning or site plan approval.

WHAT IS THE PURPOSE OF PROVIDING A COMMUNITY IMPACT STATEMENT (CIS)?

A Community Impact Statement provides the Planning Commission and/or City Council with information to aid in the planning and implementation of infrastructure needs for the City. It may also be used to evaluate the potential impact(s) of special land uses.

WHEN IS A COMMUNITY IMPACT STATEMENT REQUIRED?

A Community Impact Statement is required for all non-residential projects over 30 acres in size for a principal permitted use or ten acres in size for a special land use and all residential projects with more than 150 units. In the case of a mixed-use development, staff shall determine whether a Community Impact Statement is required.

WHAT SHOULD BE INCLUDED IN A COMMUNITY IMPACT STATEMENT?

A Community Impact Statement should address all of the following information:

- ☐ Expected annual number of police responses for the proposed development (can be based on statistics from similar developments);
- ☐ Expected annual number of fire responses for the proposed development (can be based on statistics from similar developments);
- ☐ Anticipated number of employees (include both permanent and construction jobs on site);
- ☐ Statement regarding compliance with City Performance Standards (Section 2519 of the Zoning Ordinance); [Section 5.14](#)
- ☐ Estimated number of sewer and water taps and information on peak hour demand and min/max operating pressures for water system;
- ☐ Relationship of the proposed development with surrounding uses;
- ☐ Description of proposed land use;
- ☐ Description of the environmental factors and impacts addressing the following:
 - ☐ Natural features on the site (e.g., unusual topography, habitat areas, wetlands, woodlands, historic trees, etc.);
 - ☐ Temporary and permanent impacts to natural features on the site;

SECTION 2 COMMUNITY IMPACT STATEMENT

OVERVIEW

- Manufacture, use or storage of any hazardous or toxic materials on the site including Environmental Protection Agency requirements and the need for a Pollution Incidence Prevention Plan (PIPP);
- Location, type, depth and contents of any existing or proposed underground storage tanks;
- Environmental use and/or contamination history of the site (i.e., groundwater contamination, landfill, chemical spills, etc.); and
- Potential impacts to existing wildlife on site; and
- Description of the social impacts addressing the following:
 - Replacement or relocation of any existing uses or occupants on the site;
 - Traffic impacts (information can come from any required Traffic Impact Study or statistics from other similar developments when a study is not required);
 - Proposed site amenities (i.e., sidewalks, public parks, bicycle paths, etc.); and
 - Increases in the permanent population of the City as a result of the proposed development (specific number should be identified and statistics from similar developments can be used).

CAN THE REQUIREMENT FOR A COMMUNITY IMPACT STATEMENT BE WAIVED?

In the case of low impact developments (e.g., small parking lot expansion on an existing fifteen acre site), an applicant may request a waiver of a Community Impact Statement from City staff. A waiver will be discussed at the Pre-Application meeting.

CHAPTER 6

OVERVIEW OF CONSTRUCTION PROCESS AND REQUIRED PERMITS



SECTION 1 PRE-CONSTRUCTION PROCESS

INTRODUCTION AND OVERVIEW

This document is intended to provide a general overview of the City of Novi's pre-construction process. Potential applicants should contact the Community Development Department to discuss questions and concerns related to the pre-construction process. Furthermore, the provisions of this manual are not intended to repeal, eliminate or otherwise limit any of the requirements or provisions contained in the Zoning Ordinance or City Code.

WHAT IS REQUIRED BEFORE CONSTRUCTION CAN BEGIN?

Once all approvals from the Planning Division of the Community Development Department are secured in accordance with the process generally outlined in [Chapter 1](#) of this document, the pre-construction process can begin. Applicants can initiate the pre-construction process following the issuance of Final Site Plan approval letters by contacting the Community Development Department at 248-347-0415. Construction of site improvements (i.e., utilities, roads, etc.) can begin once the following is complete:

- A project has received Stamping Set approval from the Planning Division;
- The applicant and City staff have reviewed, completed and provided all applicable documentation and financial guarantees noted in the [Pre-Construction Checklist](#), a copy of which is provided in [Attachment A](#); and [Copy of Pre-Construction Checklist can be requested from staff.](#)

The [Pre-Construction Checklist](#) will be completed by City staff. An applicant will be notified of the items to be submitted and any required financial guarantees once the pre-construction process is initiated by contacting the Community Development Department.

- A pre-construction meeting has been held.
[Any requirements discussed in the pre-construction meeting must be met prior to starting construction on-site, including but not limited to: installation and approval of silt and woodland fence \(if applicable\), material certification submittal and approval, etc.](#)

WHEN IS A PROJECT ELIGIBLE FOR BUILDING PERMIT REVIEW?

Applicants generally submit Building Permit review applications following the issuance of Final Site Plan approval letters from the Planning Division. An applicant may apply for Building Permits after approval of the Preliminary Site Plan. Applicants should be aware that any changes required during the Final Site Plan Planning Division review could require changes to the Building Permit review plans.

Chapter 26.5 of the City of Novi Code of Ordinances generally requires all projects be completed within two years of the issuance of any starting permit. Please contact the Community Development Department at 248-347-0415 for additional information on starting permits. An applicant should review and be aware of the requirements of Chapter 26.5 before starting construction.

Allow 2-4 weeks to complete the requirements for scheduling.

SECTION 2 SOIL EROSION AND SEDIMENTATION CONTROL

INTRODUCTION AND OVERVIEW

This document is intended to provide a general overview of the City of Novi's soil erosion and sedimentation control provisions. Potential applicants should contact the Community Development Department to discuss questions and concerns related to soil erosion and sedimentation control. Furthermore, the provisions of this manual are not intended to repeal, eliminate or otherwise limit any of the requirements or provisions contained in the Zoning Ordinance or City Code.

WHAT ARE THE STEPS INVOLVED IN OBTAINING A SOIL EROSION PERMIT?

STEP 1: A Soil Erosion Permit application (available at cityofnovi.org), one set of Soil Erosion Control Plans and the appropriate plan review fee are submitted to the Building Division of the Community Development Department by the applicant. The application and plans are reviewed by the City's Engineering Division within thirty days.

STEP 2: If revisions to the plans are required, the applicant will be advised of the revisions in writing and by way of marked up plans. A revised plan may be submitted electronically to the reviewing engineer who will approve the revisions. Additional review fees may apply. Five sets of finalized plans are required to be sent directly to the Engineering Division for final distribution.

STEP 3: Upon approval of the plans, a permit will be written and sent back to the Building Division along with four sets of stamped approved plans. One copy will be forwarded to the applicant. A letter of credit (based on the estimated total cost of all temporary and permanent soil erosion sedimentation control measures included in the approved plan) will be required where costs exceed \$1,000. ~~Once fees are paid permit will be issued and applicant will receive a copy of the approved plans.~~

~~{The owner of the property (or an authorized agent) must sign the permit and post any required financial guarantees before the permit is considered valid.}~~ Delete A pre-construction meeting is required for all projects requiring site plan approval prior to any clearing, grubbing or earthwork activities. Refer to [Section 1](#) of this chapter for additional information on the pre-construction process.

STEP 4: After all necessary approvals are obtained (including initial inspections of the site perimeter protection measures such as silt fencing) and earthwork on the site commences, the City will conduct routine inspections to ensure that the site is in compliance with the Soil Erosion and Sedimentation Control Ordinance and the approved plan. Upon the City's direction, additional measures shall be constructed or maintenance work shall be performed to assure erosion and sedimentation control. add NPDES permit reference

It is the responsibility of the applicant to ensure that all soil erosion and sedimentation control measures are installed and maintained throughout the duration of the project until all bare soils on the site are completely stabilized with permanent vegetation. A Soil Erosion Permit is valid for one year and it is the applicant's responsibility to renew the permit prior to expiration. [Instruction for renewal.](#)

STEP 5: The City will inspect the project at the time of complete soil stabilization of the site or at the applicant's request for release of ~~monies~~.

~~{replace with} financial guarantee~~

ATTACHMENT A

REVIEW FORMS

AND

APPLICATIONS



ATTACHMENT A

TABLE OF CONTENTS

PRE-APPLICATION FORMS

- ☐ [Pre-Application Meeting Request](#)
- ☐ [Request for Estimated Fees](#)

PRELIMINARY SITE PLAN FORMS

- ☐ [Application for Site Plan and Land Use Approval](#)
- ☐ [Preliminary Site Plan Checklist](#)
- ☐ [Project and Street Name Request Form](#)
- ☐ [Oakland County—Nondomestic User Survey Form](#)
- ☐ [Hazardous Materials Reporting Package](#)

FINAL SITE PLAN FORMS

- ☐ [Final Site Plan Submittal Form](#)
- ☐ [Final Site Plan Checklist](#)
- ☐ [Other Agency Checklist](#)
- ☐ [Right-of-Way / Easement Permit Application](#)
- ☐ [Address Request Form](#)
- ☐ [No Revision Façade Affidavit](#)
- ☐ [Pre-Construction Checklist](#) (remove - supplied by staff as necessary)

SITE PLAN REVISION FORMS

- ☐ [Site Plan Revision Submittal Form](#)

REZONING / PLANNED REZONING OVERLAY FORMS

- ☐ [Application for Site Plan and Land Use Approval](#)

NATURAL FEATURES FORMS

- ☐ [Woodlands Affidavit](#)
- ☐ [Wetlands Affidavit](#)
- ☐ [Wetland Boundary Determination](#)

PRE-CONSTRUCTION FORMS

- ☐ [Pre-Construction Checklist](#)

OUTDOOR SEATING FORMS

- ☐ [Outdoor Seating Application](#)
- ☐ [Application for Outdoor Seating Inspection](#)



CITY OF NOVI CITY COUNCIL
MAY 8, 2023

SUBJECT: Approval to award Healey Fire Protection, Inc. \$54,775.00 to upgrade the existing fire monitoring panel for the Public Safety building as part of the elevator system upgrades.

SUBMITTING DEPARTMENT: Integrated Solutions – Facilities Management

EXPENDITURE REQUIRED	\$54,775.00
AMOUNT BUDGETED	\$55,000
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	101-265.00-976.135

BACKGROUND INFORMATION:

The existing National Time 7251 fire monitoring control panel at the Public Safety building was installed in 2000 and has been in continuous service for 23 years. This control panel monitors, receives, and reports signals from fire equipment such as alarms, smoke detectors, and sprinkler systems throughout the building. While currently functioning, this model is no longer supported by the manufacturer. As a result, spare parts are no longer available, and repairs are impossible should unforeseen fire detection and suppression system failures occur. In addition, the elevator upgrades scheduled for the Public Safety building require an elevator recall system that reports through the fire panel per fire code. Replacing this fire monitoring panel ensures that the fire code is met with the new elevator system installation, that service can be performed if needed in the future, and that the safety features of the building are properly functioning and updated.

RECOMMENDED ACTION: Approval to award Healey Fire Protection, Inc. \$54,775.00 to upgrade the existing fire monitoring panel for the Public Safety building as part of the elevator system upgrades.



Healey Fire Protection, Inc.

Special Hazard Systems

134 Northpointe Drive

Orion, Michigan 48359 (248) 373-7800 fax (248) 373-6678

Visit Our Website! www.healeyfire.com

April 19, 2023

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

Attention: Matt Turco (mturco@cityofnovi.org)

Subject: **Police Station** - Fire Alarm System Replacement & Upgrade Proposal
HFP Proposal No. 230199

In accordance with your request, Healey Fire Protection is pleased to submit our budget proposal.

Our records indicate the existing National Time 7251 control panel was installed in 2000 (in continuous service for 23 years). Although the system may currently be in working condition it must be noted that this model is no longer supported by the manufacturer. Spare parts are no longer available, and repairs are no longer feasible. Healey Fire Protection highly recommends that you take preemptive action to upgrade the control panel prior to an unforeseen failure of the detection and suppression systems.

Police Station - Scope of Work:

Healey proposes replacement of the existing fire alarm panel protecting the subject hazard.

- Engineering design, drawings, calculations, manuals, approvals, and as-built drawings
- Reuse existing wire, conduit and backboxes (***additional charges may apply if existing wire needs replacement***).
- Provide new Addressable/intelligent control panel.
- Provide new batteries and battery enclosure.
- Monitor existing sprinkler system (Water Flow and Tamper switch).
- Replace existing ceiling smoke detectors.
- Add addressable control relay(s) for elevator room.
- Replace existing Duct/RTU smoke detectors.
- Replace existing manual pull stations.
- Replace existing audible visual alarm device.
- Add audible visual alarm devices for proper coverage.
- Supervision and guidance for electrical contractor.
- Final test and commission with end user and AHJ.
- Record of completion documentation per NFPA standards.
- 'As-Installed' drawings and calculations.
- End user guide & operating instructions.

Please feel free to contact us to discuss if you should have any questions.

Sincerely,

Marc Demey
Sales Engineer

Police Station - City of Novi
Replacement of the Existing Fire Alarm Panel

Healey Fire Protection will provide the above equipment and services for the estimated sum(s):

Engineering, calculation, submittals, and Review fee	\$5,150.00
Material, supervision, programming, and delivery.....	\$20,275.00
Supervision, and testing services	\$7,200.00
Electrical Installation	\$22,150.00
Permits with local authority	Excluded

Total	\$54,775.00
-------------	-------------

CLARIFICATIONS & EXCLUSIONS:

- Healey Fire Protection will furnish onsite technical support on straight time to test the alarm and document responses at the control panel for all devices after installation.
- Local permits, fees, and plan review are excluded.
- Our design build proposal is based upon the exact quantity of material and devices indicated. If significantly more alarm equipment is needed to satisfy the local authority having jurisdiction, we then respect the right to quote those extras.
- Labor price is based on straight time, Monday through Friday, 8:00 a.m. – 4:30 p.m.
- Delivery of engineered drawings for approval submittal would be approximately four (4) weeks from receipt of purchase order.
- Material delivery would be approximately four to six (4-6) weeks after drawing approval or customer authorized release.
- Terms of payment are net thirty (30) days; taxes are not included.
- Prices in this proposal will remain firm for ninety (90) days, after which Healey Fire Protection reserves the right to submit updated prices.



CITY OF NOVI CITY COUNCIL
MAY 8, 2023

SUBJECT: Approval of an annual maintenance contract with SCADA Blocks for assistance with the operation and maintenance of the City's water and sewer SCADA system, in the estimated annual amount of \$35,347.60 and one-time onboarding costs of \$24,850.00. The contract term is two years with three one-year renewal options.

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

EXPENDITURE REQUIRED	\$ 32,097.60 Annual Fee \$ 3,250.00 Annual As-needed Work (Estimated) <u>\$ 24,850.00 One-time Onboarding Costs</u> \$ 60,197.60 Total
AMOUNT BUDGETED	\$ 82,398.00
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	592-536.00-936.501

BACKGROUND INFORMATION:

The Water & Sewer Division has been working with SCADA Blocks to develop a plan to enhance and improve the City's Supervisory Control and Data Acquisition (SCADA) system, which is utilized by the Water and Sewer Division to operate and monitor the City's water and sewer system. The owner of SCADA Blocks was previously the owner of Integration Services (ICS) LLC., which was responsible for developing and implementing the current SCADA system. Combined with ICS this new company will improve the system by using a cloud-based network which will be more reliable and more accessible over mobile devices. ICS will still be utilized for general maintenance related to system operation and maintenance of equipment.

The proposed contract provides continued support of the SCADA system, including all support, upgrades, and ongoing maintenance required to maintain the SCADA Blocks

servers and infrastructure. Both SCADA Blocks and ICS will provide 24-hour on-call service for emergency situations (equipment or system malfunction).

The standard maintenance items are included in the annual fee of \$32,097.20, with as-needed work completed per the hourly rate provided in the proposal dated August 16, 2022. Staff estimates twenty-five hours of as-needed work requests, for an estimated annual contract amount of \$35,347.60. Additionally, there will be one-time onboarding costs for all new sites added to the SCADA system, per the costs provided in the proposal.

SCADA Blocks was chosen for this maintenance contract due to the familiarity with the design and implementation of the SCADA system, and the expectation they will be an integral part of the continued refinement and expansion of the system's operational controls. This contract would be effective for a period of two years.

RECOMMENDED ACTION: Approval of an annual maintenance contract with SCADA Blocks for assistance with the operation and maintenance of the City's water and sewer SCADA system, in the estimated annual amount of \$35,347.60 and one-time onboarding costs of \$24,850.00. The contract term is two years with three one-year renewal options.



Services and Scope Schedule

Date: August 16th, 2022
Client: City of Novi, Michigan
Proposal # 44-909

To: Ben Croy

We are pleased to offer our hosted SCADA Blocks solution. This is a cloud based system which connects to your equipment by a secure VPN over cellular networks. Your application will be hosted in a shared environment. Our servers will collect data from your sites via cellular modem. Your users will need Internet access to connect to the system. We will provide a unique login for each user. The system is accessible from anywhere an Internet connection is available.

Pricing

Onboarding Costs (materials, design engineering and field startup support):

Description	Due	Total
Completed startup Existing sites	On Startup Completion	\$15,000.00
NV-01 Panel, install & labor	On Startup Completion	\$6800.00
NV-03 Panel install & labor	On Startup Completion	\$1250.00
NV-03/WPBS Antenna upgrades	On Startup Completion	\$1800.00
Total Onboarding Costs		\$24,850.00

Subscription Rate Plans – Commence immediately on completed startup:

Site	Quantity	Annual Rate Per site*	Total
Per Lift Station *Includes new lift station	18	\$1080.00	\$19440.00
Per PRV / Meter Site *Includes NV-01 & NV-03	7	\$1360.80	\$9525.60
Island Lakes, West Park Booster Station	2	\$1566.00	\$3132.00
Annual Subscription Pricing			\$32097.60
300 alarm credits included per site per month			
Additional alarm credit (if required)	1	.015	
Hourly rate for additional services as required			\$130.00
*10% discount for up front annual payment			

Materials we provide**Existing Sites**

- SCADA Blocks will not provide any equipment as your existing sites already have a communication infrastructure that we can directly connect to.
- We will take over your existing cellular modems on our cellular accounts, however the modems will remain your property should you choose to discontinue the service at some point in the future.

NV-01

- Control panel, solar panel, battery and associated equipment as required.
- Equipment provided by SCADA Blocks will be warrantied for a period of 1 year, thereafter replacement of equipment will be billed on a time and material basis.

NV-03

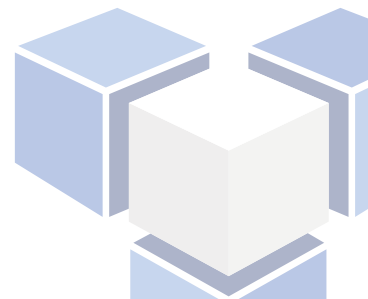
- Control panel, solar panel, battery and associated equipment as required.
- Equipment provided by SCADA Blocks will be warrantied for a period of 1 year, thereafter replacement of equipment will be billed on a time and material basis.
- Added additional solar components
- Added WPBS antenna, cable and startup on new antenna.

New Lift Station

- Lift station costs are a best effort estimate based on the proposed design drawings from the installation contractor and the efforts required to integrate SCADA with their proposed equipment. In the event that the provided equipment deviates from the design documents, there may be additional charges for labor and materials to accommodate those changes. **This price does not include electrical installation, will need to be installed and wired by either the installation contractor, or Novi's chosen electrical contractor.**

Engineering and field startup services

- **SCADA Blocks to refine this section after final meeting with Novi to review graphic screens. Intent is to determine Novi's requirements and match them to the best of our capabilities.**
- Screen development based on SCADA Blocks templates to include:
 - System overview for all sites.
 - Lift station screen for each site, Water Screen for each site.
 - Equipment detail for each piece of equipment wired to the control panel. (Pump, level sensor, flow meter, generator.)
 - Run time, start-stop, wet well level, site trends and reports.
 - Flex trends that are user adjustable and provide the ability to export data for further analysis outside SCADA Blocks.
 - Detailed alarm summary and history screens.
 - User management, permissions and notification roster screens for alarming purposes.
 - Various automated reports that are currently available in SCADA Blocks.



- **All features will be based on I/O Currently available in your existing Allen Bradley and Multi-smart controllers.**
- Installation of all equipment provided by SCADA Blocks.

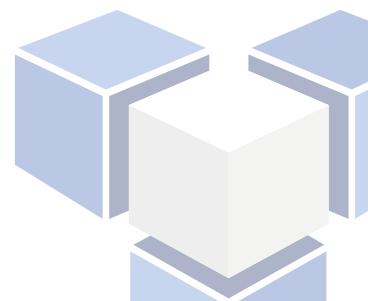
Ongoing maintenance and support

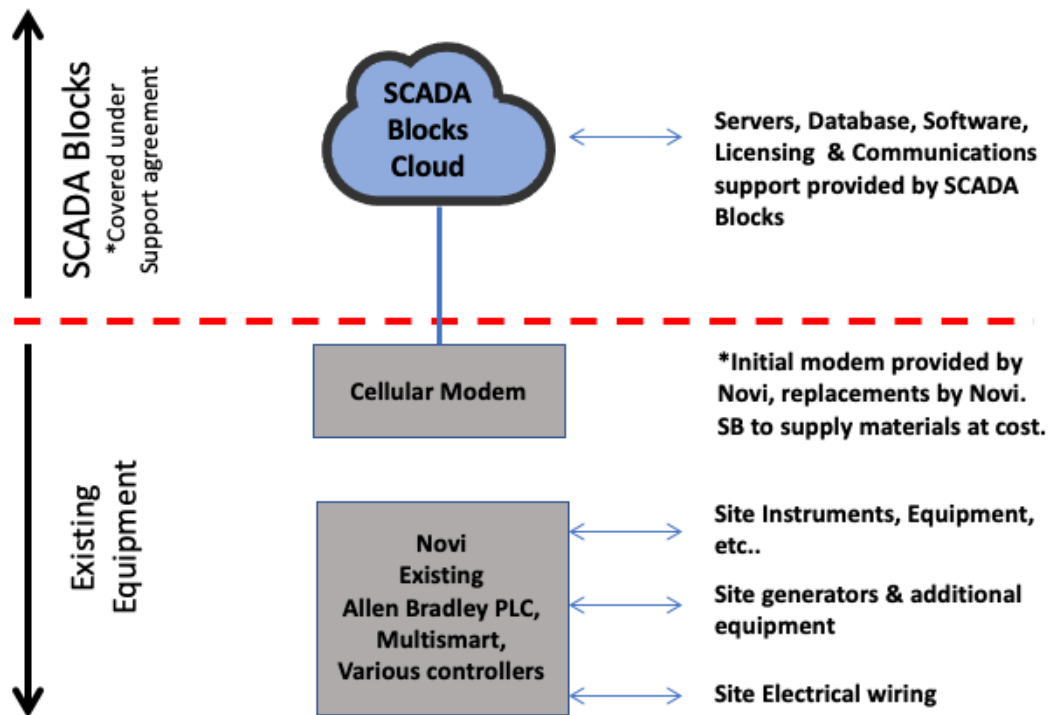
- SCADA Blocks subscription plans include all support, upgrades and ongoing maintenance required to maintain the SCADA Blocks servers and infrastructure. There are no additional costs for these services for the length of the subscription.
- Technical support will be provided as follows for the length of the subscription. Included support will be based on the line of demarcation graphic below. Existing equipment support will be billed at a time and material rate.
 - 24/7 Support with 2 hour response time for critical system issues (Servers are not accessible, not communicating with you remote sites).
 - 7 AM to 5 PM support for non-critical system issues, 4 hours response time.

Monthly Subscription to Include

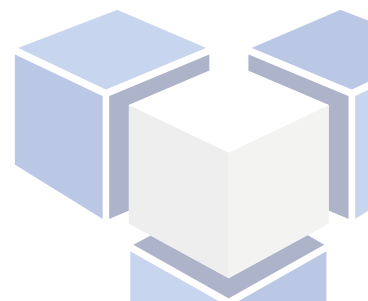
- **SCADA Blocks to refine this section after final meeting with Novi to review graphic screens. Intent is to determine Novi's requirements and match them to the best of our capabilities.**
- Pricing is based on up to 15 users.
- Data will be collected from your sites at 30 second intervals.
- Pricing is based on up to 300 alarms per site per month.
- Data retention period will be 5 years for water sites and 1 year per sewer site. **Note – what is Novi's data retention policy? Is this sufficient?**
- Your stored data will be automatically backed up once per day. It is understood that SCADA Blocks cannot be responsible for corrupt backups.
- Cellular services from a single carrier. SCADA Blocks cannot be held responsible for carrier performance. **We can offer redundant cellular services, we suggest that you consider this option for your most critical sites.**

Line of demarcation





SCADA Blocks owns and maintains the services on it's side of the line of demarcations and Client owns and maintains the services on it's side of the line of demarcation. SCADA Blocks will be responsible for updating and maintaining the software side of the cellular modem in order to maintain connectivity to it's network. SCADA Blocks will not be responsible for the connectivity of cellular carrier. SCADA Blocks will work with the carrier to extent reasonably possible to restore service in the event of an extended outage. Client may need to visit sites to reset modems at SB or carriers request.





Services and Scope Schedule

Terms and conditions of our services will be dictated by SCADA Blocks Master Service Agreement

By executing below, you acknowledge that you have read and understood the Master Service Agreement, Service Level Agreement, Acceptable User Policy and Cybersecurity Policy located at www.SCADABlocks.com/legal (the "Incorporated Agreements"). You agree that the Incorporated Agreements merge with this Schedule and any future Schedule entered into between SCADA Blocks, LLC and you.

Client Representative:

Printed Name

Title

Signature

Date

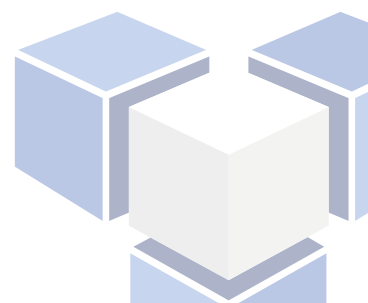
SCADA Blocks, LLC Representative:

Michael Bak
Printed Name

Managing Member
Title

Signature

Date





CITY OF NOVI CITY COUNCIL
MAY 8, 2023

SUBJECT: Approval of the 2023 Summer Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for street sweeping selected County Roads in Novi; and adoption of resolution authorizing Novi to provide summer maintenance on selected County roads.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

BACKGROUND INFORMATION:

Each season, DPW crews sweep debris from City-maintained major roadways, and neighborhood streets, as well as select County roads inside City limits. The City utilizes a general maintenance permit with the Road Commission for Oakland County (RCOC) to provide these enhanced maintenance services. For the 2023 season, the RCOC provided an agreement for street sweeping services. The agreement requires the following County roads be swept by DPW three times (1st: Apr 30-May 30; 2nd: July 30-Aug 30; 3rd: Oct 30-Nov 30).

Road	From	To	Total Curb Miles	County Reimbursement to Novi for Each Sweeping Occurrence
Pontiac Trail	West Park Drive	Beck Road	1.23	\$215.25
Beck Road	Grand River Avenue	12 Mile Road	1.21	\$211.75
Grand River Avenue	Wixom Road	Haggerty Road	9.03	\$1,580.25
Ten Mile Road	Napier Road	Haggerty Highway	2.89	\$505.75
Novi Road	8 Mile Road	12 Mile Road	5.74	\$1,004.50
Haggerty Highway	14 Mile Road	8 Mile Road	5.91	\$1,034.25
12 Mile Road	Grand River Avenue	Haggerty Highway	12.04	\$2,107.00
8 Mile Road	Napier Road	Taft Road	2.31	\$404.25
14 Mile Road	Beck Road	West Park Drive	0.89	\$155.75
Napier Road	12 Mile Road	8 Mile Road	0.88	\$154.00
Roundabout	Napier Road	10 Mile Road	1.68	\$294.00
Brickscape	8 Mile Road	Terminus	0.03	\$5.25
Baseline	8 Mile Road	Terminus	0.04	\$7.00
		Total	43.88	\$7,679.00

The City would be responsible for street sweeping services on these roads as agreed upon by the RCOC and the City of Novi, and this agreement would become effective upon the start of the 2023 season.

To offset costs of performing street sweeping services on County roadways, the City will receive reimbursement in two increments: 65% (\$14,974.05) in September 2023, and 35% (\$8,062.95) upon completion of the activity (\$7,679 X 3 sweeping occurrences; \$23,037 total). Reimbursement funding is based on a pro-rated amount of Act 51 gas tax revenue the RCOC receives from the State of Michigan, and will be paid to the City in full as part of the agreement. The City Attorney's favorable review of the agreement is attached (Beth Saarela, March 15, 2023).

RECOMMENDED ACTION: Approval of the 2023 Summer Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for street sweeping selected County Roads in Novi; and adoption of resolution authorizing Novi to provide summer maintenance on selected County roads.

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION
2023 SUMMER MAINTENANCE AGREEMENT
CITY OF NOVI and ROAD COMMISSION FOR OAKLAND COUNTY

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 _____, _____, at ____o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

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

WHEREAS; the City of Novi has determined that it is desirable to enter into an Agreement with the Road Commission for Oakland County to perform street sweeping operations on Pontiac Trail, Beck Road, Grand River Avenue, Ten Mile Road, Novi Road, Haggerty Road, Twelve Mile Road, Eight Mile Road, Fourteen Mile Road, Napier Road, Roundabout, Brickscape, & Baseline.

WHEREAS; entering into a formal one-year agreement is necessary to facilitate the transfer of jurisdiction from the Road Commission of Oakland County to the City of Novi for said street sweeping operations on the designated roadways within the City limits of Novi, and,

WHEREAS; the Road Commission for Oakland County will reimburse to the City of Novi a total of \$23,037 for maintaining 43.88 miles, said compensation calculated and

agreed to by the Road Commission for Oakland County as fair and equitable compensation for street sweeping operations on County roads within the City of Novi.

NOW, THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Council for the City authorize the execution of the 2023 Summer Maintenance Agreement with the Road Commission for Oakland County.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this _____ day of _____, 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

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

April 28, 2023

Matt Wiktorowski, Senior Manager
Field Operations Division
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: 2023 Summer Maintenance Agreement with Road Commission for Oakland County

Dear Mr. Wiktorowski:

We have received and reviewed the proposed 2023 Road Maintenance Agreement prepared by the Road Commission for Oakland County for the purpose of authorizing payment to the City for the City sweeping County roads within the City. The format and terms of the Agreement are the same as the terms for the 2022 Summer Road Maintenance Agreement with RCOC.

Subject to approval of all insurance requirements by the City's insurer, we see no legal impediment to the City's approval and execution of the 2023 Summer Road Maintenance Agreement.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS
Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)
Jeffrey Herczeg, Public Services Director (w/Enclosure)
Ben Croy, City Engineer (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosure)



QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Andrea LaLonde
Commissioner

Nancy Quarles
Commissioner

Dennis G. Kolar, P.E.
Managing Director

Gary Piotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer

Highway Maintenance
Department

2420 Pontiac Lake Road
Waterford, MI 48328

248-858-4881

FAX
248-858-7607

www.rcocweb.org

April 13, 2023

Mr. Matt Wiktorowski
Public Service, Field Operations
City of Novi
45175 W. Ten Mile Road
Novi MI 48375-3024

RE: 2023 Summer Maintenance Agreement

Dear Mr. Wiktorowski:

Attached are two copies of a Summer Maintenance Agreement between the Road Commission for Oakland County and the City of Novi for sweeping on Pontiac Trail, Beck Rd., Grand River Ave., 10 Mile Rd., Novi Rd., Haggerty Hwy., 12 Mile Rd., 8 Mile Rd., 14 Mile Rd., Napier Rd., Napier/10 Mile Roundabout, Brickscape and Baseline within the city limits. The frequency of the sweeping activity for this year is 3 sweepings.

Please note: We are requesting that the City invoice the Road Commission for 65% of the total contract amount on September 15, 2023, and invoice for the remaining 35% upon completion of the last maintenance activity.

If the agreement is satisfactory, please attach certified copies of the resolution of approval by your City Council, and return the two signed copies to this office for approval by the Board of Road Commissioners. One fully signed copy will be returned to you.

Please submit your proof of liability insurance that covers this agreement and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. As your current Certificate of Membership in the Michigan Municipal Workers Compensation Fund will expire in June, I would appreciate it if you would forward a new certificate at that time. If there are any changes in the coverage during the term of this agreement, we must be notified of these changes.

The Board of County Road Commissioners and I extend our appreciation to you, the City Council and your road employees, for the fine work that has been done regarding past agreements, and we want to continue to cooperate with you in any way that we can.

Also, please note that the prices in Exhibit A are reflective of our current bids. If you have any questions, please call.

Sincerely,

Darryl M. Heid, P.E.
Director of Highway Maintenance

DMH/gg

attachments

2023 SUMMER MAINTENANCE AGREEMENT
CITY OF NOVI

Under 1951 PA 51, As Amended

This Summer Maintenance Agreement ("Agreement") is made this ____ day of _____, 2023, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, (hereinafter variously referred to as the "Board and as the "Road Commission for Oakland County") and the **City of Novi**, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain maintenance of said roads under the terms of this Agreement and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City hereby agrees to be responsible for performing Summer Maintenance of certain roads under the terms of this Agreement, and the Board agrees to participate in the cost thereof as provided in Section III of this Agreement. "Summer Maintenance," herein required to be performed by City, shall mean the work and services specified in Exhibit B hereto and this Agreement. All maintenance work and services performed by the City shall be in accordance with the Board's minimum maintenance standards and this Agreement.

II

The Board has determined and specified the equipment and personnel necessary to provide the Summer Maintenance and the City has acquired the necessary equipment and personnel so specified. The City shall keep accurate and uniform records of all Summer Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the Summer Maintenance by the City, the Board hereby agrees to pay to the City the sum of **\$23,037.00**, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Summer Maintenance. Payments are to be made by the Board to the City as follows:

65% on September 15, 2023
35% upon completion of the last Summer Maintenance activity

The making of said payments shall constitute the Board's entire obligation in reference to Summer Maintenance.

IV

It is specifically understood and agreed by the City and the Board that by undertaking to perform Summer Maintenance of certain county primary roads, the City does not assume the Board's legal duty to

keep said roads in such condition as to be in accordance with MCLA 224.21, reasonably safe and convenient for public travel, other than as may relate to the work and service to be performed as listed in Section I above, and the City hereby agrees to hold harmless, represent, defend with counsel acceptable to the Board, and indemnify the Board; the County of Oakland; the Office of the Oakland County Water Resources Commissioner and any and all applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; any and all local units(s) of government within which the roads subject to this Agreement are located, and the respective officers, agents and employees of all of the foregoing, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons, or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Summer Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the County. Therefore, the City falls within the governmental immunity protection of the County.

During that part of the year that the City is providing Summer Maintenance under Section I, the City agrees to notify the Board within 30 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Summer Maintenance subject to this Agreement.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation, employer's liability, automobile and comprehensive general liability insurance coverages, and such other insurance coverages, as described in Exhibit C attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement, and these coverages shall be obtained and maintained in accordance with the requirements set forth in Exhibit C attached hereto and made a part hereof and shall be primary and non-contributory.

VI

The City further agrees to comply with all applicable laws and regulations, including laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 PA 453, as amended, and 1976 PA 220, as amended, the Contractor covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a disability that is unrelated to the individual's ability to perform the duties of the particular job or position, and to require a similar covenant on the part of any subcontractor employed in the performance of the Agreement. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

Contractor shall utilize the provisions of the Federal E-Verify Program to verify the work authorization status of all newly hired employees; and the Road Commission for Oakland County may terminate the contract for failure of Contractor to so comply with the Federal E-Verify Program.

IX

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Summer Maintenance activities will be executed annually by the parties hereto.

The terms and conditions of this Agreement shall become effective as of April 1, 2023, and shall continue in full force and effect until a subsequent Summer Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Summer Maintenance agreement has not been executed by the parties hereto on or before November 30, 2023, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____,
and by the City by authority of a resolution of its governing body, adopted _____,
(copy attached as Exhibit D).

Witnesses:

CITY OF NOVI
A Municipal Corporation

_____ By: _____

Its: _____

_____ By: _____

Its: _____

Witnesses:

**BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,**
A Public Body Corporate

_____ By: _____

Its: _____

_____ By: _____

Its: _____

EXHIBIT A**2023 SUMMER MAINTENANCE AGREEMENT****CITY OF NOVI****CURB SWEEPING****Primary Roads**

			<u>Miles</u>
Pontiac Trail:	West Park Dr. to just W/O Beck Rd	Border includes Commerce side	1.23
Beck Road:	Grand River Ave. to 12 Mile Rd	Border includes Wixom side	1.21
Grand River Ave.:	Wixom Rd to Haggerty Rd		9.03
10 Mile Rd.:	Napier Rd to Haggerty Hwy		2.89
Novi Rd.:	8 Mile Rd to 12 Mile Rd		5.74
Haggerty Hwy:	14 Mile Rd to 8 Mile Rd	Border includes Farmington side	5.91
12 Mile Rd.:	Grand River Ave to Haggerty Hwy	includes Median & section E/O Grand River	12.04
8 Mile Rd.:	Napier Rd to Taft Rd	Border includes Northville (both sides)	2.31
14 Mile Rd.:	Haggerty to East Lake	Border includes Commerce side	0.89
Napier Rd.:	12 Mile Rd to 8 Mile Rd	Border includes Lyon side but not Roundabout	0.88
Napier/10 Mile (Roundabout):	Includes all legs and Lyon side		1.68

Local Roads

Brickscape:	North of 8 Mile Rd		0.03
Baseline:	Just South of 8 Mile Rd		<u>0.04</u>
TOTAL MILES			43.88

<u>Sweeping</u>	43.88 Curb Miles x \$175/Curb Mile = \$7,679 x 3 Sweepings: (Both directions, including medians and border roads)	\$23,037.00
------------------------	--	--------------------

TOTAL CONTRACT	\$23,037.00
-----------------------	--------------------

EXHIBIT B

2023 SUMMER MAINTENANCE AGREEMENT

CITY OF NOVI

WORK TO BE PERFORMED:

1. Sweep all roads listed in Exhibit A, in both directions of travel and around islands, as provided in this Agreement, three (3) times, once between April 30th and May 30th, once between July 30th and August 30th, and once between October 30th and November 30th.
2. The City may at its own expense sweep more frequently, subject to the other terms and conditions of this Agreement, including, without limitation, the indemnification and insurance provisions.

EXHIBIT C

2023 SUMMER MAINTENANCE AGREEMENT

CITY OF NOVI

SPECIAL PROVISION FOR INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE

SPECIAL PROVISION FOR INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE

Indemnification and Damage Liability

See provisions of the maintenance agreement to which this Exhibit C is attached.

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Board of County Road Commissioners of the County of Oakland ("Board"), copies of completed certificates of insurance as evidence that it carries adequate insurance satisfactory to the Board; and, without the prior written consent of the Board, the City shall not cancel, reduce, or fail to renew the insurance coverage required by this Agreement. The City shall immediately notify the Board and cease operations upon the occurrence of any cancellation, reduction, modification or termination of insurance required hereunder, and shall not resume operations under this Agreement until all insurance as required by this Agreement is in full force and effect. The City shall provide in a form and substance acceptable to the Board an underwriter's endorsement to its comprehensive general liability insurance and auto liability insurance, including any excess umbrella insurance, in the amounts set forth on Exhibit C, naming the Board and the Office of the Oakland County Water Resources Commissioner as an additional named insured. The City shall obtain and deliver to the Board notices of cancellation and non-renewal endorsement, acceptable to the Board, for the general liability, auto liability, and worker's compensation and employer's liability policies. Prior to commencing the work, the City shall provide to the Board evidence satisfactory to the Board of payment of the current premium for the required insurance and endorsements and shall also obtain certificates of insurance for each policy, providing for thirty (30) days actual (not "endeavor to") prior, written notice to the Board by the insurance carrier of any cancellation, termination reduction or material change of the policy. The City shall make sure that each of its subcontractors, if any, providing any of the work and services under this contract, shall obtain and maintain insurance as set forth in this Agreement.

The City shall provide the following insurance coverages which shall be primary and non-contributory:

- a. **Workmen's Compensation Insurance:** The insurance shall provide protection for the City's employees, to the statutory limits of the State of Michigan and \$500,000 employer's liability. The indemnification obligation under this section shall not be limited in any ways by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.
- b. **Bodily Injury and Property Damage Other than Automobile:** The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operations for one year after completion of the work.

Bodily Injury Liability Each Person: \$1,000,000 Each Occurrence: \$1,000,000 Aggregate: \$2,000,000 -and- Property Damage Liability: Each Occurrence: \$250,000 Aggregate: \$250,000	Or: Single Limit: Bodily injury and Property Damage Each Occurrence: \$1,000,000 Aggregate: \$2,000,000
--	--

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors' coverages.

- c. Bodily Injury Liability and Property Damage Liability - Automobiles (Comprehensive Auto Liability) The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury Liability Each Person: \$500,000 Each Occurrence: \$1,000,000 -and- Property Damage Liability: Each Occurrence: \$1,000,000	Or: Single Limit: Bodily Injury and Property Damage Each Occurrence: \$2,000,000
---	--

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- d. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements to meet the specified minimum limits of liability.
- e. The City shall provide for and in behalf of the Board and all agencies specified by the Board, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's Public Liability Insurance.

Reports – The City or his insurance carrier shall immediately report all claims received which relate to the Contract, and shall also report claims investigations made, and disposition of claims to the County Highway Engineer.

See provisions of the maintenance agreement to which this Exhibit C is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2023

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 Kapnick Insurance Group 333 Industrial Dr Adrian MI 49221		CONTACT NAME: Andrea Miller PHONE (A/C, No, Ext): 248.327.0462 E-MAIL ADDRESS: andrea.miller@kapnick.com		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Tokio Marine Specialty Insurance Company		23850
INSURED City of Novi 45175 Ten Mile Road Novi MI 48375		CITYOFN-01		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1536397754**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:	Y	Y	PKG81610059	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	PKG81610059	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	PKG81610059	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	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 \$

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

The certificate holder and all agencies specified by the Road Commission, as their interest may appear, Owner's Public Liability Insurance shall be an additional insured with reference to the "2022-2023 Winter Maintenance Agreement, Road Commission of Oakland County". A 60 day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

Road Commission for Oakland County
31001 Lahser Road
Beverly Hills MI 48025

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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CITY OF NOVI CITY COUNCIL
MAY 8, 2023

SUBJECT: Approval to accept the residential street as part of Park Place East and adoption of Act 51 New Street Resolution accepting a portion of Boardwalk Avenue as public, adding 0.12 miles of roadway to the City's public street system.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

Park Place East of Novi LLC (located in Section 31, east of Napier, south of 9 mile, just west of the ITC Trail) has requested the dedication and acceptance of a portion of Boardwalk Avenue as a public asset. The Park Place East development is comprised of seven single-family homes lots on approximately 10.66 acres. The project is located south of Nine Mile Road, east of Napier Road in Section 31 of the City. The right-of-way width for the proposed streets shall be sixty (60) feet wide.

According to the City's consulting engineer, the streets meet city design and construction standards (Spalding DeDecker, February 3, 2023). The related acceptance documents have been reviewed by the City's consulting engineer and the City Attorney and are in a form so as to permit acceptance by City Council (Spalding DeDecker, June 27, 2022, and Beth Saarela, August 19, 2022, respectively). The enclosed resolution satisfies the Michigan Department of Transportation requirement for adding 0.12 miles of roadway to Act 51 funding.

RECOMMENDED ACTION: Approval to accept the residential street as part of Park Place East and adoption of Act 51 New Street Resolution accepting a portion of Boardwalk Avenue as public, adding 0.12 miles of roadway to the City's public street system.

Park Place East Street Acceptance

Location Map



Map Author: Humna Anjum
Date: 8/18/2022
Project: Park Place East
Version: 1.0

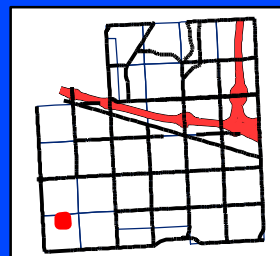
Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

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

Legend

- Major Roads
- Minor Roads



City of Novi

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

Feet
0 20 40 80 120
1 inch = 110 feet





February 23, 2022

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

**Re: Park Place East
Site Work Final Approval - subdivision**
Novi SP No.: JSP13-0035
SDA Job No.: NV15-214

Dear Mrs. Anjum:

Please be advised that the public site utilities, grading, and pavement for the above referenced project have been confirmed by SDA to have been completed in accordance with the approved construction plans. At this time, we recommend that the Incomplete Site Work/Utilities Financial Guarantee can be released.

Please note that we have not addressed any items related to landscaping, woodlands or wetlands because the appropriate City staff or consultants will need to address these issues.

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

Sincerely,

SPALDING DEDECKER

Ted Meadows Ted Meadows
Apr 17 2023 3:36 PM

Ted Meadows
Vice President

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Angela Sosnowski, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
Mark Kassab, PPE of Novi LLC (email)
SDA Job File

June 27, 2022

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

Re: Park Place East - Acceptance Documents Review
Novi # JSP13-0035
SDA Job No. NV15-214
DOCUMENTS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on June 24, 2022 against the Final Site Plan (Stamping Set) approved on March 4, 2016. We offer the following comments:

Final Acceptance Documents

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using blue/black ink as the County will reject them otherwise.

1. Warranty Deed for Road Right-of-Way – Boardwalk Ave
(executed 06/21/2022, unrecorded, dated 10/05/21)
Exhibits Approved
2. Bills of Sale: On Site Roads – Boardwalk Ave
SUPPLIED – APPROVED.

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the mayor's signature.

It should be noted that the Plan Review Center Report dated July 10, 2014 contains all documentation requirements necessary prior to construction and occupancy of the facility.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER





Mike Freckelton, PE
Project Engineer

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

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

August 19, 2022

Jeffrey Herczeg, Director of Public Works
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**RE: Park Place East JSP 13-35
Street Acceptance Documents**

Dear Mr. Herczeg:

We have received and reviewed the following **original** documents for Park Place East, a copy of which are enclosed:

1. Warranty Deed for Interior Roads (***Approved***)
2. Bill of Sale for Street Paving (***Approved***)
3. Title Search

Warranty Deed

The Warranty Deed for interior roads for the Park Place East conveys the interior roads to the City for public use and maintenance. The Warranty Deed is consistent with the title search provided and has been executed in accordance with the requirements of the Master Deed for road conveyances. The legal descriptions of the right-of-way area being dedicated have been reviewed and approved by the City's Consulting Engineer. The Bill of Sale for paving is acceptable as provided. The original Warranty Deed and Bill of Sale should be held in the City's file until the streets are ready for acceptance.

Once accepted, the Warranty Deed should be recorded by the City Clerk's Office in the usual manner.

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

Jeffrey Herczeg, Director of Public Works
City of Novi
August 19, 2022
Page 2

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Christian Carroll, Planner (w/Enclosures)
Madeleine Daniels, Planner (w/Enclosures)
Ben Peacock, Planning Assistant (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Ben Croy, City Engineer (w/Enclosures)
Victor Boron, Project Engineer (w/Enclosures)
Rebecca Runkel, Project Engineer (w/Enclosures)
Humna Anjum, Project Engineer (w/Enclosures)
Melissa Morris, Administrative Assistant (w/Enclosures)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)
James M. Galbraith, PPE of Novi, LLC (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that PPE OF NOVI LLC, a Michigan limited liability company, whose address is 31550 Northwestern Highway, Suite 200, Farmington Hills, Michigan 48334 ("Grantor"), for the sum of One and 00/100 Dollars (\$1.00), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey the CITY OF NOVI, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, all of the street paving according to the public rights-of-way therefore established described as follows:

See Exhibits A and B attached hereto and made a part hereof.

In witness whereof, the undersigned has executed these presents this 21ST day of June, 2021. 2

GRANTOR:

PPE OF NOVI LLC,
a Michigan limited liability company

By: [Signature]
James Galbraith, Authorized Agent

STATE OF MICHIGAN)
COUNTY OF Oakland) SS.

2 The foregoing instrument was acknowledged before me this 21ST day of June, 2021, by James Galbraith, an Authorized Agent of PPE of Novi LLC, a Michigan limited liability company.

LISA M. MALLAS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 1, 2025
ACTING IN COUNTY OF

Oakland

Lisa M. Mallas
LISA M. MALLAS, Notary Public
State of Michigan, County of Oakland
My Commission Expires 5/1/25
Acting in the County of Oakland

Drafted by:

Wayne S. Segal, Esq.
Dawda, Mann, Mulcahy & Sadler, PLC
Dawda Mann Building
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48034

When Recorded Return to:

City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

EXHIBIT A

BOARDWALK AVENUE DEDICATION LEGAL DESCRIPTION

LEGAL DESCRIPTION

PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEING A PART OF "PARK PLACE EAST", A CONDOMINIUM ACCORDING TO THE MASTER DEED RECORDED IN LIBER 48985, PAGE 534, MACOMB COUNTY RECORDS AND DESIGNATED AS MACOMB COUNTY CONDOMINIUM SUBDIVISION PLAN No. 2138 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 31; THENCE SOUTH 01 DEGREES 39 MINUTES 14 SECONDS WEST ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 31, 760.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 21 MINUTES 53 SECONDS EAST, 120.02 FEET; THENCE 212.20 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 260.00 FEET, CENTRAL ANGLE OF 46 DEGREES 45 MINUTES 44 SECONDS, CHORD BEARING SOUTH 64 DEGREES 59 MINUTES 00 SECONDS EAST, 206.36 FEET; THENCE 163.03 FEET ALONG AN ARC OF A CURVE TO THE LEFT, RADIUS OF 200.00 FEET, CENTRAL ANGLE OF 46 DEGREES 42 MINUTES 17 SECONDS, CHORD BEARING SOUTH 64 DEGREES 57 MINUTES 16 SECONDS EAST, 158.55 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 27 SECONDS EAST, 163.99 FEET; THENCE SOUTH 01 DEGREES 41 MINUTES 33 SECONDS WEST, 60.00 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 27 SECONDS WEST, 163.99 FEET; THENCE 211.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS OF 260.00 FEET, CENTRAL ANGLE OF 46 DEGREES 42 MINUTES 18 SECONDS, CHORD BEARING NORTH 64 DEGREES 57 MINUTES 18 SECONDS WEST, 206.12 FEET; THENCE 163.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS OF 260.00 FEET, CENTRAL ANGLE OF 46 DEGREES 42 MINUTES 18 SECONDS, CHORD BEARING NORTH 64 DEGREES 59 MINUTES 00 SECONDS WEST, 158.74 FEET; THENCE NORTH 88 DEGREES 21 MINUTES 53 SECONDS WEST, 120.03 FEET; THENCE NORTH 01 DEGREES 39 MINUTES 14 SECONDS EAST, 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 39,554.31 SQUARE FEET OR 0.91 ACRES OF LAND.



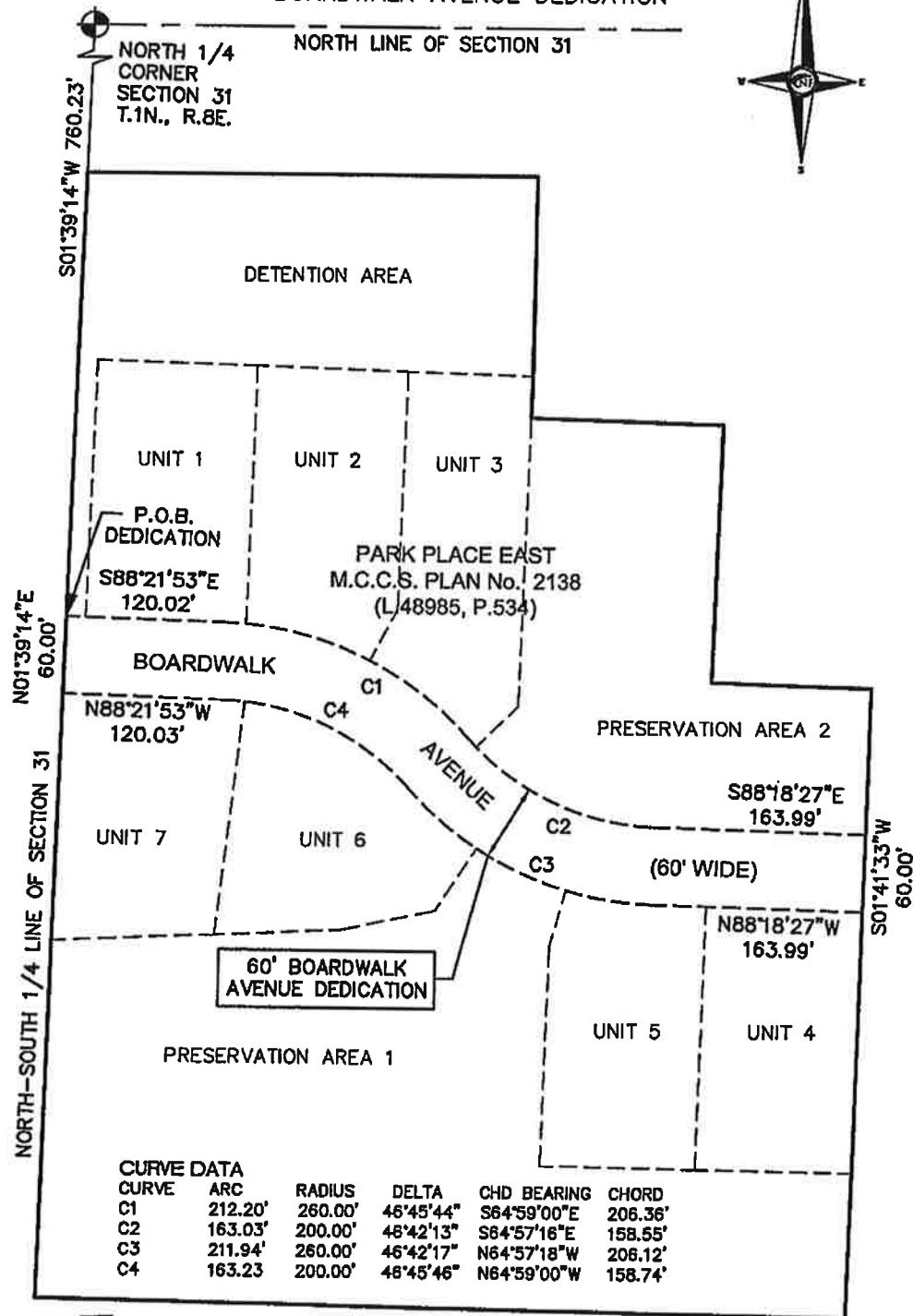
ENGINEERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
FAX (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	10-05-2021	K.N.	M622	1 of 2

EXHIBIT B

BOARDWALK AVENUE DEDICATION



NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257

SCALE 1" = 100' DATE 10-05-2021 DRAWN K.N. JOB NO. K503 SHEET 2 of 2

WARRANTY DEED
(Internal Roads)

KNOW ALL PERSONS BY THESE PRESENTS: That PPE OF NOVI LLC, a Michigan limited liability company, whose address is 31550 Northwestern Highway, Suite 200, Farmington Hills, Michigan 48334 (the "Grantor"), conveys and warrants to CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (the "Grantee"), the following described real property situated in the City of Novi, County of Oakland, State of Michigan, for right-of-way purposes, to wit:

See Exhibits A and B attached hereto and made a part hereof.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto, for the sum of One and 00/100 Dollars (\$1.00), subject easements, covenants, and matters of record, if any. Exempt from state and county transfer taxes pursuant to MCL 207.505(a) and 207.526(a).

The Grantor grants to the Grantee the right to make zero divisions available under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

The Property may be located within the vicinity of a 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.

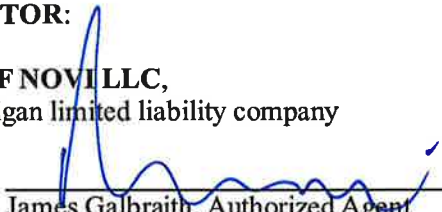
Dated this 21st day of June, 2022.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

GRANTOR:

PPE OF NOVI LLC,
a Michigan limited liability company

By:

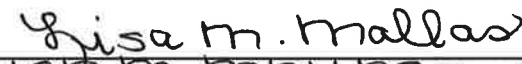

James Galbraith, Authorized Agent

STATE OF MICHIGAN)
COUNTY OF Oakland) SS.

The foregoing instrument was acknowledged before me this 21ST day of June, 2022,
by James Galbraith, an Authorized Agent of PPE of Novi LLC, a Michigan limited liability company.

LISA M. MALLAS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 1, 2025
ACTING IN COUNTY OF

Oakland


LISA M. MALLAS, Notary Public
State of Michigan, County of Oakland
My Commission Expires 5/1/25
Acting in the County of Oakland

Drafted by:	Send Subsequent Tax Bills To:	When Recorded Return to:
Wayne S. Segal, Esq. Dawda, Mann, Mulcahy & Sadler, PLC Dawda Mann Building 39533 Woodward Avenue, Suite 200 Bloomfield Hills, Michigan 48034	City of Novi 45175 Ten Mile Road Novi, Michigan 48375	City of Novi 45175 Ten Mile Road Novi, Michigan 48375

EXHIBIT A
BOARDWALK AVENUE DEDICATION
LEGAL DESCRIPTION

LEGAL DESCRIPTION

PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEING A PART OF "PARK PLACE EAST", A CONDOMINIUM ACCORDING TO THE MASTER DEED RECORDED IN LIBER 48985, PAGE 534, MACOMB COUNTY RECORDS AND DESIGNATED AS MACOMB COUNTY CONDOMINIUM SUBDIVISION PLAN No. 2138 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 31; THENCE SOUTH 01 DEGREES 39 MINUTES 14 SECONDS WEST ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 31, 760.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 21 MINUTES 53 SECONDS EAST, 120.02 FEET; THENCE 212.20 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 260.00 FEET, CENTRAL ANGLE OF 46 DEGREES 45 MINUTES 44 SECONDS, CHORD BEARING SOUTH 64 DEGREES 59 MINUTES 00 SECONDS EAST, 206.36 FEET; THENCE 163.03 FEET ALONG AN ARC OF A CURVE TO THE LEFT, RADIUS OF 200.00 FEET, CENTRAL ANGLE OF 46 DEGREES 42 MINUTES 17 SECONDS, CHORD BEARING SOUTH 64 DEGREES 57 MINUTES 16 SECONDS EAST, 158.55 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 27 SECONDS EAST, 163.99 FEET; THENCE SOUTH 01 DEGREES 41 MINUTES 33 SECONDS WEST, 60.00 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 27 SECONDS WEST, 163.99 FEET; THENCE 211.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS OF 260.00 FEET, CENTRAL ANGLE OF 46 DEGREES 42 MINUTES 18 SECONDS, CHORD BEARING NORTH 64 DEGREES 57 MINUTES 18 SECONDS WEST, 206.12 FEET; THENCE 163.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS OF 260.00 FEET, CENTRAL ANGLE OF 46 DEGREES 42 MINUTES 18 SECONDS, CHORD BEARING NORTH 64 DEGREES 59 MINUTES 00 SECONDS WEST, 158.74 FEET; THENCE NORTH 88 DEGREES 21 MINUTES 53 SECONDS WEST, 120.03 FEET; THENCE NORTH 01 DEGREES 39 MINUTES 14 SECONDS EAST, 60.00 FEET TO THE POINT OF BEGINNING.

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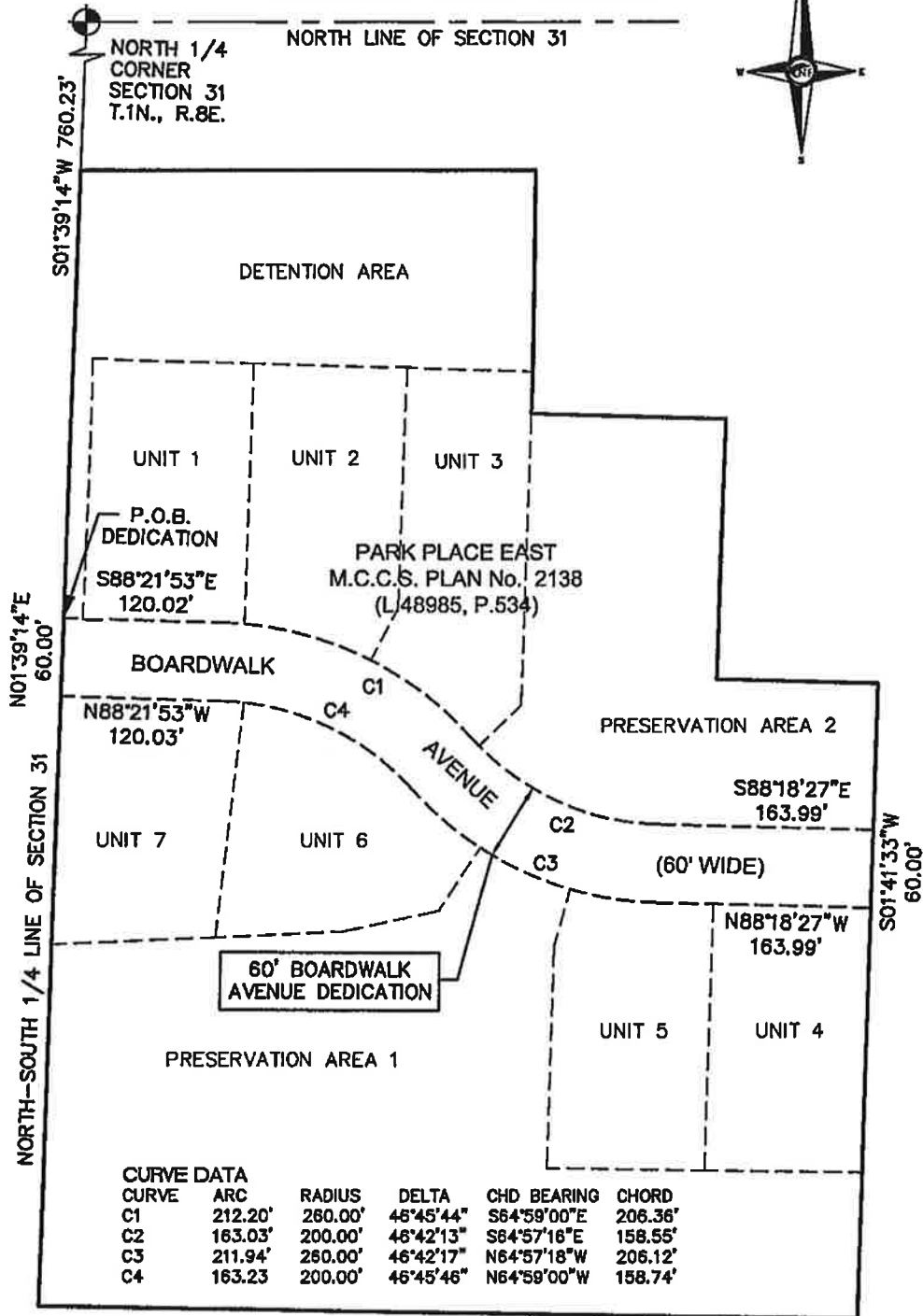
ENGINEERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	10-05-2021	K.N.	M622	1 of 2

EXHIBIT B

BOARDWALK AVENUE DEDICATION



NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL (248) 332-7931
 FAX (248) 332-8257

SCALE 1" = 100' DATE 10-05-2021 DRAWN K.N. JOB NO. K503 SHEET 2 of 2



First American

Commitment

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

300 East Long Lake Road, Suite 300, Bloomfield Hills, Michigan, 48304,
(248)540-4102, mi.bloomfield@firstam.com

File No. 949483

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is *less than the certain dollar amount set forth in any applicable arbitration clause*, shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 949483

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

Issuing Office: 300 East Long Lake Road, Suite 300,
Bloomfield Hills, MI 48304

Commitment No.: 949483

Issuing Office File No.: 949483

Property Address: Boardwalk Avenue Right of Way M622 Park
Place East, Novi, MI 48167

Revision:

SCHEDULE A

1. Commitment Date: October 04, 2021 8:00 AM
2. Policy to be issued:
 - (A) ALTA Owner's Policy (6-17-06)
Proposed Insured: City of Novi
Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in:

PPE of Novi LLC, a Michigan limited liability company, as to Unit 2
The Owners of Units within Park Place East Condominium, as to their percentage of interests in the
general and limited common elements, as to Units 1, 3 through 7, both inclusive
5. The Land is described as follows:
See Schedule C attached hereto and made a part hereof

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 949483

Commitment No.: 949483

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by the Company and signed by or on behalf of all owners.
6. If the Company has been requested to limit the exception for rights of tenants to rights of tenant, as tenants only, the exception will be limited as requested upon submission and review of copies of leases to confirm there are no rights of first refusal or options to purchase contained in any lease or upon submission of such other evidence satisfactory to the company that there are no rights of first refusal or options to purchase in favor of any tenant.
7. Provide evidence of the purchase price and/or the amount of any mortgage to be insured and identify any Proposed insured. Once a Proposed insured has been identified, additional requirements and exceptions may be made.
This is a preliminary commitment. It is not effective and the Company assumes no liability until Schedule A of commitment is amended to include the name of the Proposed Insured and a proposed Policy Amount greater than \$0.00.
8. Pay unpaid taxes and assessments unless shown as paid.
9. Information obtained from the City of Novi Assessor discloses that the subject land currently has no assessed value and there is no tax liability.
10. If the Land is connected to public/community water or sewer, furnish a copy of the current bill to First American Title Insurance Company showing that all charges have been paid to date or the Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the Date of Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 949483

Commitment No.: 949483

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Mortgages, liens, interests and other encumbrances, if any, affecting the units with Park Place East Condominium.
8. The rights of Co-Owners and the Administering Body as set forth in the Master Deed and Act 59 of the Public Acts of 1978 as amended. The rights of Co-Owners and the Administering Body, easements, restrictions and other terms, covenants and conditions set forth in the Master Deed and Exhibits thereto recorded in Liber 48985, page 534, Oakland County Records, and any amendments thereto. First Amendment to Master Deed of Park Place East recorded on May 24, 2016 in Liber 49399, page 467.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American

Schedule C

ISSUED BY

First American Title Insurance Company

File No:949483

Commitment No.: 949483

Land in the City of Novi, Oakland County, MI, described as follows:

Description of Boardwalk Avenue 60.00 feet wide public road easement:

Part of the Northeast 1/4 of Section 31, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan being a part of "PARK PLACE EAST", a condominium according to the Master Deed recorded in Liber 48985, page 534, Macomb County Records and designated as Macomb County Condominium Subdivision Plan No. 2138 being more particularly described as follows: commencing at the North 1/4 corner of said Section 31; thence South 01 degrees 39 minutes 14 seconds West along the North-South 1/4 line of said Section 31, 760.23 feet to the point of beginning; thence South 88 degrees 21 minutes 53 seconds East, 120.02 feet; thence 212.20 feet along the arc of a curve to the right, having a radius of 260.00 feet, central angle of 46 degrees 45 minutes 44 seconds, chord bearing South 64 degrees 59 minutes 00 seconds East, 206.36 feet; thence 163.03 feet along an arc of a curve to the left, radius of 200.00 feet, central angle of 46 degrees 42 minutes 17 seconds, chord bearing South 64 degrees 57 minutes 16 seconds East, 158.55 feet; thence South 88 degrees 18 minutes 27 seconds East, 163.99 feet; thence South 01 degrees 41 minutes 33 seconds West, 60.00 feet; thence North 88 degrees 18 minutes 27 seconds West, 163.99 feet; thence 211.94 feet along the arc of a curve to the right, radius of 260.00 feet, central angle of 46 degrees 42 minutes 18 seconds, chord bearing North 64 degrees 57 minutes 18 seconds West, 206.12 feet; thence 163.23 feet along the arc of a curve to the left, radius of 260.00 feet, central angle of 46 degrees 42 minutes 18 seconds, chord bearing North 64 degrees 59 minutes 00 seconds West, 158.74 feet; thence North 88 degrees 21 minutes 53 seconds West, 120.03 feet; thence North 01 degrees 39 minutes 14 seconds East, 60.00 feet to the point of beginning.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

NEW STREET ACCEPTANCE

**Park Place East
A portion of Boardwalk Avenue**

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 May 8, 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 City's Act 51 Program Manager is requesting formal acceptance of a portion of Boardwalk Avenue and,

WHEREAS; that said streets are located within a City right-of-way that is under the control of the City of Novi, and,

WHEREAS; that the portion of Boardwalk Avenue was open to the public since February of 2023.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Novi City Council hereby accept a portion of Boardwalk Avenue and direct such to be included in the City's public street system.

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 8th day of May, 2023 and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi



CITY OF NOVI CITY COUNCIL
MAY 8, 2023

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Novi Forum, LLC for Fountain View Professional Center, located north of Twelve Mile Road, east of Dixon Road (parcel 50-22-10-400-074).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

The developer of Fountain View Professional Center requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project.

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

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, November 2, 2022) and the City Engineering consultant (Spalding DeDecker, December 2, 2022), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Novi Forum, LLC for Fountain View Professional Center, located north of Twelve Mile Road, east of Dixon Road (parcel 50-22-10-400-074).

Fountain View Professional Center SDFMEA

Location Map

Dixon Rd

Fountain View Professional Center
50-22-10-400-074

Twelve Mile Rd

Twelve Mile Rd

Map Author: Humna Anjum
Date: 4/18/2023
Project: Fountain View Professional Center
Version: 1.0

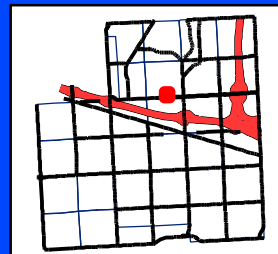
Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

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

Legend

- Major Roads
- Minor Roads
- Project location



City of Novi

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

Feet
0 20 40 80 120
1 inch = 106 feet



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

November 2, 2022

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

RE: Fountain View Professional Center JSP 19-22
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Croy:

We have received and reviewed and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Fountain View Professional Center development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The City's Consulting Engineer has reviewed and approved the attached exhibits. The Agreement appears to be in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

Enclosure

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Christian Carroll, (w/Enclosures)
Ben Peacock, Planning Assistant (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Adam Chludzinski, Project Engineer (w/Enclosures)
Rebecca Runkel, Project Engineer (w/Enclosures)
Humna Anjum, Project Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Alyssa Craigie, Administrative Assistant (w/Enclosures)
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosures)
Joseph Schimizzi, Acquire Realty Holdings (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

CONSENT TO EASEMENT

(Storm Drainage Facility Ingress-Egress Easement)

As the Mortgagee under that certain Continuing Collateral Construction Mortgage dated April 18, 2022, by **NOVI FORUM, LLC**, a Michigan limited liability company ("Mortgagor"), located at 44090 W. 12 Mile Road, Novi, Michigan 48377, to **COMERICA BANK** ("Mortgagee"), located at 39200 Six Mile Road, Livonia, Michigan 48152, Attention: Commercial Loan Documentation, Mail Code 7578, and recorded May 9, 2022, in Liber 57755, page 206, Oakland County, Michigan Register of Deeds (the "Mortgage"), Mortgagee hereby evidences its acknowledgment and consent to the grant, conveyance, existence and recordation of the Storm Drainage Facility Ingress-Egress Easement dated May 31, 2022, by Mortgagor in favor of the City of Novi, as shown in **Exhibit C** attached hereto, which easement shall bind the undersigned and the heirs, successors and assigns of Mortgagee.

IN WITNESS WHEREOF, Mortgagee has executed this Consent as of October 11, 2022.

[Signature on following page]

Mortgagee:

COMERICA BANK

By: Joel R. Happel
Joel. R. Happel
Its: Vice President

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me on October 11th, 2022, by Joel R. Happel, a Vice President of COMERICA BANK, a Texas banking association, on behalf of said entity.

ROXANNE ELAINE-OSSO WILSON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires July 09, 2027
Acting in the County of Oakland

Roxanne Elaine-Osso-Wilson
Notary Public, Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: July 9th, 2027

DRAFTED BY:

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

WHEN RECORDED RETURN TO:

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

Exhibit C

STORM DRAINAGE FACILITY INGRESS-EGRESS EASEMENT



LEGAL DESCRIPTION: STORM DRAINAGE FACILITY INGRESS-EGRESS EASEMENT

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 307.42 FEET; THENCE DUE NORTH 90.00 FEET TO THE POINT OF BEGINNING; THENCE N. 00° 12' 56\" W. 15.39 FEET; THENCE N. 06° 05' 33\" W. 71.68 FEET; THENCE N. 00° 53' 36\" W. 84.77 FEET; THENCE N. 51° 32' 37\" E., 21.13 FEET; THENCE S. 00° 53' 36\" E., 14.23 FEET; THENCE N. 89° 06' 24\" E., 6.10 FEET; THENCE S. 51° 32' 37\" W., 9.90 FEET; THENCE S. 00° 53' 36\" E., 86.70 FEET; THENCE S. 06° 05' 33\" E., 71.68 FEET; THENCE S. 00° 12' 56\" E., 16.22 FEET; THENCE DUE WEST, 15.00 FEET TO THE POINT OF BEGINNING.

PREPARED FOR:

ACQUIRA REALTY HOLDINGS
12 MILE ROAD
CITY OF NOVI, MI 48221
CONTACT:
JOSEPH SCHIMMEL
PHONE (248) 541-5547

SCALE

DATE
10/16/2011

DRAWN
N/A

JOB NO.
10046-02

SHEET
1 of 4



NOVAK & FRANK ENGINEERS
4677 WOODWARD AVE
PONTIAC, MI 48342-5012
TEL (248) 333-7931
FAX (248) 332-4337

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 31st day of May, ~~2021~~ ²⁰²², by and between Novi Forum, LLC d/b/a Fountain View Professional Center, a Michigan Limited Liability Company, whose address is 44090 W. 12 Mile Rd. Novi, MI 48377 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section 10 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of a medical office development on the Property.
- B. The medical office development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to ensure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to ensure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached **Exhibit B**.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit D**, for the purposes described above. The

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

The Owner, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless the City and the City's, elected officials, agents and employees, from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement.

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

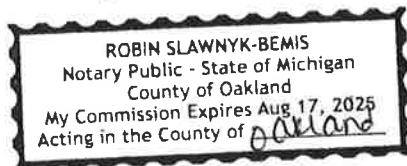
IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

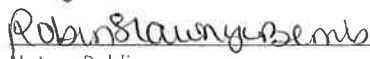
OWNER
Novi Forum, LLC d/b/a Fountain View
Professional Center, a Michigan
Limited Liability Company


By: G. Joseph Schimizzi
Its: Managing Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 31st day of May, 2021,
by G. Joseph Schimizzi, as the Managing member of Novi Forum/Fountain View.




Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 08/17/2025

CITY OF NOVI
A Municipal Corporation

By:
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2021, by _____, on behalf of the City of Novi, a Municipal Corporation.

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

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

Exhibit A

PARCEL LEGAL DESCRIPTION

LEGAL DESCRIPTION: PARCEL

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 264.00 FEET; THENCE N. 00° 53' 36" W. 75.01 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD (WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE CONTINUING, N. 00° 53' 36" W. 254.99 FEET; THENCE DUE WEST, 264.00 FEET; THENCE N. 00° 53' 36" W., 165.00 FEET; THENCE DUE EAST, 264.00 FEET; THENCE N. 00° 53' 36" W. 165.00 FEET; THENCE DUE EAST 332.00 FEET; THENCE S. 00° 53' 36" E. 584.99 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, DUE WEST 332.00 FEET TO THE POINT OF BEGINNING. CONTAINING 237,748 SQUARE FEET OR 5.458 ACRES.

APN: 50-22-10-400-074



ENGINEERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:

ACQUIRA REALTY HOLDINGS
44090 12 MILE ROAD
CITY OF NOVI, MI 48377
CONTACT:
JOSEPH SCHIMIZZI
PHONE: (888) 560-5540

SCALE

DATE

10-06-2021

DRAWN

N.N.

JOB NO.

H046-03

SHEET

1 of 4

Exhibit B

SCHEDULE OF MAINTENANCE

MAINTENANCE PLAN BUDGET			
TASKS	ANNUAL FREQUENCY	COST PER OCCURENCE	ANNUAL COST
ANNUAL INS PECTION FOR SEDIMENT ACCUMULATION	2	\$100.00	\$200.00
REMOVAL OF SEDIMENT ACCUMULATION IN PRE- TREATMENT STRUCTURE	2	\$500.00	\$1,000.00
INSPECT FOR FLOATABLES AND DEBRIS ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$25.00	\$150.00
REMOVAL OF FLOATABLES AND DEBRIS ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$150.00	\$150.00
INSPECT SYSTEM FOR EROSION ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$25.00	\$150.00
TOTAL ANNUAL BUDGET			\$1,650.00
Note: Costs shown are estimated and are to be used for planning and budgeting puroposes only. Actual costs will vary.			

THE OWNER AND/OR ASSOCIATION SHALL MAINTAIN
A LOG OF ALL INSPECTION AND MAINTENANCE
ACTIVITIES AND MAKE THE LOG AVAILABLE TO CITY
PERSONNEL AS NEEDED.


ENGINEERS
 NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL: (248) 332-7931
 FAX: (248) 332-8257

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 44090 12 MILE ROAD
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 CONTACT:
 JOSEPH SCHIMIZZI
 PTIONE: (888) 560-5540

SCALE

DATE

DRAWN

JOB NO.

SHEET

10-06-2021

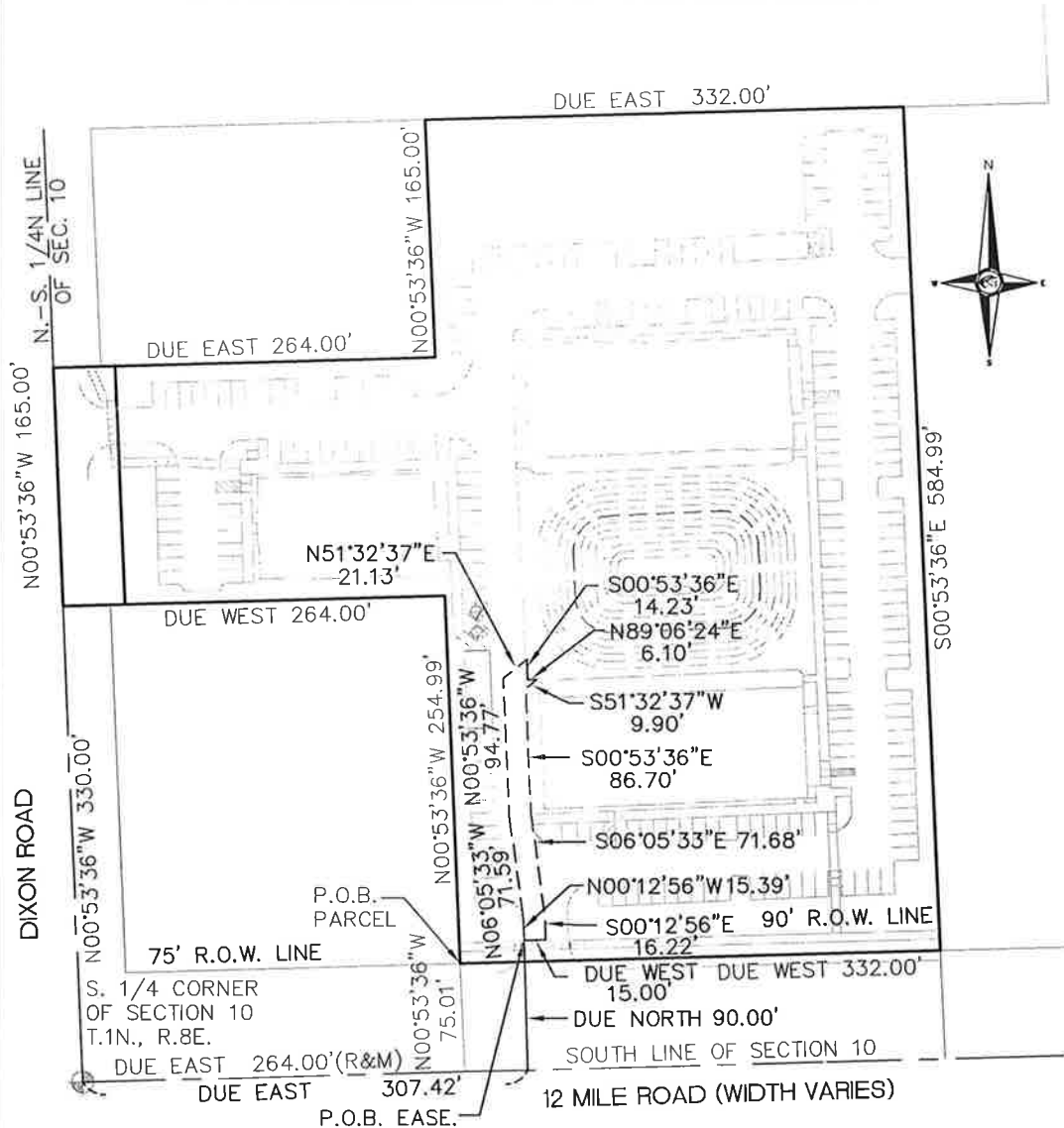
N.N.

11046-03

2 of 4

Exhibit C

STORM DRAINAGE FACILITY INGRESS-EGRESS EASEMENT



LEGAL DESCRIPTION: STORM DRAINAGE FACILITY INGRESS-EGRESS EASEMENT

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 307.42 FEET; THENCE DUE NORTH 90.00 FEET TO THE POINT OF BEGINNING; THENCE N. 00° 12' 56\" W., 15.39 FEET; THENCE N. 06° 05' 33\" W., 71.59 FEET; THENCE N. 00° 53' 36\" W., 94.77 FEET; THENCE N. 51° 32' 37\" E., 21.13 FEET; THENCE S. 00° 53' 36\" E., 14.23 FEET; THENCE N. 89° 06' 24\" E., 6.10 FEET; THENCE S. 51° 32' 37\" W., 9.90 FEET; THENCE S. 00° 53' 36\" E., 86.70 FEET; THENCE S. 06° 05' 33\" E., 71.68 FEET; THENCE S. 00° 12' 56\" E., 16.22 FEET; THENCE DUE WEST, 15.00 FEET TO THE POINT OF BEGINNING.



ENGINEERS
 NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257

PREPARED FOR:

ACQUIRA REALTY HOLDINGS
 44090 12 MILE ROAD
 CITY OF NOVI, MI 48377
 CONTACT:
 JOSEPH SCHIMIZZI
 PHONE: (888) 560-5540

SCALE

DATE

10-06-2021

DRAWN

N.N.

JOB NO.

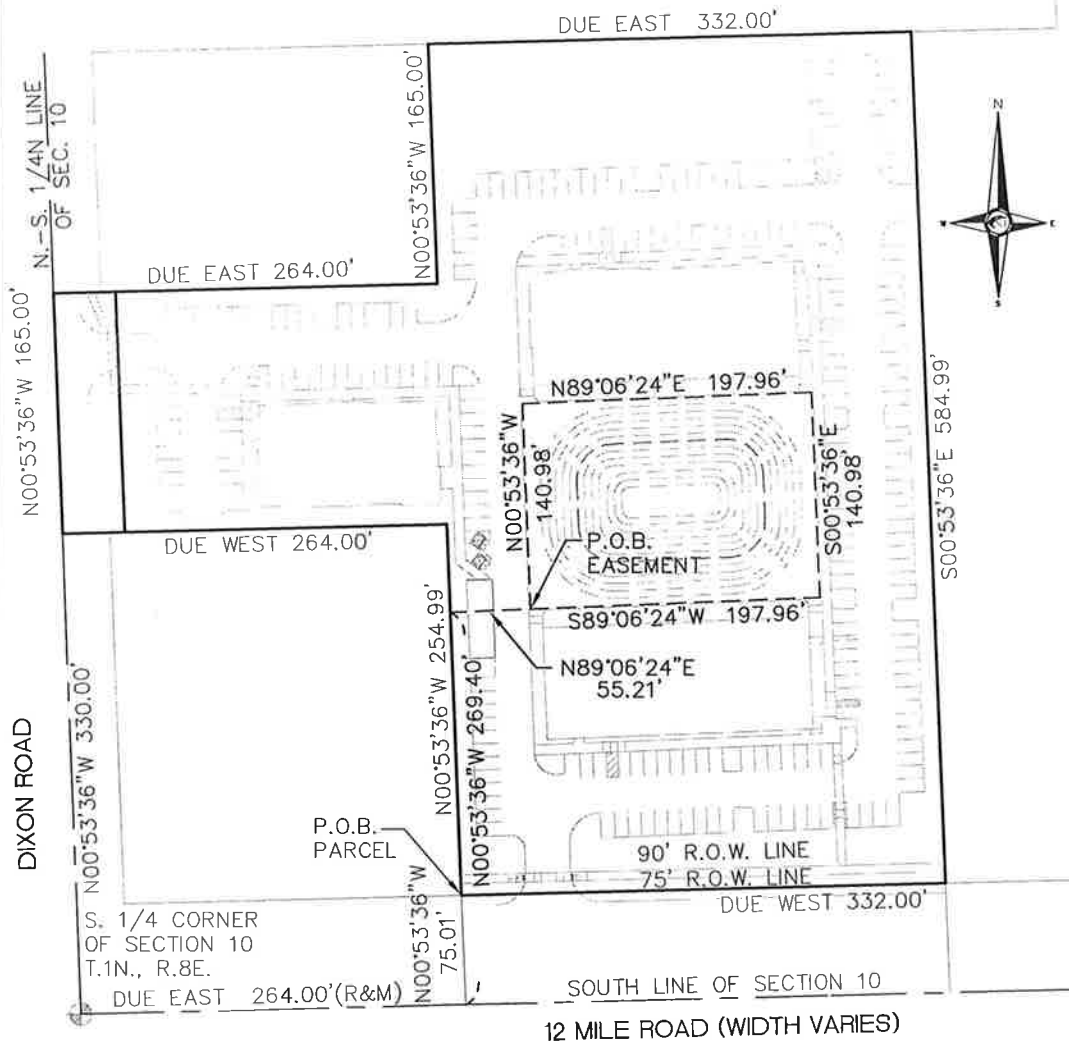
H046-03

SHEET

3 of 4

Exhibit D

DETENTION / SEDIMENTATION BASIN EASEMENT



LEGAL DESCRIPTION: STORM DRAIN EASEMENT

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 264.00 FEET; THENCE N. 00° 53' 36" W., 269.40 FEET; THENCE N. 89° 06' 24" E., 55.21 FEET TO THE POINT OF BEGINNING; THENCE N. 00° 53' 36" W., 140.98 FEET; THENCE N. 89° 06' 24" E., 197.96 FEET; THENCE S. 00° 53' 36" E., 140.98 FEET; THENCE S. 89° 06' 24" W., 197.96 FEET TO THE POINT OF BEGINNING. CONTAINING 27,909 SQUARE FEET OR 0.641 ACRES.

NF
ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL: (248) 332-7931
FAX: (248) 332-8257

PREPARED FOR:

ACQUIRA REALTY HOLDINGS
44090 12 MILE ROAD
CITY OF NOVI, MI 48377
CONTACT:
JOSEPH SCHIMIZZI
PHONE: (888) 560-5540

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 100'	10-06-2021	N.N.	11046-03	4 of 4

December 2, 2022

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

Re: Fountain View Professional Center - Acceptance Documents Review
Novi # JSP19-0022
SDA Job No. NV21-218
INITIAL DOCUMENTS APPROVED
FINAL DOCUMENTS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on December 2, 2022 against the Final Site Plan (Stamping Set) approved on November 10, 2021. We offer the following comments:

Initial Acceptance Documents:

1. On-Site Water System Easement
(executed 06/06/2022: exhibit dated 03/04/2022)
Exhibit Approved
2. On-Site Sanitary Sewer Easement
(executed 05/31/2022: exhibit dated 10/06/2021)
Exhibit Approved
3. Sanitary Manhole Access Easement
(executed 05/31/2022: exhibit dated 10/06/2021)
Exhibit Approved
4. Storm Drainage Facility / Maintenance Easement Agreement
(executed 05/31/2022: exhibit dated 10/06/2021)
Exhibits A, B, C, & D Approved.
5. Cross Access Easement
(unexecuted: exhibit dated 04/25/22)
Exhibits C & D Approved
6. Quit Claim Deed for 12 Mile Road Right-of-Way
(executed 05/31/2022, unrecorded, dated 10/06/2021)
Exhibits Approved
7. Warranty Deed for Dixon Road Right-of-Way
(executed 05/31/2022, unrecorded, dated 10/06/2021)
Exhibits Approved

Final Acceptance Documents

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using blue/black ink as the County will reject them otherwise.

8. Bills of Sale: Sanitary Sewer System and Water Supply System
SUPPLIED – APPROVED.
9. Full Unconditional Waivers of Lien from contractors installing public utilities
SUPPLIED – APPROVED.
10. Sworn Statement signed by Developer
SUPPLIED – APPROVED.

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the mayor's signature.

It should be noted that the Plan Review Center Report dated August 6, 2021 contains all documentation requirements necessary prior to construction and occupancy of the facility.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER



Mike Freckelton, PE
Project Engineer

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



November 21, 2022

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

**Re: Fountain View Professional Center
Storm Water Detention System Inspection**
Novi SP No.: JSP19-0022
SDA Job No.: NV21-218

Dear Mrs. Anjum:

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

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

Sincerely,

SPALDING DeDECKER

Heather Gendron

Digitally signed by Heather Gendron
DN: C=US, E=hgendron@sda-eng.com,
O=Spalding DeDecker, CN=Heather Gendron
Date: 2022.11.21 16:39:46-05'00'

Heather Gendron, PE
Project Manager

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Angela Sosnowski, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
Bill Miller, Jonna Construction Company (e-mail)
SDA CE Job File



CITY OF NOVI CITY COUNCIL
MAY 8, 2023

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from KEMPL Group, LLC for The Goddard School of Novi, located on the South of Thirteen Mile Road West of Cabot Drive (parcel 50-22-12-200-050).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

The developer of The Goddard School of Novi located on Cabot Drive requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project.

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

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, February 2, 2022) and the City Engineering consultant (Spalding DeDecker, February 2, 2022), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from KEMPL Group, LLC for Goddard School, located on the South of Thirteen Mile Road West of Cabot Drive (parcel 50-22-12-200-050).

Goddard School Located at Cabot Drive SDFMEA

Location Map

Thirteen Mile Rd

Goddard School Located at Cabot Drive
50-22-12-200-050

Cabot Dr

Map Author: Humna Anjum
Date: 4/18/2023
Project: Goddard School @ Cabot Drive
Version: 1.0

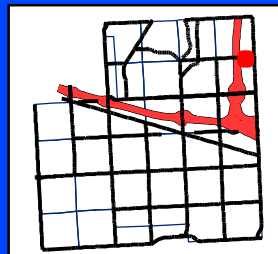
Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

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

Legend

- Major Roads
- Minor Roads
- Project location



City of Novi

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

Feet
0 20 40 80 120
1 inch = 106 feet



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

February 2, 2022

Jeffrey Herczeg, Director of Public Works
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: *Goddard School at Cabot JSP 19-033*
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Herczeg:

We have received and reviewed and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Goddard School at Cabot development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The City's Consulting Engineer has reviewed and approved the attached exhibits. The Agreement appears to be in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

Enclosure

Jeffrey Herczeg, Director of Public Works
City of Novi
January 24, 2022
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosure)
Charles Boulard, Community Development Director (w/Enclosure)
Barb McBeth, City Planner (w/Enclosure)
Lindsay Bell, Planner (w/Enclosure)
Christian Carroll, (w/Enclosure)
Madeleine Kopko, Planner (w/Enclosure)
Ben Peacock, Planning Assistant (w/Enclosure)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Victor Boron, Project Engineer (w/Enclosure)
Rebecca Runkel, Project Engineer (w/Enclosure)
Humna Anjum, Project Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)
Melissa Morris, Administrative Assistant (w/Enclosure)
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosure)
Kevin Kempl, Kempl Group, LLC (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 2nd day of February, 2022, by and between Kempl Group, LLC, a Michigan Limited Liability Company, whose address is 54383 Royal Troon Drive, South Lyon, Michigan 48178 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section _ of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of a Childcare development on the Property.
- B. The Childcare development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached Exhibit B.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit D**, for the purposes described above. The cost and expense of making and financing such actions by the City,

including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The Owner, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless the City and the City's, elected officials, agents and employees, from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement.

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

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

OWNER
Kempl Group, LLC, a Michigan Limited Liability Company


By: Kevin Kempl
Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 2nd day of February, 2022, by Kevin Kempl, as the owner of Kempl Group, LLC.


Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 12/15/2026

CITY OF NOVI
A Municipal Corporation

By:
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____day of _____ 2022, by, _____, on behalf of the City of Novi, a Municipal Corporation.

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

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

STORM DRAIN FACILITY MAINTENANCE EASEMENT

LEGAL DESCRIPTIONS

PARENT PARCEL

(Per Old Republic National Title Insurance Company Commitment No. 5-668079, effective date March 13, 2019)

The Land is described as follows: Located in the City of Novi, County of Oakland, State of Michigan, and is described as follows :

Part of Lots 1 and 2 of GARVEY'S ACRES SUBDIVISION, as recorded in Liber 84, Page 3, of Plats, Oakland County Records ALSO part of the Northeast 1/4 of Section 12, Town 1 North, Range 8 East, described as: Beginning at a point distant South 85 degrees 30 minutes 26 seconds West 8.60 feet from the Southwest corner of Lot 2; thence along a curve to the right, radius of 570.00 feet, chord bearing South 40 degrees 30 minutes 31 seconds West 225.60 feet, distant of 227.16 feet; thence North 02 degrees 38 minutes 04 seconds West 502.11 feet, thence along a curve to the left, radius 5829.58 feet, chord bearing North 78 degrees 55 minutes 23 seconds East 227.32 feet, distant of 227.34 feet; thence South 06 degrees 40 minutes 17 seconds East 31.81 feet; thence along a curve to the right, radius of 559.00 feet, chord bearing South 04 degrees 47 minutes 02 seconds East 36.83 feet, distant of 36.83 feet; thence South 47 degrees 03 minutes 19 seconds East 15.63 feet; thence along a curve to the right, radius of 570.00 feet; chord bearing South 13 degrees 39 minutes 40 seconds West 303.32 feet, distant of 307.02 feet to the point of beginning.

STORM DRAIN FACILITY MAINENANCE EASEMENT EXHIBIT D

A 20-foot wide easement for Storm Drain Facility Mainenance in a part of Lot 1 of "GARVEY'S ACRES SUBDIVISION," as recorded in Liber 84, Page 3, of Plats (O.C.R.) within the Northeast 1/4 Section 12, Town 1 North, Range 8 East, City of Novi, County of Oakland, State of Michigan, described as:

Commencing at the Southwest corner of Lot 2 of "GARVEY'S ACRES SUBDIVISION," thence South 85 degrees 30 minutes 26 seconds West 8.60 feet to the westerly line of the Cabot Drive Easement (recorded in L.2203, p.775 O.C.R.); thence along said westerly line 227.16 feet along a non-tangent curve to the right , said curve having a radius of 570.00 feet, a central angle of 22 degrees 50 minutes 02 seconds and a chord bearing South 40 degrees 30 minutes 31 seconds West 225.60 feet; thence North 02 degrees 38 minutes 04 seconds West 502.11 feet to the south line of 13 Mile Road (width varies); thence 69.26 feet along a curve to the left, said curve having a radius of 5829.58 feet, a central angle of 00 degrees 40 minutes 51 seconds, and a chord bearing North 79 degrees 41 minutes 59 seconds East 69.26 feet to the POINT OF BEGINNING of this 20-foot wide easement; thence along a non-tangent line South 16 degrees 41 minutes 05 seconds East 59.94 feet; thence North 73 degrees 18 minutes 55 seconds East 20.00 feet; thence North 16 degrees 41 minutes 05 seconds West 57.85 feet to the south line of said 13 Mile Road; thence along said south line 20.11 feet along a non-tangent curve to the left, said curve having a radius of 5829.58 feet, a central angle of 00 degrees 11 minutes 51 seconds, and a chord bearing South 79 degrees 15 minutes 38 seconds West 20.11 feet to the POINT OF BEGINNING of this 20-ft wide easement.



PEA, Inc.

2430 Rochester Ct., Ste. 100
Troy, MI 48063-1672
t: 248.689.9090
f: 248.689.1044
www.peainc.com

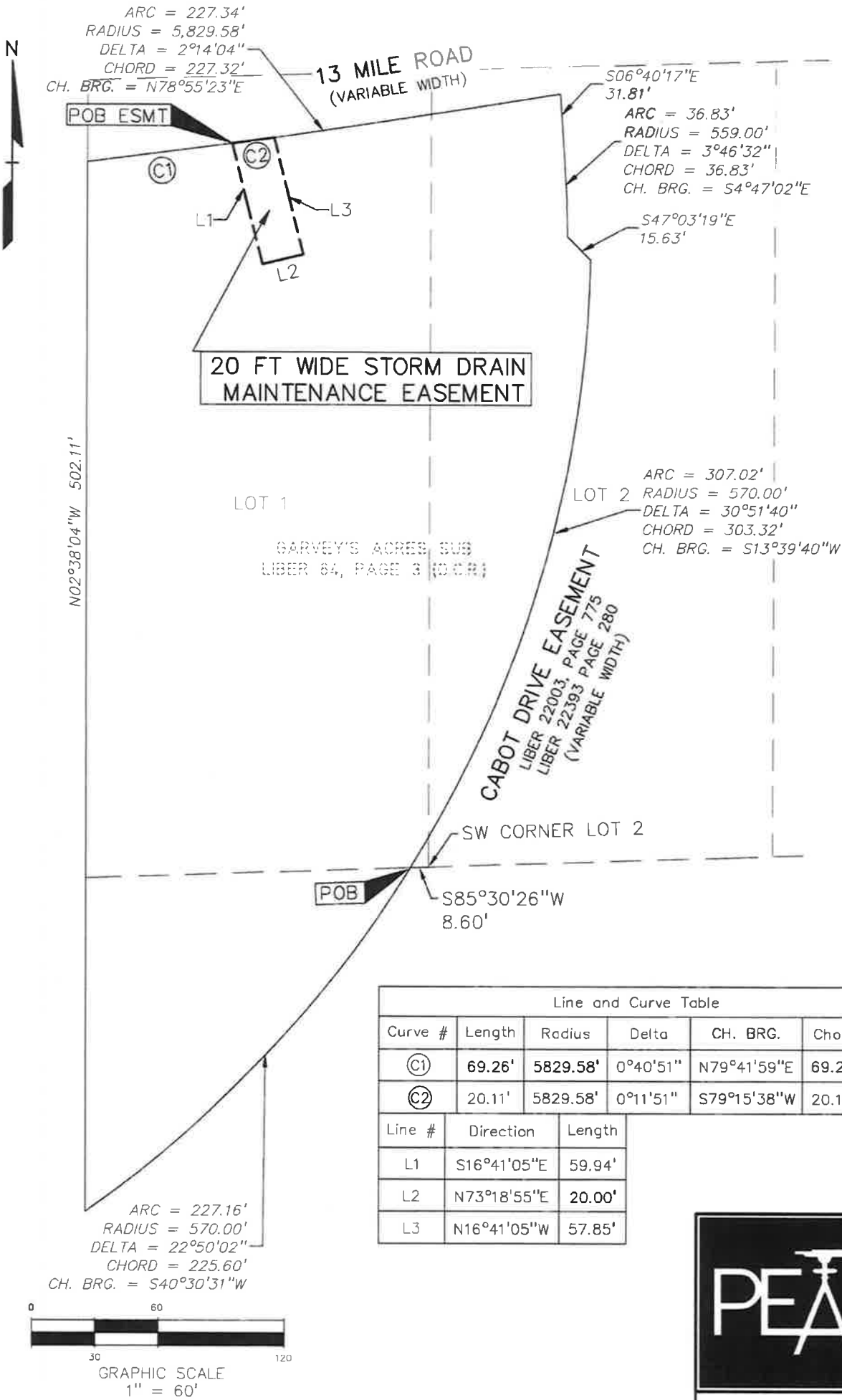
CLIENT: KEMPL GROUP, LLC 24383 ROYAL TROON DRIVE SOUTH LYON, MI 48178	SCALE: N.T.S.	JOB No: 2019-114
	DATE: 2-25-20	DWG. No: 2 of 2

Exhibit B: Storm Drainage Facility Maintenance Agreement

<u>Storm Water Facility</u>	<u>Maintenance Action</u>
Storm Sewer	After each storm that meets or exceeds 10 Year Evens, check for piping for clogging
Detention Basin	Regularly mow buffe strips. Remove sediment every 5 to 10 years or as necessary. Check basin for erosion
Buffer Strips	Periodically inspect to ensure vegetative cover

<u>Corrective Action</u>	<u>Annual Cost</u>		
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Remove sediment from piping	\$ 150.00	\$ 150.00	\$ 175.00
Implement soil stablization meanusres to stop erosion of banks. Repair eroded banks	\$ 350.00	\$ 350.00	\$ 400.00
Mow buffer strips	\$ 250.00	\$ 250.00	\$ 300.00
	\$ 750.00	\$ 750.00	\$ 875.00

STORM DRAIN FACILITY MAINTENANCE EASEMENT



Line and Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	69.26'	5829.58'	0°40'51"	N79°41'59"E	69.26'
C2	20.11'	5829.58'	0°11'51"	S79°15'38"W	20.11'
Line #	Direction	Length			
L1	S16°41'05"E	59.94'			
L2	N73°18'55"E	20.00'			
L3	N16°41'05"W	57.85'			



PEA, Inc.

2430 Rochester Ct., Ste. 100
Troy, MI 48063-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT: KEMPL GROUP, LLC 24383 ROYAL TROON DRIVE SOUTH LYON, MI 48178	SCALE: 1" = 60'	JOB No: 2019-114
	DATE: 2-25-20	DWG. No: 1 of 2

February 2, 2022

Jeff Herczeg
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Goddard School Cabot - Acceptance Documents Review
Novi # JSP19-0033
SDA Job No. NV20-202
INITIAL DOCUMENTS APPROVED
FINAL DOCUMENTS APPROVED

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on February 1, 2022 against the Final Site Plan (Stamping Set) approved on October 28, 2020. We offer the following comments:

Initial Acceptance Documents:

1. On-Site Water System Easement
(executed 12/13/2021: exhibit dated 11/29/21)
Exhibit Approved.
2. On-Site Sanitary Sewer Easement
(executed 12/13/2021: exhibit dated 02/25/20)
Exhibit Approved
3. Sanitary Manhole Access Easement
(executed 12/13/2021: exhibit dated 11/29/21)
Exhibit Approved as noted: Add the callout for curve C2 to the end of the legal description of the easement.
4. Storm Drainage Facility / Maintenance Easement Agreement
(executed 12/13/2021: exhibit dated 02/25/20)
Exhibits B & C Approved.
5. Sidewalk Easement
(executed 10/30/2021: exhibit dated 10/01/20)
Exhibit Approved

Final Acceptance Documents

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using blue/black ink as the County will reject them otherwise.

6. Bills of Sale: Sanitary Sewer System and Water Supply System
SUPPLIED – APPROVED.
7. Full Unconditional Waivers of Lien from contractors installing public utilities
SUPPLIED – APPROVED.
8. Sworn Statement signed by Developer
SUPPLIED – APPROVED

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the mayor's signature.

It should be noted that the Plan Review Center Report dated January 23, 2020 contains all documentation requirements necessary prior to construction and occupancy of the facility.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER



Mike Freckelton, PE
Project Engineer

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



December 21, 2021

Mr. Victor Boron
Project Engineer
Department of Public Works
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Goddard School Cabot
Site Work Final Approval**
Novi SP No.: JSP19-0033
SDA Job No.: NV20-202

Dear Mr. Boron:

Please be advised the water main, sanitary sewer, storm sewer, grading and paving for the above referenced project have been confirmed by SDA to have been completed in accordance with the approved construction plans. At this time, we recommend that the Incomplete Site Work/Utilities Financial Guarantee can be released.

Please note that we have not addressed any items related to landscaping, woodlands or wetlands because the appropriate City staff or consultants will need to address these issues.

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

Sincerely,

SPALDING DEDECKER

Heather Gendron

Digitally signed by Heather Gendron
DN: C=US, E=hgendron@sda-eng.com,
O=Spalding DeDecker, CN=Heather Gendron
Date: 2021.12.21 12:58:45-05'00'

Heather Gendron, PE
Project Manager

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Angela Sosnowski, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
James Graff, ACS Build (e-mail)
SDA Job File



CITY OF NOVI CITY COUNCIL
MAY 8, 2023

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from AMKT Novi Reality, LLC for Storie Lou Plaza, located on the North of Grand River Ave. East of Novi Road (parcel 50-22-14-352-002).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

The developer of Storie Lou Plaza requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project.

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

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, October 11, 2021) and the City Engineering consultant (Spalding DeDecker, February 14, 2022), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from AMKT Novi Reality, LLC for Storie Lou Plaza, located North of Grand River Avenue East of Novi Road (parcel 50-22-14-352-002).

Storie Lou Plaza SDFMEA

Location Map



Map Author: Adam Yako
Date: 4/25/2023
Project: Storie Lou Plaza
Version: 1.0

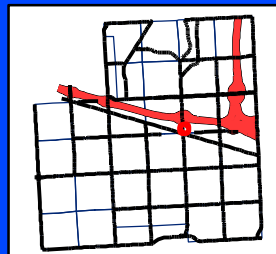
Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

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

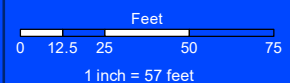
Legend

- Major Roads
- Minor Roads
- Project Parcel



City of Novi

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



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

October 11, 2021

Jeffrey Herczeg, Director of Public Works
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: *Storie Lou Plaza JSP 20-0019*
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Herczeg:

We have received and reviewed and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Storie Lou Plaza development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The City's Consulting Engineer has reviewed and approved the attached exhibits. The Agreement appears to be in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

Enclosure

Jeffrey Herczeg, Director of Public Works
City of Novi
October 11, 2021
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosure)
Charles Boulard, Community Development Director (w/Enclosure)
Barb McBeth, City Planner (w/Enclosure)
Lindsay Bell, Planner (w/Enclosure)
Christian Carroll, (w/Enclosure)
Madeleine Daniels, Planner (w/Enclosure)
Ben Peacock, Planning Assistant (w/Enclosure)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Kate Purpura, Project Engineer (w/Enclosures)
Victor Boron, Project Engineer (w/Enclosure)
Rebecca Runkel, Project Engineer (w/Enclosure)
Humna Anjum, Project Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)
Melissa Morris, Administrative Assistant (w/Enclosure)
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosure)
Ashley Nathan, Novi Road Retail Management, LLC (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 18 day of June, 2021, by and between Novi Road Retail, LLC, a Michigan CORPORATION, whose address is 30200 TELEGRAPH RD, SUITE 205, BINGHAM FARMS, MI 48025 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section _ of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of a 7,000 SQUARE FOOT MULTI-TENANT development on the Property.
- B. The 7,000 SQUARE FOOT MULTI-TENANT development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached Exhibit B.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve

written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit D**, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The Owner, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless the City and the City's, elected officials, agents and employees, from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement.

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

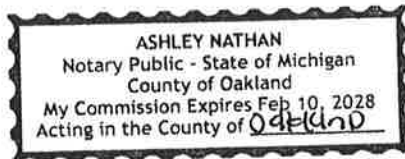
IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

OWNER
NOVI ROAD RETAIL MANAGEMENT LLC


By: Gabriel Schuchman
Its: Managing Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 16 day of June, 2021,
by Gabriel Schuchman, as the Managing Member of NOVI ROAD RETAIL
Management LLC



Ashley Nathan
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 2/10/28

CITY OF NOVI
A Municipal Corporation

By:
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____, 202__, by _____, on behalf of the City of Novi, a Municipal Corporation.

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

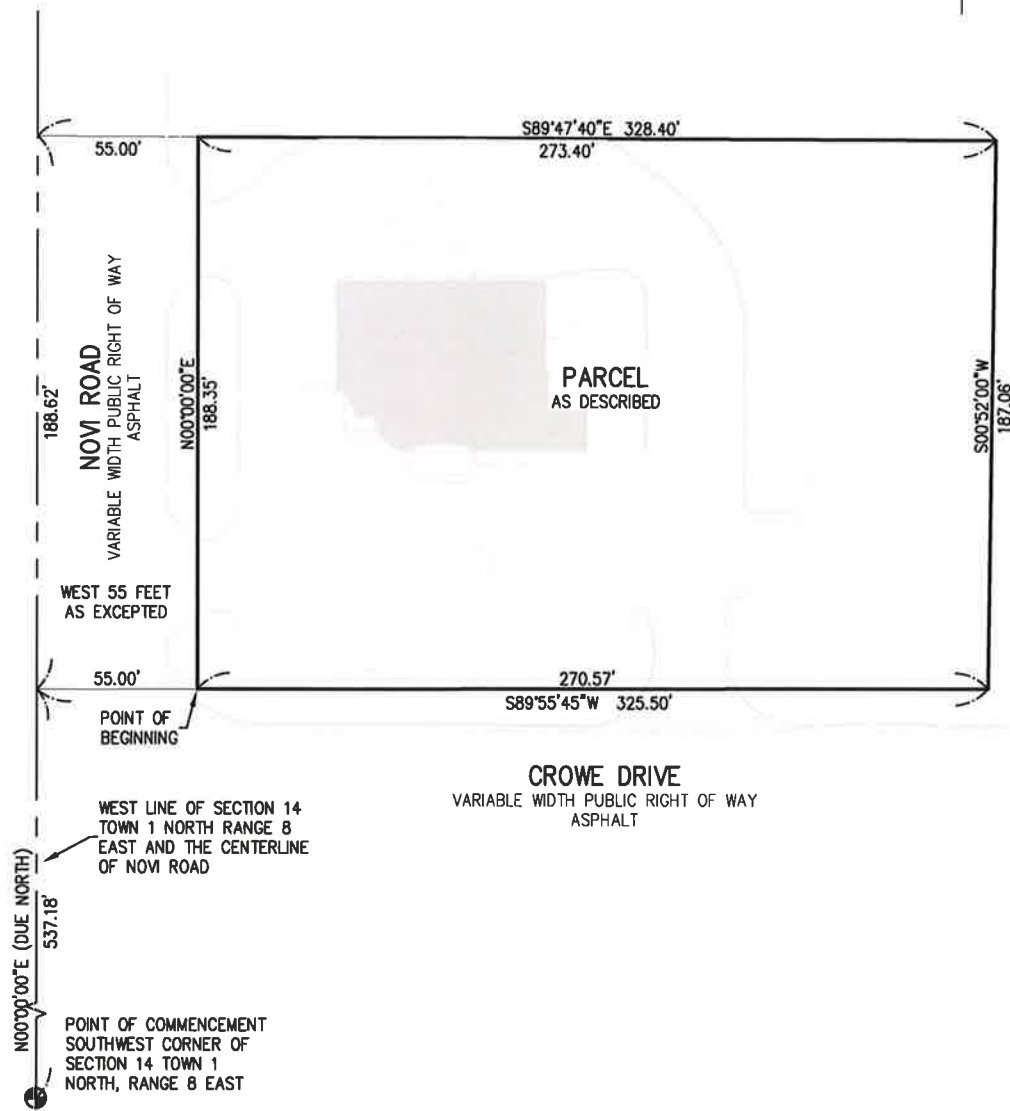
Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331	And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375
--	---

EXHIBIT A

LEGAL DESCRIPTION (TITLE COMMITMENT NO: TC13-91836)

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

ALL THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING ON THE WEST LINE OF SECTION 14, WHICH LINE IS ALSO THE CENTERLINE OF NOVI ROAD, 66 FEET WIDE, AT A POINT DISTANT DUE NORTH 537.18 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE CONTINUING ALONG THE WEST LINE OF SAID SECTION 14, DUE NORTH 188.62 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 40 SECONDS EAST 328.40 FEET; THENCE SOUTH 00 DEGREES 52 MINUTES 00 SECONDS WEST 187.06 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 45 SECONDS WEST 325.50 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 55 FEET DEEDED FOR ROAD PURPOSES. SUBJECT PARCEL CONTAINS ±51,051 SQUARE FEET.



LEGAL DESCRIPTION

26222 Novi Road, Novi, Michigan

Client: Stonefield

Date: 06/28/2021

Drawn By: CLG

Scale: 1" = 50'

Project No: 3253-347

Revision No:

Page 1 of 1



LAND CONSULTING
30445 Northwestern Hwy., Suite 143
Farmington Hills, MI 48334
Phone: (248) 932-7120

EXHIBIT "B" - STORM DRAINAGE FACILITY MAINTENANCE AGREEMENT

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit D to the permit and includes without limitation the storm sewers, swales, catch basins, manholes, inlets, manufactured treatment system, underground detention system, flow restrictor structure and outlet pipe that conveys flow from the underground detention system into the Novi Road storm system. For the purposes of this plan, this SWMS and all of its components as shown in Exhibit D is referred to as "Storie Lou Plaza SWMS".

B. Time Frame for Long-Term Maintenance Responsibility

Novi Road Retail Management, LLC is responsible for maintaining the Storie Lou Plaza SWMS including complying with applicable requirements of the local or Oakland County soil erosion and sedimentation control program until Oakland County releases the construction permit. Long-term maintenance responsibility for the Storie Lou Plaza SWMS commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

The City of Novi has assumed responsibility for long-term maintenance of Storie Lou Plaza SWMS. Novi Road Retail Management, LLC, through a maintenance agreement with the City of Novi, has agreed to perform the maintenance activities required by this plan. The City of Novi retains the right to enter the property and perform the necessary maintenance of Storie Lou Plaza SWMS if Novi Road Retail Management, LLC fails to perform the required maintenance activities.

To ensure that the Storie Lou Plaza SWMS is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit D), this plan (Exhibit B), the ingress/egress easement area (Exhibit C), and the storm drainage facility maintenance easement agreement between the City of Novi and the property owner will be recorded with the Oakland County Register of Deeds. Upon recording, a copy of the recorded documents will be provided to the County.

D. Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance, and remedial actions). Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.

TABLE 1							
MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS	Storm Collection System (Sewers, Swales, Catch Basins, Manholes)	Inlets to Detention Basin	Underground Detention Basin	Flow Restrictor Structure & Outlet Pipe	Pavement Areas	Cost per Occurrence
Monitoring / Inspection							
Inspect for Sediment Accumulation/Clogging		X	X	X	X	Annually	\$25.00
Inspect for Floatables, Dead Vegetation & Debris		X	X	X	X	Annually & After Major Events	\$25.00
Inspect for Erosion And Integrity of System		X	X	X	X	Annually & After Major Events	\$25.00
Ensure Maintenance Access Remain Open/Clear		X	X	X	X	Annually	\$25.00
Preventative Maintenance							
Remove Accumulated Sediments		X	X	X	X	As Needed (See Note Below)	\$50.00
Remove Floatables, Debris, Invasive & Dead Vegetation		X				As Needed	\$50.00
Sweeping of Paved Surfaces						X As Needed	\$25.00
Remedial Actions							
Repair/Stabilize Areas of Erosion		X	X	X	X	As Needed	\$200.00
Structural Repairs		X	X	X	X	As Needed	\$500.00
Make Adjustments/Repairs to Ensure Proper Functioning		X	X	X	X	As Needed	\$200.00
<i>*Costs shown are estimated and are to be used for planning and budgeting purposes only.</i>						Total Annual Budget	\$1,125.00

NOTE: Manufactured treatment system and underground detention system to be cleaned according to the manufacturer's recommendations; at a minimum, whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed.

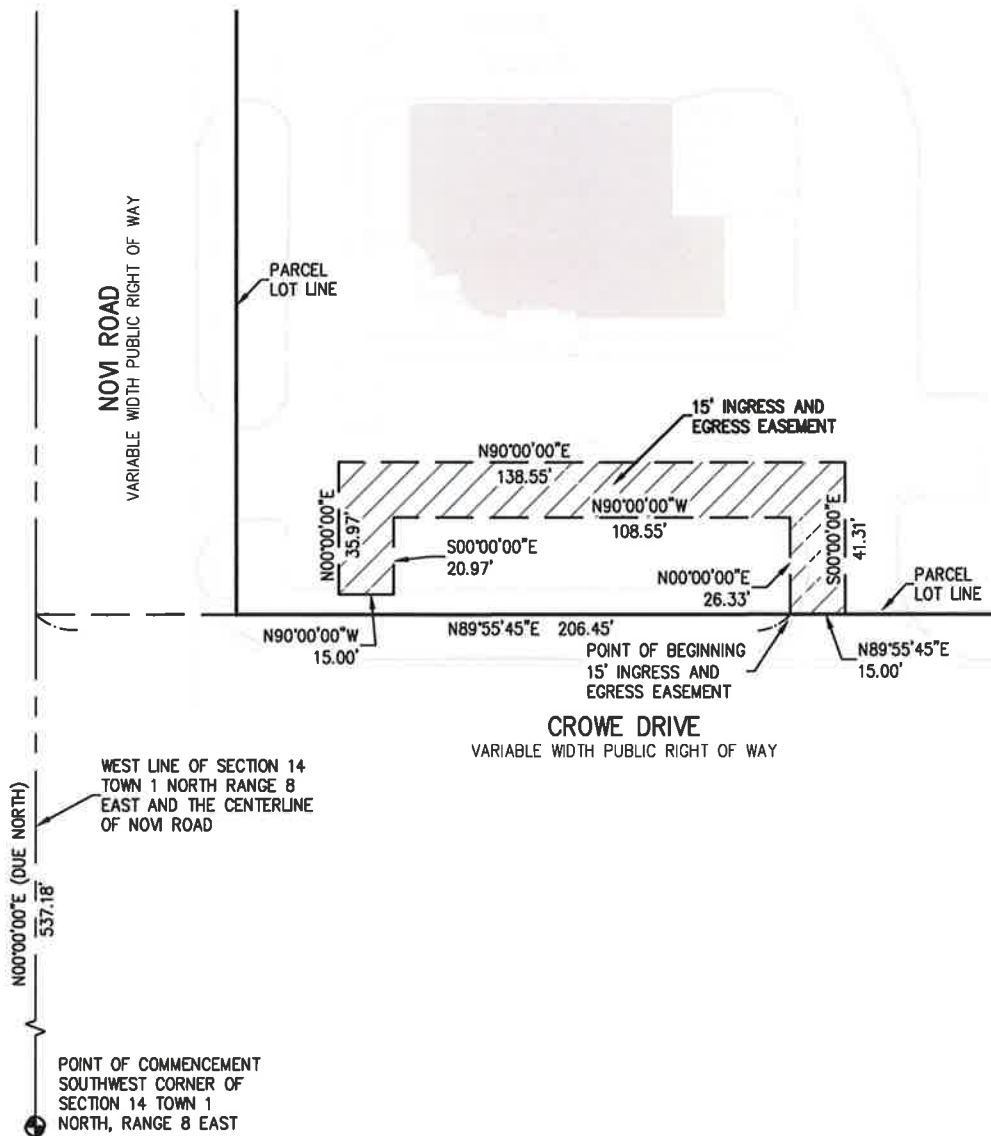
PROJECT: Storie Lou Plaza 26222 Novi Road City of Novi Oakland County, MI 48375	PROPERTY OWNER: Novi Road Retail Management LLC 30200 Telegraph Road, Suite 205 Bingham Farms, MI 48205 Phone: (248) 646-9999	ENGINEER: Stonefield Engineering & Design, LLC 607 Shelby, Suite 200 Detroit, Michigan 48226 Phone: (248) 247-1115 www.stonefieldeng.com	DATE: 06/29/2021
			SHEET 1 OF 1

EXHIBIT C

INGRESS/EGRESS EASEMENT AREA DESCRIPTION

BEING A 15 FOOT EASEMENT FOR INGRESS AND EGRESS BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE LONG THE WEST LINE OF SAID SECTION 14; NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 537.18 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 45 SECONDS EAST, 206.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 26.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 108.55 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 20.97 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 15 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 35.97 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 138.55 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 41.31 FEET; THENCE SOUTH 89 DEGREES 55 MINUTE 45 SECONDS WEST, 15 FEET TO THE POINT OF BEGINNING CONTAINING ±2,787 SQUARE FEET.



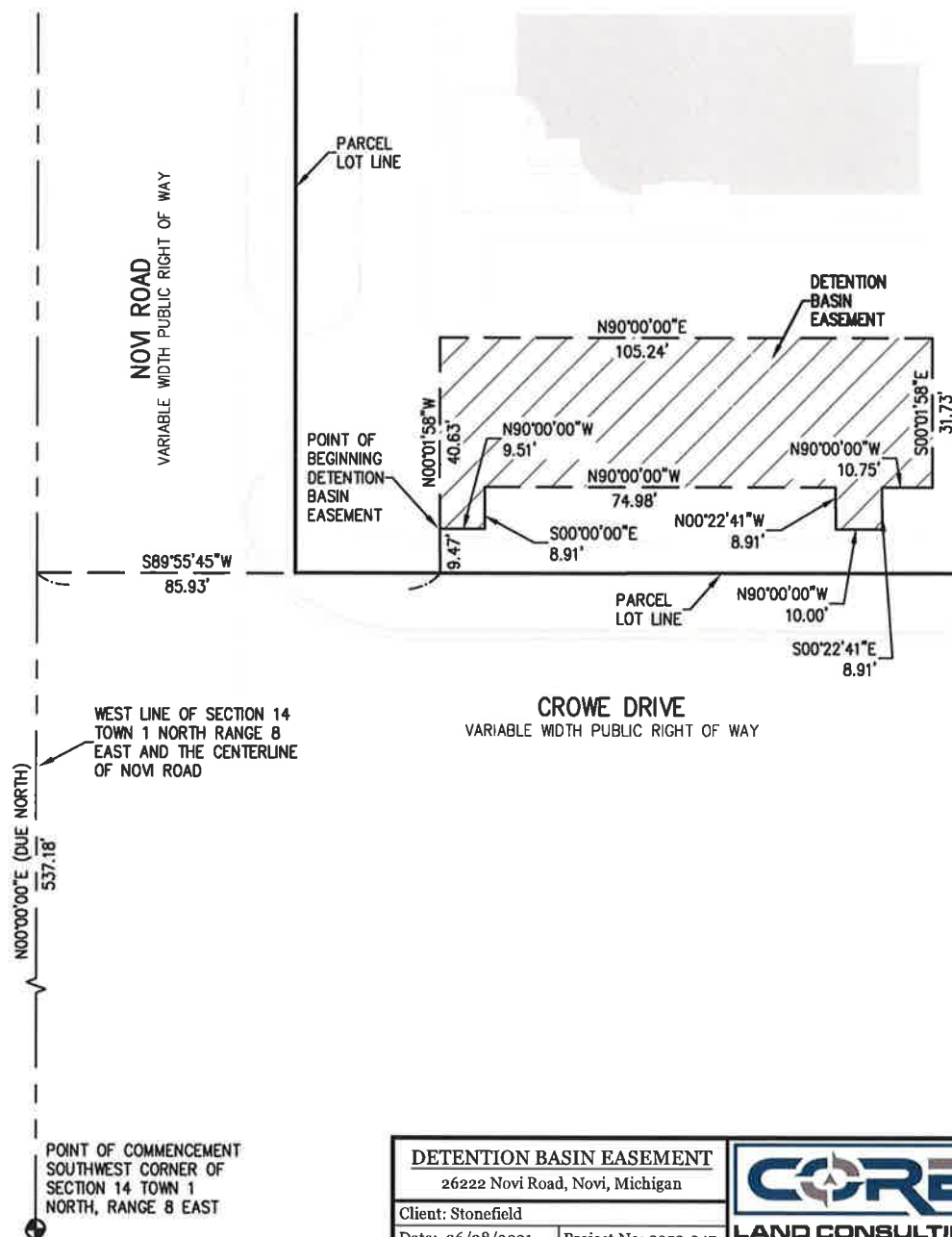
INGRESS/EGRESS EASEMENT AREA		 CORE LAND CONSULTING 30445 Northwestern Hwy., Suite 143 Farmington Hills, MI 48334 Phone: (248) 932-7120
26222 Novi Road, Novi, Michigan		
Client: Stonefield		
Date: 06/28/2021	Project No: 3253-347	
Drawn By: CLG	Revision No:	
Scale: 1" = 40'	Page 1 of 1	

EXHIBIT D

DETENTION BASIN EASEMENT DESCRIPTION

BEING AN EASEMENT FOR DETENTION BASIN BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE LONG THE WEST LINE OF SAID SECTION 14; NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 537.18 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 45 SECONDS EAST, 85.93 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 58 SECONDS WEST, 9.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 01 MINUTE 58 SECONDS WEST, 40.63 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 105.24 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 58 SECONDS EAST, 31.73 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 10.75 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 41 SECONDS EAST, 8.91 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 10 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 41 SECONDS WEST, 8.91 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 74.98 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 8.91 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 9.51 FEET TO THE POINT OF BEGINNING CONTAINING ±3,513 SQUARE FEET.



DETENTION BASIN EASEMENT

26222 Novi Road, Novi, Michigan

Client: Stonefield

Date: 06/28/2021

Drawn By: CLG

Scale: 1" = 30'

Project No: 3253-347

Revision No:

Page 1 of 1



February 14, 2022

Jeff Herczeg
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Storle Lou - Acceptance Documents Review
Novi # JSP20-0019
SDA Job No. NV21-211
DOCUMENTS APPROVED

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on February 9, 2022 against the Final Site Plan (Stamping Set) approved on July 21, 2021. We offer the following comments:

Initial Acceptance Documents:

1. Storm Drainage Facility / Maintenance Easement Agreement
(executed 06/16/2021: exhibit dated 06/28/2021)
Exhibits A, B, C, & D Approved.
2. Quit Claim Deed for Highway Easement – Novi Road
(executed 06/18/2021: exhibit dated 11/19/2021)
Exhibits Approved.

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the mayor's signature.

It should be noted that the Plan Review Center Report dated April 20, 2021 contains all documentation requirements necessary prior to construction and occupancy of the facility.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER





Mike Freckelton, PE
Project Engineer

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

April 19, 2022

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

**Re: Storie Lou Plaza
Storm Water Detention System Inspection**
Novi SP No.: JSP20-0019
SDA Job No.: NV21-211

Dear Mrs. Anjum:

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

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

Sincerely,

SPALDING DeDECKER

Heather Gendron

Digitally signed by Heather Gendron
DN: C=US, E=hgendron@sda-eng.com,
O=Spalding DeDecker, CN=Heather Gendron
Date: 2022.04.19 08:10:52-04'00'

Heather Gendron, PE
Project Manager

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Angela Sosnowski, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
Ashley Nathan, Alrig (e-mail)
SDA CE Job File



CITY OF NOVI CITY COUNCIL
MAY 8, 2023

SUBJECT: Approve the completion and submission of the Oakland County 2023 Interim Local Transportation Reimbursement Program application to seek funding through the Program for a total project cost not to exceed \$172,550 and authorize the City Manager to sign all program-related documents on behalf of City of Novi.

SUBMITTING DEPARTMENT: Finance and Parks, Recreation and Cultural Services

BACKGROUND INFORMATION:

Citizens in Oakland County passed the Public Transportation Millage on November 8, 2022. Since that time, Oakland County Administration and Board of Commissioners have put contracts in place with the local transportation providers identified in the ballot language, which include: Suburban Mobility Authority for Regional Transportation (SMART), North Oakland Transportation Authority (NOTA), Western Oakland Transportation Authority (WOTA), and the Rochester Hills-Oakland-Rochester Older Persons' Commission (OPC).

In addition, meetings have been held with officials from local cities, villages and townships to discuss the current transportation services offered to residents. The County recognizes that not all communities are presently served by SMART, NOTA, WOTA, or OPC.

As a result, the County Board of Commissioners has established a program to provide these communities with reimbursement funds to support existing public transportation services. The Oakland County 2023 Interim Local Transportation Reimbursement Program will distribute limited Public Transportation Millage funds to assist eligible municipalities to maintain existing public transportation services for calendar year 2023. This program will not fund an expansion in the type or level of service beyond what had been provided in 2022, or what had already been planned for in 2023, prior to the establishment of this program.

The County has allocated \$500,000 to distribute and 20 eligible municipalities. Eligible expenses must be directly related to transportation services in the current municipal budget.

RECOMMENDED ACTION: Approve the completion and submission of the Oakland County 2023 Interim Local Transportation Reimbursement Program application to seek funding through the Program for a total project cost not to exceed \$172,550 and authorize the City Manager to sign all program-related documents on behalf of City of Novi.

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION LOCAL TRANSPORTATION REIMBURSEMENT PROGRAM

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 May 8, 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 Oakland County Board of Commissioners has appropriated funds for the Oakland County 2023 Interim Local Transportation Reimbursement Program (the "Program") for eligible cities, villages and townships in Oakland County; and

WHEREAS; the Program seeks to assist eligible cities, villages and townships in Oakland County by providing limited reimbursement funds to maintain existing public transportation services; and

WHEREAS; the City of Novi (the "City") wishes to submit an application to the Oakland County 2023 Interim Local Transportation Reimbursement Program for a total cost not to exceed \$172,550; and

WHEREAS; the Oakland County 2023 Interim Local Transportation Reimbursement Program funds shall be used to supplement the Municipal Credits received from SMART for eligible public transportation expenses; and

WHEREAS; the Reimbursement Program requires that City certify compliance with all Program requirements.

NOW THEREFORE BE IT RESOLVED the City of Novi Council hereby approves the completion and submission of the Oakland County 2023 Interim Local Transportation Reimbursement Program application to seek funding through the Program for a total project cost not to exceed \$172,550.

BE IT FURTHER RESOLVED that the City of Novi shall supplement Program Reimbursement funds with Municipal Credits from SMART in an amount not to exceed \$172,550.

BE IT FURTHER RESOLVED if the Application is approved by Oakland County, the City's participation in the Program and the appropriation and expenditure of funds necessary or appropriate to fund its obligations under the Program as set forth in the Interlocal Agreement.

BE IT FURTHER RESOLVED that the City of Novi will comply with the Program's requirements, including submittal of semi-annual Request for Reimbursement including reports and other documentation as required by the County, as a condition to receiving reimbursement in accordance with the Program.

BE IT FURTHER RESOLVED that the City Manager or his/her designee will be authorized to sign all program-related documents on behalf of City of Novi and take any other action necessary or appropriate on the City's behalf to participate in the Program.

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 8th day of May, 2023, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi



CITY OF NOVI CITY COUNCIL
MAY 8, 2023

SUBJECT: Approval to purchase a three-year subscription of the SentinelOne software package through People Driven Technology in the amount of \$58,872.00.

SUBMITTING DEPARTMENT: Integrated Solutions – Technology

EXPENDITURE REQUIRED	\$58,872.00
AMOUNT BUDGETED	\$27,000 101-228.00-850.000 <u>\$33,000 101-228.00-850.999</u> \$60,000
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	101-228.00-850.000 101-228.00-850.999

BACKGROUND INFORMATION:

The technology team is continuously looking to improve our network security approach to stay ahead of those who want to penetrate the City's network. We have used VMware's Carbon Black application for the past three years. While every product presents certain challenges, in the last year, Carbon Black has created overhead on our network devices resulting in slowness. We are also experiencing a high rate of false positives. After researching several competitors in this marketplace, SentinelOne rose to the top. We conducted a proof of concept test on approximately fifty devices and were very pleased with the outcome. The SentinelOne product did not adversely affect device performance, and false positives were significantly reduced. The timeframe to identify and isolate an infected device was greatly improved. Additionally, SentinelOne can discover a non-city device connected to the City's network and separate it from the network.

RECOMMENDED ACTION: Approval to purchase a three-year subscription of the SentinelOne software package through People Driven Technology in the amount of \$58,872.00.



City of Novi

SentinelOne Protection Complete — 3 Year

Quote # 005781 v1

April 25, 2023



SentinelOne Protection Complete — 3 year

Prepared by:

East Michigan

Jeremy Friedman
248-277-9236
friedmanj@peopledriven.com
Tom Winkles
winklest@peopledriven.com

Prepared for:

City of Novi

Rob Petty
rpetty@cityofnovi.org

Quote Information:

Quote #: 005781

Version: 1
Delivery Date: 04/25/2023
Expiration Date: 05/25/2023

Software

Line	Qty	Part Number	Description	Price	Extended Price
1	1	PF-PLT-FF-T1-S	Singularity XDR Platform. Access to the Singularity XDR Platform, includes initial XDR Ingest Term: 36 months	\$1,498.00	\$1,498.00
2	394	S1ES-CMP-EN-T2-S	Complete Protection Platform (Per Workstation). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, EDR Hunting and Investigation and up to 100 concurrent STAR Rules, Enterprise Support Plan Term: 36 months	\$94.00	\$37,036.00
3	48	S1ES-CMP-CW-T2-S	Complete Cloud Workload Security (Per Server). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, EDR Hunting and Investigation and up to 100 concurrent STAR Rules, Enterprise Support Plan Term: 36 months	\$192.00	\$9,216.00
4	442	SP-RGR-ND-T2-S	Ranger Protection Platform- Enterprise wide Discovery of IT/IoT, Attack Surface Reduction, Peer-to-Peer Deployment Capability for SentinelOne Agents Term: 36 months	\$41.00	\$18,122.00
Subscription Term: 36-Months					

Subtotal: \$65,872.00



SentinelOne Protection Complete — 3 year

Ship To:

City of Novi

Rob Petty
(248) 735-5605 Ext. 0000
rpetty@cityofnovi.org

Bill To:

City of Novi

45175 Ten Mile Road
invoices@cityofnovi.org
Novi, MI 48375
Rob Petty
(248) 735-5605 Ext. 0000
rpetty@cityofnovi.org

Quote Information:

Quote #: 005781

Version: 1
Delivery Date: 04/13/2023
Expiration Date: 05/13/2023

Quote Summary

Description	Amount
Software – SentinelOne 36 Month	\$65,872.00
Credit for Final Year of Carbon Black	-7,000.00
Total: \$58,872.00	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

People Driven Technology

City of Novi

Signature: _____

Name: Jeremy Friedman

Title: Account Executive

Date: 04/25/2023

Signature: _____

Name: _____

Date: _____

ACCEPTANCE OF THE PRICE QUOTE IS MADE ONLY UPON THESE TERMS AND CONDITIONS

1. PRICING: Prices for any Products or Services are valid for 30 days therefrom unless otherwise stated.

Customer is responsible for (i) all applicable federal, state or local sales, use or other taxes (except taxes on People Driven Technology, Inc's net income), (ii) shipping or packing charges, (iii) insurance and (iv) any other expenses associated with the sale and transportation, or storage of the Products or tariffs and any similar charges imposed upon or in connection with the Products. The parties agree that all charges included in the price of the Products and Services set forth in the Price Quote are based upon detailed specifications supplied by Customer and any deviation requested by the Customer from such specifications may result in additional charges.

2. PAYMENT: Unless otherwise specified in the Price Quote, payment for Products and Services is due net 30 days from the date of invoice.

3. DELIVERY: Unless otherwise agreed in writing, the Products shall be shipped and delivered F.O.B. Customer's ship to location set forth in the Price Quote. Unless Customer instructs People Driven Technology, Inc to use a particular carrier on customer's order letter, the Products shall be shipped via a common carrier chosen by People Driven Technology, Inc.

4. SHORTAGE: CLAIMS AND INSPECTION: Customer shall have the right to inspect the Products within 48 hours of receipt. Any shortages or other claims in connection with an order must be made in writing and delivered to People Driven Technology, Inc within such 48-hour period or shall be waived.

5. RETURNS: Customer acknowledges that People Driven Technology, Inc shall have no obligation to accept returns of any Products ordered by and sold to Customer. People Driven Technology, Inc, at its sole discretion, may authorize the return of unused Products. Such returns cannot be made without a return authorization in writing issued by People Driven Technology, Inc.

6. TITLE AND RISK OF LOSS: Unless otherwise specified in the Price Quote, title and risk of loss shall pass to Customer at the time the Products are tendered by each carrier at Customer's facilities, and any loss or damage thereafter shall not relieve Customer from any obligation hereunder. People Driven Technology, Inc reserves, and Customer hereby grants to People Driven Technology, Inc, a purchase money security interest in the Products, and all proceeds from the sale thereof, until full payment is received for all amounts due and payable by Customer.

7. WARRANTIES AND REMEDIES: All Products, and the components and materials utilized in any assembled or customized Products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by People Driven Technology, Inc or the applicable Product manufacturer. People Driven Technology, Inc represents, warrants and covenants that (i) People Driven Technology, Inc shall perform all Services, if any, in accordance with the material specifications set forth in the Price Quote and (ii) the functions and features of the Services and related deliverables shall operate in the manner described in the applicable Price Quote for ninety (90) days from the completion thereof.

8. EXPORT RESTRICTIONS: Products may be subject to export or resale restriction or regulation, and Customer acknowledges that it will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law (including, without limitation, that products are lead-free or RoHS compliant) is as provided to People Driven Technology, Inc by its suppliers, and People Driven Technology, Inc does not warrant its accuracy and will not be liable for any error with regard to same.



CITY OF NOVI CITY COUNCIL
MAY 8, 2023

SUBJECT: Enter Executive Session immediately following the regular meeting of May 8, 2023 in the Council Annex to discuss property acquisition and privileged correspondence.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

RECOMMENDED ACTION: Enter Executive Session immediately following the regular meeting of May 8, 2023 in the Council Annex to discuss property acquisition and privileged correspondence.



CITY OF NOVI CITY COUNCIL
MAY 8, 2023

SUBJECT: Approval of claims and warrants – Warrant 1131

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, #1131 comes before city council for approval.

RECOMMENDED ACTION: Approval of claims and warrants – Warrant 1131

CITY OF NOVI
Warrant 1131
Monday, May 8, 2023

Check	Vendor Name	Description	Amount
181746-181785	DTE ENERGY	ELECTRICITY	32,758.65
181786	DTE ENERGY	STREET LIGHTING	3.64
181787-181795	DTE ENERGY	ELECTRICITY	11,739.28
181796	MARINO, TONY	REIMBURSEMENT	74.24
181797	123NET, INC	BLDG. BOND REFUND (ESCROW)	3,000.00
181798	1ST AYD CORPORATION	OPERATING SUPPLIES	541.17
181799	A AND R PLUMBING LLC	BUILDING MAINTENANCE (FACILITIES, POLICE, W&S)	2,176.96
181800	ACCUFORM PRINTING & GRAPHICS INC	OFFICE SUPPLIES (COMM REL, FIRE, POLICE, P&R, W&S)	5,488.50
181801	ADT COMMERCIAL LLC	GROUPS MAINTENANCE (FACILITIES, P&R)	1,487.11
181802	ADVANCE AUTO PARTS	VEHICLE MAINTENANCE	173.54
181803	ADVANCED TURF SOLUTIONS, INC.	GROUPS MAINTENANCE (PARKS MAINT)	1,376.25
181804	AECOM GREAT LAKES, INC	PROFESSIONAL SERV - VAR PROJECTS (STREETS, CIP)	102,776.67
181805	AIRGAS USA, LLC	VEHICLE MAINTENANCE	824.48
181806	AIS CONSTRUCTION EQUIPMENT CORP	VEHICLE MAINTENANCE	712.15
181807	ALLIANCE FOR INNOVATION INC	CONFERENCE	750.00
181808	ALLIANCE HEALTH AND LIFE	EMPLOYEE HEALTHCARE INSURANCE	14,960.00
181809	ALLIE BROTHERS INC	SUPPLIES UNIFORMS	804.83
181810	ALLIED BUILDING SERVICE COMPANY	BUILDING MAINTENANCE (FACILITIES, POLICE)	6,850.00
181811	ALTECH DOORS LLC	BUILDING MAINTENANCE (MEADOWBROOK, FIRE)	7,123.47
181812	AMAZON	LIBRARY BOOKS	2,306.33
181813	AMERICAN GENERATORS SALES AND	BUILDING MAINTENANCE (FIRE, FACILITIES)	13,142.76
181814	AMERICAN HEART ASSOCIATION INC.	CONFERENCE (FIRE)	1,397.86
181815	ANAGO OF METRO DETROIT	BUILDING MAINTENANCE	420.00
181816	ANDREW REED & ASSOCIATES, INC.	APPRAISAL SERVICES - WIXOM ROAD (MAJOR STREETS)	2,500.00
181817	ANTOUNPOUR, CLAUDINE	WATER REFUND FOR 1015 SOUTH LAKE DRIVE (W&S)	5,727.22
181818	APOLLO FIRE APPARATUS SALES AND	VEHICLE MAINTENANCE (FIRE)	1,927.55
181819	APPLIED INNOVATION	INTERNAL TECHNOLOGY COMM RELATIONS	258.98
181820	ARAMARK REFRESHMENT SERVICES	OPERATING SUPPLIES	474.46
181821	ASCENSION MICHIGAN EMPLOYER	MEDICAL SERVICE - PRE EMPLOY - CITYWIDE (HR)	3,553.00
181822	B & B LANDSCAPING	FORESTRY MAINTENANCE (TREE FUND)	47,022.50
181823	B & M ASHMAN	BLDG. BOND REFUND (ESCROW)	4,000.00
181824	B & M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,000.00
181825	B & M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,500.00
181826	BAGOZZI, BRIAN	APPRECIATION EVENINGS	700.00
181827	BAKER & TAYLOR, LLC	ELECTRONIC MEDIA (LIBRARY)	1,247.71
181828	BAKER LEGAL GROUP PLLC	PROSECUTOR FEES 4/2023 (POLICE)	11,187.64
181829	BATTERIES PLUS BULBS	BUILDING MAINTENANCE	198.79
181830	BELLE TIRE	VEHICLE MAINTENANCE (FIRE, COMM DEV))	1,008.94
181831	BENITO'S CAFE	WATER LINE MAINTENANCE	220.42
181832	BERRY, JANIE	REFUND PARKS	238.00
181833	BEST TECHNOLOGY SYSTEMS, INC.	RANGE CLEANOUT & RUBBER REPLACEMENT (POLICE)	26,240.40
181834	BIDNET	AUCTION SERVICE FEE	30.73
181835	BIG BORE SIGNS, LLC	MAILBOX REPAIRS	950.00
181836	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE HEALTHCARE INSURANCE	59,124.92
181837	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE HEALTHCARE INSURANCE	33,775.68
181838	BOULARD, CHARLES	REIMBURSEMENT	219.19
181839	BOUND TREE MEDICAL LLC	OPERATING SUPPLIES	261.48
181840	BRODART CO.	LIBRARY BOOKS	15,884.77
181841	BS & A SOFTWARE, INC.	INTERNAL TECHNOLOGY - PERMITS (COMM DEVELOP)	1,106.00
181842	BUSCHER, JOSH	PER DIEM NAB 2023	258.00
181843	CA SENIOR NOVI OPERATOR LLC Attn:	BLDG. BOND REFUND (ESCROW)	70,946.25
181844	CALLAGHAN, CASSANDRA F.	BLDG. BOND REFUND (ESCROW)	13,835.00
181845	CAMBRIDGE HOMES, INC	BLDG. BOND REFUND (ESCROW)	750.00
181846	CAMFIL USA, INC.	RANGE FILTERS AND FILTER INSTALLATION (POLICE)	1,731.04
181847	CARDENAS, VICTOR	REIMBURSEMENT	30.00
181848	CARLISLE WORTMAN ASSOCIATES, INC.	BUILDING, TRADE & PLAN REVIEW SERV (COMM DEV)	7,380.00
181849	CAROUSEL ACRES INC	EASTER EGG HUNT	625.00
181850	CAUCHI, PATRICIA	PETTY CASH	122.59
181851	CDW GOVERNMENT LLC	INTERNAL TECHNOLOGY - CITYWIDE (IT)	1,419.44
181852	CENTER FOR PERFORMANCE ARTS AND	OLDER ADULTS FITNESS	686.00

181853	CENTER POINT LARGE PRINT	LIBRARY BOOKS	413.57	
181854	CHALLENGER SPORTS TEAMWEAR, LLC	YOUTH SOCCER LEAGUE	319.38	
181855	Charter Communications	BLDG. BOND REFUND (ESCROW)	1,500.00	
181856	CHET'S RENT-ALL INC.	EQUIPMENT RENTAL	430.13	
181857	CHILTON, KIMBERLY S.	OLDER ADULTS FITNESS (PARKS & REC)	2,534.00	
181858	CINTAS CORP	SUPPLIES UNIFORMS (DPW, FACILITIES)	1,615.70	
181859	CLARKE MOSQUITO CONTROL PROD. INC.	STORM SEWER MAINTENANCE - GRANT (DRAIN)	14,520.00	
181860	CONSERVA ELECTRIC SUPPLY, INC.	BUILDING MAINTENANCE	299.60	
181861	CORE & MAIN LP	STORM SEWER MAINTENANCE	372.02	
181862	CORRIGAN OIL CO. NO. II	VEHICLE MAINTENANCE	179.15	
181863	CORRIGAN RECORD STORAGE LLC	RECORDS STORAGE - CITYWIDE (CLERK)	2,495.79	
181864	COUGAR SALES & RENTAL INC	STORM SEWER MAINTENANCE	995.00	
181865	COUNTRY CLUB LAWN LLC	GROUPS MAINTENANCE (FACILITIES, STREETS, P&R)	13,707.00	
181866	CRANDALL-WORTHINGTON INC	OPERATING SUPPLIES (PARKS MAINT, P&R, FIRE)	3,431.70	
181867	CUMMINS-ALLISON CORP	OFFICE EQUIPMENT MAINTENANCE	943.00	
181868	CUTMYTREEDOWN.COM	GROUPS MAINTENANCE (FACILITIES, DRAIN)	34,093.20	
181869	D/A CENTRAL, INC.	DOG PARK EXPENDITURES	232.50	
181870	DALTON COMMERCIAL CLEANING CORP	BUILDING MAINTENANCE	950.00	
181871	DELL MARKETING L.P.	INTERNAL TECHNOLOGY (POLICE, IT, CITY MGR)	4,501.60	
181872	DEWOLF & ASSOCIATES	EDUCATION AND TRAINING	275.00	
181873	DIPONIO CONTRACTING INC	CONSTRUCTION: HOWELL'S WALLED LAKE SUB (W&S)	350,589.91	
181874	DIXBORO VETERINARY DENTAL AND	OPERATING SUPPLIES	984.31	
181875	DORNBOS SIGN & SAFETY INC	SIGNING SUPPLIES (DPW)	1,093.12	
181876	DRL BUILDING CO. LLC	RESTROOM UPGRADE (FACILITIES)	1,975.00	
181877	DRN & ASSOCIATES, ARCHITECTS, PC	PROFESSIONAL SERVICES (ESCROW)	8,665.00	
181878	VOID	VOID	-	V
181879	DTN, LLC	INTERNAL TECHNOLOGY (DPW, POLICE)	2,062.62	
181880	ELLIAS, BETTY	REFUND PARKS	66.00	
181881	ELLSWORTH INDUSTRIES INC.	ROUTINE MAINTENANCE (DRAIN, MAJOR STREETS)	4,095.37	
181882	ENGRAVING CONNECTION	EMPLOYEE RECOGNITION	50.00	
181883	ENVISIONWARE, INC	COMPUTER SUPPLIES	575.00	
181884	EQUATURE	EMERGENCY COMMUNICATION SERVICE (POLICE)	8,100.00	
181885	ERICKSON, CHELSEA	DANCE PROGRAMS WINTER 2023 (PARKS & REC)	18,067.50	
181886	ETNA SUPPLY	OPERATING SUPPLIES (W&S, DRAIN, PARKS MAINT)	3,529.20	
181887	FBINAA MICHIGAN CHAPTER	EDUCATION AND TRAINING	70.00	
181888	FENDT BUILDERS SUPPLY, INC	STORM SEWER MAINTENANCE	366.04	
181889	FERGUSON WATERWORKS #3386	WATER METERS (WATER & SEWER)	13,308.88	
181890	FIFTH THIRD BANK	BOND PRINCIPAL / INTEREST EXPENSE (ICE ARENA)	497,060.00	
181891	FIREFIGHTER SAFE, LLC	OPERATING SUPPLIES (FIRE, PARKS & REC)	5,385.00	
181892	FITNESS THINGS INC	OPERATING SUPPLIES	290.00	
181893	FLOYD, LISA R	WITNESS	11.40	
181894	FOSTER, SWIFT, COLLINS & SMITH, P.C	LEGAL FEES (LIBRARY)	1,410.00	
181895	FUDALA, MORGAN	VILLA BARR PROPERTY	96.00	
181896	G & M ENTERPRISES LTD	ROUTINE MAINTENANCE - ST SWEEPING (DRAIN, STREETS)	25,340.20	
181897	GALE/CENGAGE LEARNING	LIBRARY BOOKS	543.46	
181898	GARY'S CATERING INC	SUPPLIES	345.75	
181899	GAUVIN, CHARMAINE	REIMBURSEMENT	49.32	
181900	GETAWAY TOURS, INC.	ADULT PROGRAMS (PARKS & REC)	1,195.00	
181901	GFL ENVIRONMENTAL	RUBBISH - 3/2023 MONTHLY & STORM (RUBBISH, GF)	263,237.65	
181902	GORDON FOOD SERVICE PAYMENT PROC.	OLDER ADULTS SPECIAL EVENTS	22.98	
181903	GRAINGER INC, W W	OPERATING SUPPLIES (PARKS MAINT, POLICE, FIRE, W&S)	1,524.42	
181904	GREAT AMERICA FINANCIAL SERVICES	OPERATING SUPPLIES	1.13	
181905	GREAT LAKES POWER & LIGHTING INC.	LED LIGHTING UPGRADE (FACILITIES, FIRE, PARKS MAINT)	67,750.59	
181906	GREAT LAKES WATER AUTHORITY	IWC CHARGES 3/2023 (WATER & SEWER)	18,095.11	
181907	GREEN OAK TIRE INC.	VEHICLE MAINTENANCE	689.00	
181908	HARTFORD, THE	EMPLOYEE LIFE, AD/D, LTD INSURANCE	8,637.67	
181909	HARTLAND DEERFIELD FIRE AUTHORITY	CONFERENCE	335.00	
181910	HAVENER TECH	STORM SEWER MAINT (DRAIN)	19,133.50	
181911	HAWAIIAN DANCERS LLC	DANCE PROGRAMS (PARKS & REC)	3,782.40	
181912	HEALTH ALLIANCE PLAN	EMPLOYEE HEALTHCARE INSURANCE	13,869.38	
181913	HOLBROOK'S ROOFING CO., INC.	BUILDING MAINTENANCE	385.00	
181914	HOME DEPOT CREDIT SERVICES	OPERATING SUPPLIES - CITYWIDE	4,566.37	
181915	IMAGAMERICA	SPRING INTO NOVI - PROMO ITEMS (COMM RELATIONS)	4,497.10	
181916	IMAGE 360 - NOVI	OPERATING SUPPLIES	159.00	
181917	IMPERIAL DADE	BUILDING MAINTENANCE	679.40	
181918	IMPRESSIVE PROMOTIONAL PRODUCTS	ADULT BASKETBALL	825.92	

181919	INTEGRA REALTY RESOURCES-DETROIT	LAND ACQUISITION - APPRAISAL SERV (GF)	2,900.00	
181920	INTERIOR ENVIRONMENTS	SUPPLIES	873.00	
181921	INTERSTATE RESTORATION, LLC	BIO HAZARD CLEANING	885.01	
181922	INTRADO LIFE & SAFETY, INC	TELEPHONE MAINTENANCE	400.00	
181923	ISCG, INC.	OFFICE SUPPLIES	631.84	
181924	J & B MEDICAL SUPPLY INC	OPERATING SUPPLIES	777.15	
181925	JACK DOHENY SUPPLIES INC	LIFT STATION MAINTENANCE (WATER & SEWER)	18,827.81	
181926	JAGUAR LAND ROVER	BLDG. PAYMENT REFUND (ESCROW)	870.00	
181927	JOE'S TRAILER MFG INC	EQUIPMENT MAINTENANCE (DPW)	2,384.84	
181928	JOHN'S SANITATION SERVICE	OPERATING SUPPLIES (PARKS & REC)	1,780.00	
181929	JOHNS, JEFF	MILEAGE REIMBURSEMENT	82.53	
181930	KARVONEN, LARRY	REIMBURSEMENT	77.00	
181931	KENNEDY INDUSTRIES INC	SEWER LINE MAINTENANCE (WATER & SEWER)	1,213.28	
181932	KIMBALL MIDWEST	OPERATING SUPPLIES	830.53	
181933	KUNTZ, MARIE JEANNETTE	HISTORICAL COMMISSION	350.00	
181934	KUROIWA, YUSHI	WITNESS	9.24	
181935	LECOM INC	BLDG. BOND REFUND (ESCROW)	7,000.00	
181936	LEE, JINHEE	WITNESS	7.62	
181937	LEIDAL, JANET	REFUND PARKS	10.00	
181938	LIMB WALKERS TREE & SNOW	FORESTRY MAINTENANCE (TREE FUND)	8,285.00	
181939	LOOMIS	ARMORED CAR SERVICES	761.70	
181940	LOSACCO, STEVE	REIMBURSEMENT	45.00	
181941	M-2 AUTO PARTS, INC.	VEHICLE MAINTENANCE (DPW)	1,452.42	
181942	MANELA, RACHEL	REIMBURSEMENT	309.60	
181943	MANNIK & SMITH GROUP INC, THE	PROFESSIONAL SERVICES (ESCROW)	5,053.75	
181944	VOID	VOID	-	V
181945	MARCO TECHNOLOGIES, LLC	OPERATING SUPPLIES	101.37	
181946	MARK'S OUTDOOR POWER EQUIPMENT	TORO ZERO TURN MOWER (PARKS MAINT)	16,217.71	
181947	MARTIN, WADE	REFUND PARKS	10.00	
181948	MARTINEZ, DEBORAH	PER DIEM MACEO	222.85	
181949	MCKENNA ASSOCIATES INC	HCD (COMM DEV BLOCK GRANT)	2,096.25	
181950	METRO CONTROLS INC	BUILDING MAINTENANCE (POLICE)	4,375.37	
181951	METRO SEWER CLEANERS INC	BUILDING MAINTENANCE (FACILITIES)	3,777.50	
181952	MICHIGAN CAT	VEHICLE MAINTENANCE	104.36	
181953	MICHIGAN PETROLEUM TECHNOLOGIES	GASOLINE AND OIL	925.30	
181954	MICHIGAN RURAL WATER	CONFERENCE (WATER & SEWER)	1,020.00	
181955	MIDWEST AUTO-TRUCK & SPRING	VEHICLE MAINTENANCE (FIRE)	1,784.00	
181956	MIDWEST TAPE, LLC	AUDIO VISUAL MATERIALS	811.75	
181957	MISSION COMMUNICATIONS, LLC	LIFT STATION MAINTENANCE	850.20	
181958	MOMMY YOGA MOVEMENT, THE	OLDER ADULTS FITNESS	315.00	
181959	MORRIS, MELISSA	MILEAGE REIMBURSEMENT	246.37	
181960	MUNICIPAL WEB SERVICES, INC	COMMUNITY PROMOTION (COMM REL, LIBRARY)	4,828.00	
181961	MUSICAL EXPRESSIONS LLC	MUSIC PROGRAMS	588.00	
181962	MUTT MITT	CUSTODIAL SUPPLIES (PARKS MAINT)	1,117.87	
181963	NEU STAR INC	INTERNAL TECHNOLOGY	763.54	
181964	NITTO INC	WATER REFUND FOR 45880 DYLAN DR	199.92	
181965	NOAR TECHNOLOGIES	EQUIPMENT MAINTENANCE (POLICE)	1,316.00	
181966	NORTHSTAR MAT SERVICE	BUILDING MAINTENANCE	402.00	
181967	NORTHVILLE LOCKSMITH INC., THE	BUILDING MAINTENANCE	180.00	
181968	NOVI COMMUNITY SCHOOLS	STAFF RECOGNITION	30.00	
181969	NOVI ROTARY CLUB	COMMUNITY PROMOTION	175.00	
181970	NOVI WATER DEPARTMENT	WATER AND SEWER	950.06	
181971	O'LEARY, SHANNON	REIMBURSEMENT	81.98	
181972	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE (DPW, FIRE)	2,910.73	
181973	OAKLAND COUNTY ANIMAL CONTROL	DOG LICENSES MARCH 2023 (ESCROW)	1,729.00	
181974	OAKLAND COUNTY CLERKS ASSOCIATION	OAKLAND COUNTY CLERK LUNCH AND LEARN	40.00	
181975	OAKLAND COUNTY HEALTH DIVISION	COMMUNITY CENTER	894.00	
181976	OAKLAND COUNTY HR TRAINING AND	STAFF TRAINING (HR)	2,160.00	
181977	OAKLAND COUNTY REGISTER OF DEEDS	ADDITIONAL INNOVA FEES	118.80	
181978	OAKLAND COUNTY REGISTER OF DEEDS	CONSENT TO WATER SYSTEM EASEMENT TAPPERS	30.00	
181979	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	63.32	
181980	ORCHARD, HILTZ & MC CLIMENT	ENGINEERING CONSULTANT - VAR PROJ (W&S, STREETS)	64,099.90	
181981	ORKIN	BUILDING MAINTENANCE	872.90	
181982	OTIS ELEVATOR COMPANY	BUILDING MAINTENANCE (FACILITIES, POLICE)	1,344.60	
181983	OVERDRIVE, INC.	AUDIO VISUAL MATERIALS (LIBRARY)	5,550.01	
181984	PAKOR	OPERATING SUPPLIES (CLERK)	1,429.12	

181985	PAMAR ENTERPRISES, INC.	CONSTRUCTION: 2022 AC WATER MAIN REPLACE (W&S)	540,774.95
181986	PARAGON LABORATORIES, INC.	MANDATORY EPA WATER TESTING	423.00
181987	PEOPLE DRIVEN TECHNOLOGY, INC	PROFESSIONAL SERVICES - CITYWIDE (IT)	78,762.00
181988	PHOENIX SAFETY OUTFITTERS	SUPPLIES UNIFORMS	800.00
181989	PIONEER MANUFACTURING CO.	GROUPS MAINTENANCE (PARKS MAINT)	1,081.22
181990	PIPELOGIX INC.	INTERNAL TECHNOLOGY (WATER SEWER)	2,500.00
181991	PM ENVIRONMENTAL, INC.	LAND ACQUISITION - PHASE 1 ENV (GF)	2,200.00
181992	POSTMASTER	POSTAGE	950.00
181993	POSTMASTER	POSTAGE	950.00
181994	POWER CLEANING SYSTEMS	EQUIPMENT MAINTENANCE (DPW)	1,177.05
181995	PPE OF NOVI LLC	BLDG. PAYMENT REFUND (ESCROW)	250.00
181996	PPG ARCHITECTURAL FINISHES	BUILDING MAINTENANCE	128.66
181997	PRACTICE ZONE, THE	SPORTS CAMPS (PARKS & REC)	1,536.00
181998	PRECISE MRM LLC	INTERNAL TECHNOLOGY - CITYWIDE (IT)	3,775.00
181999	PRO-LINE ASPHALT PAVING	WATER SALES HYDRANT PERMIT 20-13 REFUND (W&S)	1,150.00
182000	PROSCREENING, LLC	RECRUITMENT (HR)	1,574.00
182001	QUALITY FIRST AID & SAFETY, INC.	OPERATING SUPPLIES	219.98
182002	QUILL CORPORATION	OFFICE SUPPLIES	601.06
182003	RAY'S WELL DRILLING	PARK BUILDING MAINTENANCE (PARKS MAINT)	1,200.00
182004	REASON CONSULTING CORPORATION	PERSONAL PROPERTY AUDITOR (ASSESSOR)	3,333.00
182005	REHMANN ROBSON	ANNUAL AUDIT (FINANCE)	3,000.00
182006	REICHENBACH, ALAN	WITNESS	10.86
182007	RENEGADE STAGING LLC	COMMUNITY PROMOTION	785.00
182008	RHINO SEED & LANDSCAPE	WATER LINE MAINTENANCE	337.22
182009	ROAD COMMISSION FOR OAKLAND COUNTY	COST SHARE: 10 MILE (MEADOWBROOK TO HAGGERTY)	178,431.22
182010	ROOT, T. CHASE	MILEAGE REIMBURSEMENT	82.53
182011-182013	ROSATI, SCHULTZ, JOPPICH	LEGAL FEES (GF, ESCROW)	65,004.40
182014	RRRASOC	RECYCLING CENTER (DPW)	17,964.50
182015	RYL FLEXIBLY THERAPIES LLC	OLDER ADULTS MASSAGE	753.00
182016	SACHSE CONSTRUCTION	BLDG. PAYMENT REFUND (ESCROW)	875.00
182017	SAM'S CLUB DIRECT	ADULT PROGRAMS	360.20
182018	SAM'S CLUB DIRECT	OPERATING SUPPLIES	558.15
182019	SAPRE, SHIBANI	REFUND PARKS	179.50
182020	SCHWARTZ, MARGARET	OLDER ADULTS MASSAGE	546.00
182021	SHERWIN-WILLIAMS	BUILDING MAINTENANCE	242.77
182022	SIGNATURE SERVICES	VARIOUS SIDEWALK REPAIRS (DRAIN, W&S, FACILITIES)	28,131.34
182023	SIMON, STACEY	FUEL REIMBURSEMENT	58.63
182024	SIRCHIE FINGER PRINT LABORATORIES L	OPERATING SUPPLIES	148.93
182025	SITE DEVELOPMENT, INC.	BLDG. PAYMENT REFUND (ESCROW)	1,885.00
182026	SITEONE LANDSCAPE SUPPLY, LLC	GROUPS MAINTENANCE	907.32
182027	SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES - CITYWIDE (FINANCE)	1,466.30
182028	SNAP-ON INDUSTRIAL	OPERATING SUPPLIES TOOLS	167.70
182029-182039	SPALDING DE DECKER	PROFESSIONAL SERVICES (ESCROW)	158,451.71
182040	SPARC ARENA LLC	SPORTS CAMPS (PARKS & REC)	1,142.40
182041	SPECTRUM PRINTERS INC	ELECTION SUPPLIES	83.95
182042	SPICER GROUP INC	ITC PARK UPDATE PLAN (CIP FUND)	5,895.00
182043	STATE OF MICHIGAN	COST SHARE: TAFT ROAD REHAB (STREETS)	10,348.26
182044	STATE OF MICHIGAN	SOR REGISTRATION	706.75
182045	SUBURBAN LANDSCAPE SUPPLY	WATER LINE MAINTENANCE	235.00
182046	SUBURBAN MAPLELAWN LLC	BLDG. BOND REFUND (ESCROW)	24,747.50
182047	SUNNY HOMES INC.	BLDG. BOND REFUND (ESCROW)	2,000.00
182048	SYSTEMP CORPORATION	BUILDING MAINTENANCE (POLICE, FACILITIES)	5,808.58
182049	SZELAP, CHRISTINE E. HEFFERNAN	KARATE (PARKS & REC)	2,437.75
182050	TEL SYSTEMS	COMPUTER SUPPLIES (LIBRARY)	11,479.14
182051	TENNANT SALES AND SERVICE COMPANY	EQUIPMENT MAINTENANCE	227.40
182052	TESTING ENGINEERS	MATERIAL TESTING - VAR PROJECTS (WATER & SEWER)	15,887.85
182053	THOMSON REUTERS - WEST	SUPPLIES	798.42
182054	TOEBE CONSTRUCTION LLC	CONST: BOND/ FLINT RD PHASE 2 (STREETS, DRAIN, W&S)	409,855.90
182055	TOKIO MARINE HCC - PUBLIC RISK GRP	INSURANCE DEDUCTIBLES (GF)	25,000.00
182056	TOTAL BASEBALL	SPORTS FIELD (PARKS & REC)	2,387.00
182057	TROXTEL, JUSTIN	REIMBURSE BOOTS	145.00
182058	TSAI FONG BOOKS INC	LIBRARY BOOKS	420.65
182059	TURNOUT MANAGEMENT	SUPPLIES UNIFORMS	240.00
182060	UNDERGROUND CONTRACTORS, INC	BLDG. BOND REFUND (ESCROW)	1,000.00
182061	USA BLUEBOOK	SEWER LINE MAINTENANCE (WATER & SEWER)	1,864.98
182062	UTILISYNC, LLC	INTERNAL TECHNOLOGY (WATER SEWER)	2,399.00

182063	VARIPRO	EMPLOYEE FLEX SPENDING REIMB - CITYWIDE (HR)	7,882.23
182064	VARSITY LINCOLN, INC	VEHICLE MAINTENANCE	341.40
182065	VESCO OIL CORPORATION	VEHICLE MAINTENANCE	212.97
182066	VOSS LIGHTING	BUILDING MAINTENANCE	973.00
182067	WALSH, SHERYL	GSMCON 2023 PER DIEM	383.00
182068	WEINGARTZ SUPPLY CO INC	EQUIPMENT MAINTENANCE	12.45
182069	WESTHOFF, SUSAN	ADULT PROGRAMS	400.00
182070	WHITE, JOY	WITNESS	13.56
182071	WINDOWPRO PARTNERS LLC	HCD (COMM DEV BLOCK GRANT)	5,000.00
182072	WITHERELL, JAY S.	MEDICAL SERVICE - PRE EMPLOY (POLICE)	1,000.00
182073	WUOTINEN, KEITH	REIMBURSEMENT SUPERHERO EVENT	105.00
EFT	FIFTH THIRD BANK P-CARD	MARCH PURCHASES	133,286.44
	ZEHNDERS ACCOUNTING	LIB:Adult Program	200.00
	IN ACTION PAINTBALL P	PD: Operating supplies	94.00
	AMZN MKTP US HY1LM00H1	PD: Supplies	12.99
	SWEETWATER SOUND	PRCS-Civic Center Expense	169.99
	AMZN MKTP US HY9J52101	PRCS: Special event supplies	58.95
	AMZN MKTP US HY2018DK0	PRCS: Special event supplies	141.94
	MCKISSOCK	Education-C & I appraiser	135.00
	AMZN MKTP US HY6H52TX1	PRCS: Special event supplies	118.65
	PAYPAL INTERNATIONAL	PD - Refund	(215.00)
	AMZN MKTP US HY1J16GG0	PD - Range	197.11
	TEACHERSPAYTEACHERS.CO	LIB:Program	3.00
	MI STATE POLICE PMTS	PD: Operating Supplies	132.00
	AMZN MKTP US HY2J705K0	PD: Building Maintenance	55.97
	SP PIXIEFAIRE	CR: SAM Outfit	4.99
	CLYDE ROAD	PD: Gas	57.13
	APPRAISAL INSTITUTE	Education-C & I appraiser	360.00
	PANERA BREAD #608009 O	MGR: Committee Food	132.62
	WWW.MICHIGANCLERKS.ORG	CITY CLERK: Conferences & Workshops	300.00
	AMZN MKTP US H77H65QQ2	FM: Building Maintenance DPW	30.99
	AMZN MKTP US HY2DQ2CK1	FM: Building Maintenance DPW	30.99
	SPROUT SOCIAL, INC	CR: Social media marketing	279.00
	ATT CONS PHONE PMT	FACILITES - Utilities - Telephone	3,279.38
	ITS MICHIGAN	MGR - Membership and Dues	400.00
	HARBOR FREIGHT TOOLS 6	DPW - Operating supplies	986.51
	GROUPMAP TECHNOLOGY	Mgr - Software	8.00
	EIG CONSTANTCONTACT.CO	CR: Email marketing	230.00
	FEDEX 569173335	PD: FedEx	28.64
	AMZN MKTP US H71MI3PN2	Clerk - supplies	58.98
	AMAZON PRIME HY6Q71NC0	CR - Video	14.99
	STORY BLOCKSAUDIO	CR - Video	15.00
	AMZN MKTP US H74YC02Q1	PRCS Expenses	59.95
	UNITED AIRLINES	CR: NAGC Communications School	469.40
	OTTER.AI	Clerk - supplies	99.99
	ALLIANZ TRAVEL INS	TLG Conference	39.17
	B&H PHOTO 800-606-6969	CR - Video	169.56
	AMZN MKTP US H74H47J82	PD - Range	24.28
	CRAINS DET SUBSCRIP	MGR: Publication Subscription	1,030.00
	CI - NOVI	PRCS- Expenses	60.47
	DELTA	TLG Conference	652.80
	SHERATON	PD - Conference	297.36
	IN COLD STREAM FARM L	DPW: Operating Supplies	2,706.33
	AMAZON.COM HC1MY9YL2	DPW-Operating Supplies	63.83
	SEMBOIA INC	W&S membership,dues	90.00
	HAMPTON INN HOTELS	PD - Recruitment	178.93
	HAMPTON INN HOTELS	PD - Recruitment	178.93
	AMZN MKTP US H79X28OU2	PD - Office Supplies	62.05
	PAYPAL MICROSOFT	PD - Office Supplies	59.00
	STAMPS.COM	LIB:Postage	19.99
	AMZN MKTP US H728G9QL0	PD - Office Supplies	583.75
	TST NOTHING BUNDT CAK	Employee Engagement	319.20
	AMZN MKTP US H78G82DJ0	OAS-Transportation Training Expense	90.89
	AMZN MKTP US H77KL8530	PD - Conference	49.98
	EB MELOA 2023 NATIONA	PD - Conference	159.00
	MICHIGAN STATE PREMIER	PRCS-Program Expense	25.00
	CLYDE ROAD	PD: Gas	73.46
	SAMS CLUB #6657	FD: Operating Expense	19.98
	AMZN MKTP US HC1884SX2	Dispenser keys	30.60
	DRIFTWOOD GRILL	Novi University	259.15
	AMZN MKTP US H73DU04Y1	I.S. Hardware	159.00
	CI - NOVI	LIB:Conference	236.45

AMZN MKTP US HC9JK5Q82	PD - Office Supplies	37.06
AMZN MKTP US H71CS8O51	FD: Building Maintenance	50.99
USPS PO 2569200376	Clerk - election	290.00
AMZN MKTP US HC9258WH1	I.S. - Hardware	197.99
AMZN MKTP US HC7045WG1	I.S. - Hardware	11.48
CARHARTT COMPANY GEAR	Carhartt bibs	(16.80)
KROGER #366	LIB:Conference	30.17
EB MELOA 2023 NATIONA	PD - Training	318.00
AMZN MKTP US HC3O16K01	PD-VM	86.12
AMERICAN PUBLIC WORKS	APWA Monthly	25.00
AMZN MKTP US HC13B5KC1	CR - Video	31.98
B&H PHOTO 800-606-6969	Camera Gear	663.93
AMAZON.COM H77NM9N40 A	I.S. - Hardware	104.94
COMFORT INNS	CITY CLERK: Conferences & Workshops	504.00
CARHARTT COMPANY GEAR	Carhartt bibs	296.78
AMZN MKTP US H77V53O80	PD - Office Supplies	24.61
AMZN MKTP US H77Y38ZC0	PD-VM	23.57
AMAZON.COM HC1Y46E42	Phone charger	34.98
ZOOM.US 888-799-9666	I.S. - Software	2,198.90
WY'EAST PRODUCTS, INC	DPW-VM	3,125.55
AMZN MKTP US HC11A13V2	Office supplies	17.70
AMAZON.COM HC7V633S2 A	Office supplies	62.73
AMZN MKTP US HC7PL74I2	PD - Office Supplies	20.36
MOES ON TEN	PRCS-OAS Event Food	992.41
CAR - MBS	ED Event	1,147.72
SHELL OIL 12590709007	PD: Gas	43.64
WEST MIDLAND FAMILY CE	Zoom Class Training	99.00
ABPA	W&S conferences, workshops	390.00
FEDEX 395801746464	W&S mandatory EPA water testing	242.66
AMZN MKTP US HC7N62JU1	PD - Office Supplies	1,087.28
AMZN MKTP US HC0FK6FS2	PD - Office Supplies	20.36
SPECTRUM	SP 166149401	9,967.97
DTV DIRECTV SERVICE	PD: Cable	40.00
CVS/PHARMACY #08161	PD - Conference	24.23
AMAZON.COM HC8D24N71	FD - Office Supplies	49.06
AMZN MKTP US HG3JY9W62	Office Supplies	17.75
CARRIAGE CLEANERS	PRCS-Civic Center Expense	15.00
WWW.MICHIGANCLERKS.ORG	CITY CLERK: Memberships	90.00
PARTY CITY 4124	CR: St. Patrick Day/March Madness	52.00
SHELL OIL 12590709007	PD: Gas	55.32
PANERA BREAD #608009 O	CR: Bagels	79.75
AMZN MKTP US HG0N26IA2	FD: Operating Expense	339.94
AMZN MKTP US HC0900HB0	PD - Office Supplies	26.77
AMZN MKTP US HC56D0BG0	PRCS-Civic Center Expense	16.89
PANERA BREAD #600667 O	board of review lunch	156.76
PAPER DIRECT	CR: Frames	275.71
AMAZON.COM HG3GZ7WZ1 A	PD - Office Supplies	48.08
AMAZON.COM HG41T8SL2	PRCS - Marketing	96.89
MICHIGAN STATE YSA	PRCS-Program Expense	375.00
NOVI CHAMBER OF COMMER	Chamber event	1,200.00
AMZN MKTP US HG0Q952J2	Office Supplies	18.88
WM SUPERCENTER #5048	OAS party supplies	8.01
TEXAS ROADHOUSE #2665	board of review dinner	109.91
CBI TENABLE	I.S. - Software	3,381.40
ART CRAFT DISPLAY INC	CR: Tables	300.00
PARTY CITY 4124	CR: Chocolate	80.00
GFS STORE #1985	Employee Wellness	79.95
MEIJER # 109	OAS event supplies	31.92
MEIJER # 109	OAS supplies	2.49
AMZN MKTP US HG84C5QK2	PD-VM	69.98
CHIPOTLE ONLINE	board of review dinner	3.18
CHIPOTLE ONLINE	board of review dinner	37.13
USPS STAMPS ENDICIA	LIB:Postage	75.00
AMZN MKTP US HC1499EL0	Office Supplies	15.57
CLYDE ROAD	PD: Gas	68.96
TEXAS ROADHOUSE #2665	Board of Review dinner	17.39
TARGET 00014654	CR - Video	49.99
GRIMCO INC	Paper for sign making	1,852.50
FS TECHSMITH	I.S. - Software	10.80
LITTLE CAESARS #0057	CR: Pizza	234.93
SHANTY CREEK RESORTS -	PD - Conference	216.00
ALDI 67094	OAS event PROGRAM SUPPLIES	4.78
MEIJER # 122	OAS PROGRAM SUPPLIES	13.49

GEOSHACK CLEVELAND	DPW- storm sewer	706.68
PANERA BREAD #600667 O	Board of Review lunch	188.21
PANERA BREAD #608009 O	MGR: Committee Food	96.96
SUZUKI MYERS	CD: Translation	65.00
MICHIGAN ASSOC OF CHIE	PD - Membership Renewal	100.00
AMZN MKTP US HG2ND3X12	PD - Office Supplies	9.80
METRO INSTITUTE INC	Pesticide - Register	110.00
METRO INSTITUTE INC	Pesticide - Tate	110.00
VZWRLSS APOCC VISB	FACILITES - Utilities - Telephone	13,938.56
WSJ/BARRONS SUBSCRIPTI	MGR: Wall Street Journal	38.99
AMZN MKTP US HG99B7XF1	Clerk - Supplies	35.19
AMZN MKTP US HG1WH5TA2	FD: operating expense	28.72
AMZN MKTP US HG8O72AN2	Office Supplies	19.98
AMAZON.COM HG4PF2XF1	Office supplies	6.90
KBS MANOR HOUSE	W&S conferences, workshops	231.00
KBS MANOR HOUSE	W&S conferences, workshops	231.00
FACEBK HV2AJNPST2	PRCS-Marketing Expense	5.11
DUNKIN #350929 Q35	Training Breakfast	38.97
NATIONAL FIRE PROTECTI	FD; Dues	199.00
SURVEYMONK T 43986419	FD: Operating Expense	468.00
AMZN MKTP US HG0WF7ZP1	PD - Office Supplies	9.79
RADISSON	PRCS- Expenses	26.82
RADISSON	PRCS- Expenses	478.29
RADISSON	PRCS-Conference	505.11
SQ VALET - PARKING MA	PRCS- Expenses	93.49
SQ VALET - PARKING MA	PRCS-conference parking	155.82
RADISSON	PRCS - Conference Expense	505.11
SQ VALET - PARKING MA	PRCS - Conference Expense	93.49
123.NET, INC.	FACILITES - Utilities - Telephone	1,731.94
GRAND SIERRA ADV DEP	CR Conference	133.68
	MGR: Reimbursement	(194.47)
AMZN MKTP US H55FN7UD2	FD: Operating Supplies	58.93
MICHIGAN LIBRARY ASSOC	LIB:Conferences	25.00
USPS STAMPS ENDICIA	LIB:Postage	50.00
HUB STADIUM NOVI	PD: Operating Expense	1,115.00
DELTA	CR Conference	976.40
AMZN MKTP US HG5CF7O81	PRCS-Civic Center Expense	27.98
LANSING CENTER LOTS TI	MPARKS Conference	10.00
CLYDE ROAD	PD: Gas	69.18
DELTA	CR: GSMCON 2023	686.40
CELLEBRITE INC.	PD: Operating Expense	4,880.00
WM SUPERCENTER #5893	OAS event supplies	20.60
AMZN MKTP US HG49X6E00	CR - Video	58.97
PAYPAL RODZINAINDU	ASSES: supplies	27.37
CONSUMERS ENERGY CO	FACILITIES - Utilities - Gas	26,882.49
AMZN MKTP US H56UQ96A2	Display frames	23.74
TELNETWORLDWIDE	TELNET 1042	900.52
AMZN MKTP US HG5639EP0	PD: Supplies	22.99
NFPA NATL FIRE PROTECT	FD - Operating	79.95
IN 2X SERVICES LLC	PD - Refund	(800.00)
WWW.PEACHJAR.COM	CD: Flyer Marketing	300.00
AMAZON.COM HG60E9NX0 A	PRCS-Program Equipment	618.36
EB MICHIGAN HR DAY 20	LIB:Conference	100.00
MI STATE POLICE PMTS	FD - Conference	400.00
WWW.PEACHJAR.COM	PRCS-Marketing Expense	150.00
NORTH GRAND RAMP TIBA	ED event	15.00
GOOGLE GOOGLE STORAGE	CR -Video	9.99
WHITLOCK BUSINESS SYST	Assessing - Postage for notices	10,722.86
WHITLOCK BUSINESS SYST	Assessing - Print notices	4,035.29
ABPA	W&S memberships, dues	105.00
SUGAR BEACH RESORT	FD: Conference	328.82
PANERA BREAD #608009 O	MGR: Committee Food	155.34
AMZN MKTP US HG6YI7Z20	I.S. - Hardware	180.50
CLYDE ROAD	PD; Gas	55.96
AMZN MKTP US H53XF2WJ0	PD: Supplies	21.99
ATLANTIC SIGNAL LLC	PD - SRT	170.00
GRAND TRAV RESORT	FD - Conference	318.70
AMZN MKTP US H59U78G11	PD - Office Supplies	219.38
AMZN MKTP US H52202G11	PRCS- Expenses	244.04
AMAZON.COM HG9PM3ON0 A	PRCS-Civic Center Expense	135.00
AMZN MKTP US H53R47PT1	PRCS-Civic Center Operations	36.49
CENTURYLINK LUMEN	FACILITIES - Utilities - Cable	257.79
AMZN MKTP US H55D170D2	CR - Video	74.99

MEMBERSHIP & PROGRAMS	MGR - Membership and Dues	474.60
AMZN MKTP US H550K40E1	PD - Office Supplies	110.95
AMZN MKTP US H53WF8T01	PRCS-Program Equipment	474.23
AMZN MKTP US H56K484I2	PD - Office Supplies	24.69
AMZN MKTP US H52183KE0	PD - Office Supplies	9.31
AMZN MKTP US H53GJ43N1	PRCS- Expenses	250.00
PANERA BREAD #608009 O	CR: Employee Appreciation Day	108.95
AMAZON.COM H50YY66P0	PRCS- Expenses	175.56
PANERA BREAD #608009 O	CR: Employee Appreciation Day	91.16
PANERA BREAD #608009 O	CR: Employee Appreciation Day	108.95
PANERA BREAD #608009 O	CR: Employee Appreciation Day	91.16
PANERA BREAD #608009 O	CR: Employee Appreciation Day	73.37
AMAZON.COM H52AG0LW1	Phone case	43.91
WWW.PEACHJAR.COM	PRCS- Expenses	200.00
SP WHOLESALEBINGOSUP	PRCS-OAS Social Supplies	179.45
DELTA	Clerk - Conference	318.90
IIMC	Clerk - Conference	625.00
TRAVELOCITY 7250374473	Clerk - conference	29.51
CIT INTERNATIONAL	PD - Training	550.00
REALCOMP II LTD	Realcomp MLS membership	201.00
SPIRIT AIRLINES-SPIRIT	Clerk - Conference	61.89
APT US&C	Treas - Conference	69.00
SAVANCE LLC	IT - Software Renewal	500.00
U-HAULNOVI FEED LLC	UHAUL	97.01
APPLE.COM/BILL	LIB:Computer Supplies& software	0.99
MICHIGAN ASSOCIATION O	FD: Dues	255.00
AMZN MKTP US HD5RW5KF2	I.S. - Battery	19.48
WWW.MCLS.ORG	LIB:Conferences	80.00
MICHIGAN ASSOC OF CHIE	PD - Conference	280.00
MICHIGAN ASSOC OF CHIE	PD - Conference	280.00
KROGER #361	PD - Conference	14.98
AMZN MKTP US HD2O95K51	PD - Office Supplies	161.96
FEDEX 566819365	DPW: FedEx	173.17
AMZN MKTP US HD7UU0262	TREAS: supplies	7.14
AMZN MKTP US HD70E5KD1	Clerk - Supplies	188.09
SPEEDWAY 02202 10 MILE	U Haul Gas	21.68
AMAZON WEB SERVICES	WS-Hosting Fee	0.15
SHANTY CREEK RESORTS -	PD - Conference	216.00
SHANTY CREEK RESORTS -	PD - Conference	189.95
ALDI 67094	OAS PROGRAM SUPPLIES	18.94
PLANET HOLLYWD ADV DEP	Conference Hotel	294.90
MACEO	Training Registration	175.00
MACEO	Training Registration	175.00
MISSION BBQ - GLEN BUR	PD - Conference	187.08
AMZN MKTP US HD4B20BN2	PD - Office Supplies	20.08
AMZN MKTP US HD8J49HT2	PD - Employee Recognition	9.77
AMZN MKTP US HD2KZ58E1	FM: Office Supplies	107.96
WAVE - ALL STAR PRODU	PRCS-Event supplies	1,295.00
DUCK LAKE	PD: Gas	40.61
EGLE WATER USE	DPW - Project Permit Fee	204.00
IN TOTAL TESTING	Testing	20.00
YOURMEMBERSHIP, INC.	DOT Random Testing	150.00
GARLAND LODGE AND RESO	PD - Prepay Conference	425.00
GREATLAND.COM	FIN: Tax Forms	128.18
AMZN MKTP US HD55J55I2	PD: Operating Supplies	87.75
AMAZON.COM HD1RG0XE2	PRCS- Expenses	18.99
FREEP.COM	MGR - Subscriptions	11.99
TEACHERSPAYTEACHERS.CO	LIB:Program	7.00
KROGER #361	PD - Conference	36.61
FACEBK ZKJVKK3F42	PRCS Expenses	40.00
FACEBK ZKJVKK3F42	PRCS- Expenses	20.00
FACEBK ZKJVKK3F42	PRCS- Expenses	10.00
SEC OF STATE BRANCH 43	PD-VM	130.00
ELAVON SERVICE FEE	PD-VM	2.70
AT HOME STORE 176	State of the City Supplies	299.92
NRPA OPERATING	PRCS: Conferences & Workshops	70.00
NRPA OPERATING	PRCS: Conferences & Workshops	70.00
FASTENAL COMPANY 01MID	Hardware	38.38
WWW.VOLGISTICS.COM	Man - Volunteer Software	214.00
GRIMCO INC	Sign Shop Signing Supplies	275.75
GRIMCO INC	Sign Making Supplies	318.16
AMAZON.COM H52BY04V0 A	I.S. - iPad Accessory	149.48
	LIB:Computer Supplies	(0.99)

MUNIWEB KALAHARI RESORT- OH -	LIB: Computer Supplies	(0.99)
	PD: Dues	60.00
	PD - SRT	119.00
	LIB:Computer Supplies	(0.99)

GRAND TOTAL		<u><u>\$ 3,925,357.51</u></u>
GENERAL FUND	101	863,197.87
MAJOR STREET FUND	202	71,698.82
LOCAL STREET FUND	203	212,369.15
MUNICIPAL STREET FUND	204	190,920.64
PARKS, REC & CULTURAL SVCS FUND	208	61,544.67
DRAIN FUND	211	168,412.80
TREE FUND	213	89,892.40
RUBBISH COLLECTION FUND	226	176,526.50
LIBRARY FUND	271	53,816.82
LIBRARY CONTRIBUTION FUND	272	142.92
COMMUNITY DVLPMNT BLOCK GRANT FUND	274	7,096.25
STREET LIGHTING 204108 - TOWN CENTER ST	287	3.64
CAPITAL IMPROVMENT PRGRM (CIP) FUND	401	21,265.00
GUN RANGE FACILITY FUND	409	24,000.00
ICE ARENA FUND	570	497,220.00
SENIOR HOUSING FUND	574	6,935.97
WATER AND SEWER FUND	592	1,292,304.48
SELF INSURANCE - HEALTH CARE FUND	677	14,960.00
AGENCY FUND	701	173,049.58
GRAND TOTAL		<u><u>\$ 3,925,357.51</u></u>