



CITY COUNCIL AGENDA

CITY OF NOVI
Regular City Council Meeting

February 09, 2026 | 7:00 PM

Council Chambers | Novi Civic Center | 45175 Ten Mile Road
(248) 347-0460

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL – Mayor Fischer, Mayor Pro Tem Casey, Council Members Gurumurthy, Heintz, Martinez, Smith, Staudt

APPROVAL OF AGENDA

PUBLIC HEARINGS

PRESENTATIONS

[Capital](#) Improvement Program (CIP) Millage

REPORTS

1. Manager/Staff
2. Attorney

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

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

MATTERS FOR COUNCIL ACTION

- [1.](#) Consideration of the award of the Village Wood Road Reconstruction project contract to Fonson Company, Inc, in the amount of \$1,527,724.
- [2.](#) Approval of resolution to authorize Budget Amendment #2026-3
- [3.](#) Consideration of Ordinance 26-184.01 to amend the City of Novi Code of Ordinances, Chapter 16, "Garbage and Refuse", to allow for rates to be set by user fee. **FIRST READING**

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

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

COMMITTEE REPORTS

1. Ordinance Review Committee - Mayor Fischer
2. Environmental Sustainability Committee - Councilmember Smith

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:
January 26, 2026 - Regular Meeting
- [B.](#) Approval of request to transfer ownership of an existing 2025 Class C license from CH Novi LLC to Bloomfield 14, LLC (dba Emagine Theater), located at 44425 W Twelve Mile Rd., Novi, MI 48377.
- [C.](#) Approval of Traffic Controls Order 26-01 through 26-10 for various regulatory signs for Bolingbrooke Lane, Ellesmere Circle, and Yardley Drive within the Bolingbrooke subdivision.
- [D.](#) Conditional approval of a Pawnbroker License requested by Thomas Blaine, Novi Jewelry & Coin, Inc., located at 41990 Grand River Avenue.
- [E.](#) Approval of Resolution authorizing a Renewal of a Uniform Video Service Local Franchise Agreement with DIRECTV, LLC, as transferee of AT&T Michigan.
- [F.](#) Approval to award an annual contract to Eganix, Inc., for a FOG (Fats, Oils and Grease) Prevention Program.
- [G.](#) Approval of an annual contract with KUBRA for use of their water utility customer portal, Dropcountr, in the amount of \$26,231 per year. The contract term is three years.
- [H.](#) Enter Executive Session immediately following the regular meeting of February 9, 2026, in the Council Annex for the purpose of discussing union negotiations.
- [I.](#) Approval of claims and warrants – Warrant 1196

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.

2016 Capital Improvement Program (CIP) Millage Renewal

City of Novi | Feb 9, 2026



What is the CIP Millage?



Approved by
voters: August
2016



10-year
millage, up to
1.0 mills



Funds capital
projects only
(no operations/
payroll)



Supports
parks,
facilities,
pathways, fire
apparatus,
and
infrastructure

Major Accomplishments (2017–Present)

Lakeshore Park building/renovations

Park land acquisitions/preservation and shoreline stabilization

Greenway/ITC Trail and sidewalk improvements

Fire apparatus replacements –
3 engines, 1 Ladder

DPW expansion

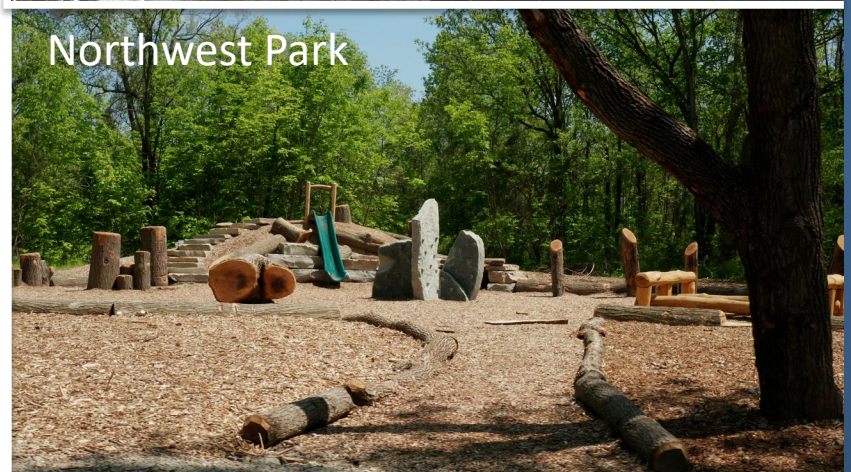
Splash pad, pickleball courts, and boardwalk repairs

LAKESHORE PARK BUILDING & RENOVATIONS



Parkland Acquisition

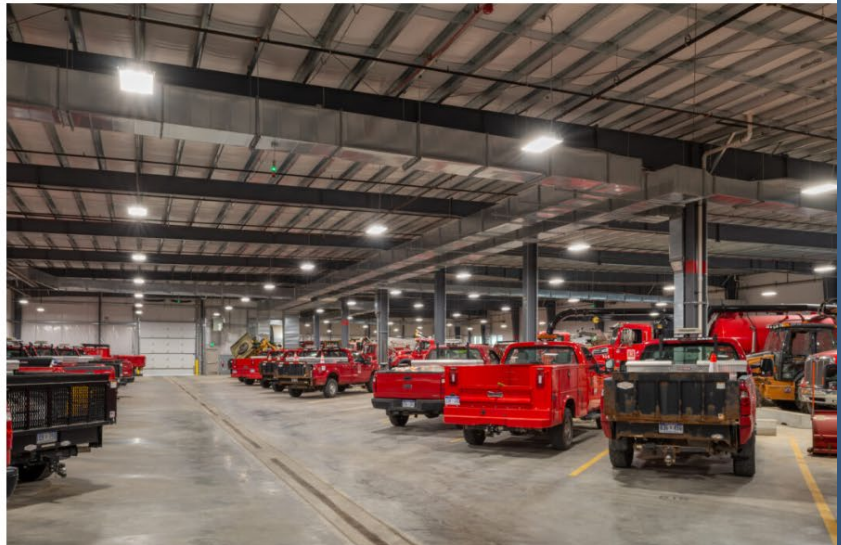
Added more than 160 acres



Property Acquisition & Preservation



DPW EXPANSION AND REDESIGN



JESSICA'S SPLASH PAD



Why Consider Renewal Now?

Current millage expires in FY 2027 (last tax collection July 2026)

Provides stable funding for capital needs

Supports long-range planning

Decision #1: Election Timing

Option A

August 2026 ballot

Option B

November 2026 ballot

Key
Deadlines

May 12 for August; August 11 for November

Decision #2: Millage Duration

Option A: 10-year renewal

Option B: 20-year renewal

Option C: Indefinite
(requires Charter
Amendment)

Decision #3: Millage Rate

Option A: Return to 1.0 mills
(\$5,164,810)

Option B: Keep current
Headlee-rolled back rate
(~0.9491 = \$4,902,010)

*all based on 2025 TV

*annually

The next 10 or 20 years

What could the proceeds from the renewal go toward:

ITC Park Renovation and development of acquired adjacent land

Community Center/Senior Activity Space

Fire Apparatuses

Additional land acquisition/preservation

Continued sidewalk/boardwalk investments

Next Steps

Council to make final decisions on **timing, duration, and rate**

Staff will draft ballot language and revenue projections

Staff will develop public engagement strategy



CITY OF NOVI CITY COUNCIL
FEBRUARY 9, 2026

SUBJECT: Consideration of the award of the Village Wood Road Reconstruction project contract to Fonson Company, Inc, in the amount of \$1,527,724.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- The project includes the reconstruction of Village Wood Road between Cranbrooke Dr and Haggerty Rd, along with the installation of storm sewer and 6-foot sidewalk on the north side of the road.

FINANCIAL IMPACT

	FY 2025/26 Budget
EXPENDITURE REQUIRED	\$ 1,527,723.50 Construction \$ 160,301.87 Engineering Services \$ 1,688,025.37 TOTAL
BUDGET LOCAL STREET FUND 203-449.30-975.155 DRAIN FUND 211-445.00-975.126	 \$ 1,771,908.00 Road and sidewalk \$ 299,501.00 Storm sewer \$ 1,986,485.92 TOTAL
APPROPRIATION REQUIRED	\$ 0
FUND BALANCE IMPACT	\$ 0
Budget includes current estimated total project costs for construction (construction engineering, crew days, material testing, contingency, etc.), which is \$1.9M.	

BACKGROUND INFORMATION:

City engineering consultant, AECOM, assisted City staff with design of a Village Wood Road Reconstruction project between Cranbrooke Drive and Haggerty Road. Village Wood Road is a local residential collector road off Haggerty Road, north of 9 Mile Road. The asphalt pavement is in poor condition and in need of reconstruction. This

project will reconstruct the road in addition to enclosing ditches (addressing Section 25 drainage), adding curb and gutter, and constructing a 6-foot sidewalk on the north side of the road. The existing ditch and shoulder on the north side of the road will be replaced with sidewalk and curb and gutter. Cars will not be able to park on the shoulder due to the curb and gutter.

The project was advertised for public bids on January 6, 2026. Fourteen (14) bids were received and opened on January 27, 2026, following the solicitation period. Fonson Company, Inc is recommended in the best interest of the City as it is responsive and complies with all the requirements of the bidding instructions. The award recommendation letter, including the bid tabulation, is attached.

Contractor	Total Bid*
Fonson Company, Inc	\$1,579,723.50
Toebe Construction, LLC	\$1,615,000.00
Springline Excavating, LLC	\$1,637,518.90
Asphalt Specialists, LLC	\$1,641,578.00
DiPonio Contracting, LLC	\$1,661,044.90

***Crew Days are included to compare bids but not included in the award. See bid tabulation for all bids received.**

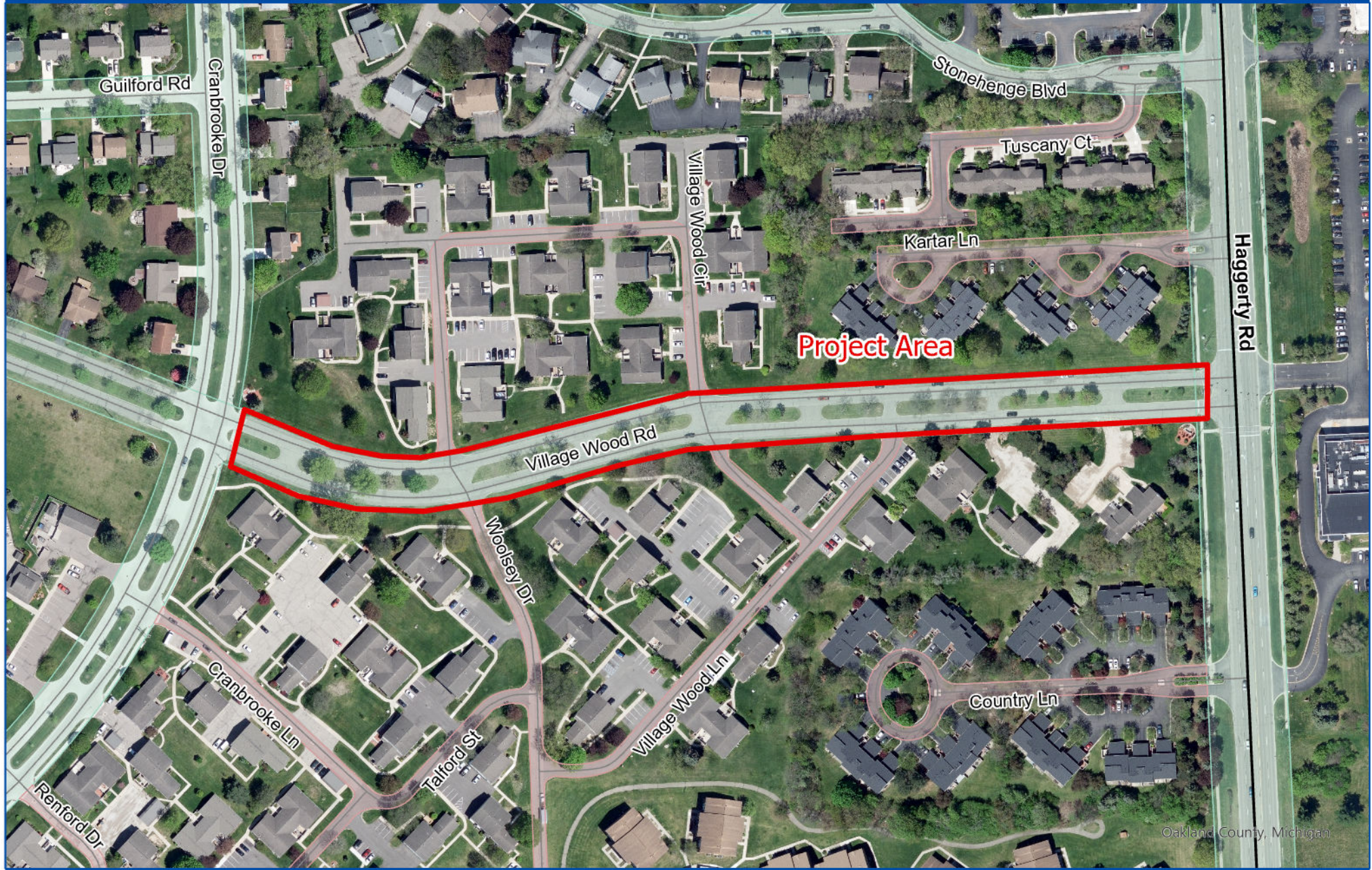
The contract administration and geotechnical engineering services related to this project will be awarded to the following pre-qualified firms using the fee percentages in the Agreements for Professional Engineering Services and Geotechnical Engineering Services for Public Projects.

AECOM	Contract Administration	5.5% of the construction award	\$84,024.79
	Crew Days	\$800 daily inspection fee x 65 days	\$52,000.00
G2	Material testing services	2% of the construction award	\$24,277.08
TOTAL			\$160,301.87

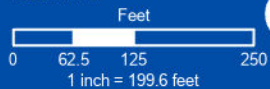
Construction is expected to start this June and last until mid-September.

RECOMMENDED ACTION: Approval to award the Village Wood Reconstruction project contract to Fonson Company, Inc, the qualified low bidder, in the amount of \$1,527,724.

Village Wood Road Reconstruction



Map Author: Runkel
Date: 1-28-26
Project: Village Wood
Version #: 1.0



Right of Way

 Dedicated

 Prescriptive

 Highway Easement

 Private



City of Novi

Geospatial Resources Division
Integrated Solutions Dept.
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org



January 28, 2026
Mr. Ben Croy, PE
City of Novi
Engineering Department
26300 Lee BeGole Drive
Novi, MI 48375

Reference: Bid Analysis and Contract Award Recommendation
Village Wood Road Reconstruction
AECOM Project Number 60751534

Dear Mr. Croy:

Attached is the Bid Tabulation for the above referenced project. Fourteen bids were received and opened on January 27, 2026. Competition appears to have been very good. Mathematical errors were noted in the fourth, eighth, and twelfth highest bidders. The errors did not impact the order of the bidders.

The low bid is lower than the Engineer's Estimate for the Project.

Fonson Company, the low bidder for the project, has performed many projects for the City of Novi. The bonding company listed in the Statement of Qualifications has an AM Best rating that exceeds the minimum requirements.

We recommend award of contract for the contract work to Fonson Company for \$1,579,723.50. The amount bid for Inspection (Crew Days) is not included in the award amount.

Please feel free to contact me if you need anything else or wish to discuss the project.

Sincerely,

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

Sean Kelsch, P.E.
Project Manager

cc: Mark Koskinen, AECOM

City of Novi
Village Wood Road Reconstruction
Tabulation of Bids
Bid Opening: 1/27/2026

Item No.	Item Description	Unit	Total Bid Quantity	Engineers Estimate		Fonson Company, Inc		Toebe Construction, LLC		Springline Excavating, LLC		Asphalt Specialists, LLC		DiPorio Contracting, LLC		Pro-Line Asphalt Paving Corp		Ajax Paving Industries, Inc		Cadillac Asphalt, LLC		Angelo lafrate Construction		Main Street Contracting, Inc.		Artisan Contracting of MI		Nagle Paving Company		Anglin Civil, LLC		Allied Construction Co	
				Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost
1	Mobilization (10%)	LSUM	1	\$135,391.66	\$135,391.66	\$150,000.00	\$150,000.00	\$158,847.00	\$158,847.00	\$115,000.00	\$115,000.00	\$135,000.00	\$135,000.00	\$135,000.00	\$135,000.00	\$120,000.00	\$120,000.00	\$170,000.00	\$170,000.00	\$165,809.08	\$165,809.08	\$170,000.00	\$170,000.00	\$186,700.00	\$186,700.00	\$185,000.00	\$185,000.00	\$75,000.00	\$75,000.00	\$198,186.00	\$198,186.00	\$75,000.00	\$75,000.00
2	Pre-Construction Audio Visual	LSUM	1	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$1,000.00	\$1,000.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$975.00	\$975.00	\$875.00	\$875.00	\$1,200.00	\$1,200.00
3	Erosion Control, Silt Fence	Fi	3,000	\$3.00	\$9,000.00	\$2.69	\$8,070.00	\$2.00	\$6,000.00	\$4.00	\$12,000.00	\$1.75	\$5,250.00	\$2.00	\$6,000.00	\$2.58	\$7,740.00	\$2.58	\$7,740.00	\$2.58	\$7,740.00	\$2.25	\$6,750.00	\$2.50	\$7,500.00	\$2.00	\$6,000.00	\$1.65	\$4,950.00	\$3.20	\$9,600.00	\$3.50	\$10,500.00
4	Erosion Control, Inlet Protection, Fabric Drop	Ea	42	\$150.00	\$6,300.00	\$114.62	\$4,814.04	\$132.00	\$5,544.00	\$186.00	\$7,812.00	\$150.00	\$6,300.00	\$90.00	\$3,780.00	\$80.00	\$3,360.00	\$114.00	\$4,788.00	\$114.00	\$4,788.00	\$125.00	\$5,250.00	\$50.00	\$2,100.00	\$150.00	\$6,300.00	\$110.00	\$4,620.00	\$112.04	\$4,705.68	\$100.00	\$4,200.00
5	Pavt, Rem	Syd	6	\$50.00	\$300.00	\$77.00	\$462.00	\$13.00	\$78.00	\$35.00	\$210.00	\$105.00	\$630.00	\$40.00	\$240.00	\$100.00	\$600.00	\$34.00	\$204.00	\$34.00	\$204.00	\$77.00	\$462.00	\$70.00	\$350.00	\$13.00	\$78.00	\$60.00	\$360.00	\$22.97	\$137.82	\$85.00	\$510.00
6	HMA Surface, Rem	Syd	9,116	\$4.00	\$36,464.00	\$2.95	\$26,980.80	\$3.00	\$27,348.00	\$4.50	\$41,022.00	\$3.50	\$31,906.00	\$4.00	\$36,464.00	\$3.00	\$27,348.00	\$2.95	\$26,892.20	\$4.50	\$41,022.00	\$3.50	\$31,906.00	\$5.00	\$45,580.00	\$6.00	\$54,696.00	\$4.25	\$38,743.00	\$4.39	\$40,019.24	\$4.75	\$43,301.00
7	Curb and Gutter, Rem	Fi	3,364	\$10.00	\$33,640.00	\$5.35	\$17,661.00	\$5.00	\$16,820.00	\$9.00	\$30,276.00	\$6.50	\$21,866.00	\$7.00	\$23,548.00	\$6.00	\$20,184.00	\$6.00	\$20,184.00	\$6.00	\$20,184.00	\$7.00	\$23,548.00	\$7.00	\$23,548.00	\$7.00	\$23,548.00	\$11.00	\$37,004.00	\$7.50	\$25,230.00	\$8.45	\$28,425.80
8	Sidewalk, Rem	Syd	42	\$45.00	\$1,890.00	\$17.79	\$747.18	\$13.00	\$546.00	\$12.00	\$504.00	\$21.00	\$882.00	\$20.00	\$840.00	\$25.00	\$1,050.00	\$14.62	\$614.04	\$14.62	\$614.04	\$20.00	\$840.00	\$13.50	\$567.00	\$10.00	\$420.00	\$18.00	\$756.00	\$10.77	\$452.34	\$27.50	\$1,155.00
9	Sewer, Rem, Less than 24 inch	Fi	373	\$24.00	\$8,952.00	\$16.83	\$6,277.59	\$25.00	\$9,325.00	\$19.00	\$7,087.00	\$22.00	\$8,206.00	\$20.00	\$7,460.00	\$19.00	\$7,087.00	\$16.73	\$6,240.29	\$16.73	\$6,240.29	\$19.00	\$7,087.00	\$30.00	\$11,190.00	\$20.00	\$7,460.00	\$35.75	\$13,334.75	\$31.80	\$11,861.40	\$135.00	\$50,355.00
10	Culv, Rem, Less than 24 inch	Ea	5	\$700.00	\$3,500.00	\$1,212.58	\$6,062.90	\$1,546.00	\$7,730.00	\$624.00	\$3,120.00	\$600.00	\$3,000.00	\$300.00	\$1,500.00	\$624.00	\$3,120.00	\$1,205.80	\$6,029.00	\$1,205.80	\$6,029.00	\$1,155.00	\$5,775.00	\$275.00	\$1,375.00	\$830.00	\$4,150.00	\$1,276.00	\$6,380.00	\$4,230.79	\$21,153.95	\$3,200.00	\$16,000.00
11	Dr Structure, Rem	Ea	5	\$600.00	\$3,000.00	\$646.77	\$3,233.85	\$577.00	\$2,885.00	\$1,175.00	\$5,875.00	\$600.00	\$3,000.00	\$600.00	\$3,000.00	\$1,175.00	\$5,875.00	\$644.11	\$3,220.55	\$644.11	\$3,220.55	\$395.00	\$1,975.00	\$700.00	\$3,500.00	\$600.00	\$3,000.00	\$1,276.00	\$6,380.00	\$1,583.97	\$7,919.85	\$2,800.00	\$14,000.00
12	Tree and Stump, Rem, 6 inch to 18 inch	Ea	2	\$800.00	\$1,600.00	\$800.00	\$1,600.00	\$500.00	\$1,000.00	\$800.00	\$1,600.00	\$800.00	\$1,600.00	\$750.00	\$1,500.00	\$800.00	\$1,600.00	\$1,000.00	\$2,000.00	\$800.00	\$1,600.00	\$800.00	\$1,600.00	\$900.00	\$1,800.00	\$450.00	\$900.00	\$2,500.00	\$5,000.00	\$1,648.01	\$3,296.02	\$2,500.00	\$5,000.00
13	Tree Protection	Ea	44	\$150.00	\$6,600.00	\$74.28	\$3,268.32	\$111.00	\$4,884.00	\$135.00	\$5,940.00	\$62.00	\$2,728.00	\$80.00	\$3,520.00	\$150.00	\$6,600.00	\$73.93	\$3,252.92	\$73.93	\$3,252.92	\$150.00	\$6,600.00	\$150.00	\$6,600.00	\$100.00	\$4,000.00	\$100.00	\$4,000.00	\$249.57	\$10,981.08	\$125.00	\$5,500.00
14	Excavation, Earth	Cyd	4,473	\$18.00	\$80,514.00	\$22.17	\$99,166.41	\$22.00	\$98,406.00	\$23.00	\$102,879.00	\$22.00	\$98,406.00	\$25.00	\$111,825.00	\$22.00	\$98,406.00	\$23.00	\$102,879.00	\$23.00	\$102,879.00	\$22.00	\$98,406.00	\$30.00	\$134,190.00	\$24.50	\$109,588.50	\$37.00	\$165,501.00	\$20.58	\$92,054.34	\$28.97	\$129,582.81
15	Embankment, CIP	Cyd	2,129	\$10.00	\$21,290.00	\$24.52	\$52,203.08	\$12.00	\$25,548.00	\$13.00	\$27,677.00	\$6.00	\$12,774.00	\$20.00	\$42,580.00	\$22.00	\$46,838.00	\$25.00	\$53,225.00	\$25.00	\$53,225.00	\$8.00	\$17,032.00	\$20.00	\$42,580.00	\$23.00	\$49,967.00	\$32.75	\$106,724.75	\$47.58	\$101,297.82	\$38.50	\$81,965.50
16	Prepared Soil	Cyd	387	\$5.00	\$1,935.00	\$55.00	\$21,285.00	\$134.00	\$51,858.00	\$55.00	\$21,285.00	\$80.00	\$30,960.00	\$62.50	\$24,187.50	\$60.00	\$30,960.00	\$80.00	\$30,960.00	\$55.00	\$21,285.00	\$50.00	\$19,350.00	\$44.00	\$17,028.00	\$99.00	\$38,313.00	\$92.16	\$36,665.92	\$88.75	\$34,346.25	\$16.75	\$19,513.75
17	Aggregate Base, 21AA Limestone, 4 inch	Syd	11,650	\$10.00	\$116,500.00	\$12.29	\$143,178.50	\$11.00	\$128,150.00	\$8.00	\$93,200.00	\$6.60	\$76,890.00	\$12.00	\$139,800.00	\$13.00	\$151,450.00	\$12.24	\$142,596.00	\$12.24	\$142,596.00	\$14.00	\$16,310.00	\$18.00	\$20,970.00	\$16.00	\$16,640.00	\$12.70	\$14,795.50	\$12.38	\$14,422.78	\$16.75	\$19,513.75
18	Aggregate Base, 21AA Limestone, 8 inch	Syd	8,476	\$17.00	\$144,092.00	\$14.95	\$126,716.20	\$17.00	\$144,092.00	\$15.00	\$127,140.00	\$11.50	\$97,474.00	\$20.00	\$169,520.00	\$17.00	\$144,092.00	\$15.50	\$131,378.00	\$15.50	\$131,378.00	\$17.00	\$144,092.00	\$20.25	\$171,639.00	\$20.00	\$169,520.00	\$16.25	\$137,735.00	\$17.80	\$150,872.80	\$19.65	\$166,553.40
19	Triaxial Geogrid	Syd	7,802	\$4.00	\$31,208.00	\$2.05	\$15,994.10	\$3.00	\$23,406.00	\$3.50	\$27,307.00	\$3.00	\$23,406.00	\$2.00	\$15,604.00	\$3.50	\$27,307.00	\$3.50	\$27,307.00	\$3.50	\$27,307.00	\$3.50	\$27,307.00	\$5.00	\$39,010.00	\$8.00	\$62,416.00	\$3.35	\$26,136.70	\$5.58	\$43,535.16	\$1.95	\$15,213.90
20	Subgrade Undercutting, Special, 1 x 3	Cyd	300	\$75.00	\$22,500.00	\$60.00	\$18,000.00	\$170.00	\$51,000.00	\$70.00	\$21,000.00	\$70.00	\$21,000.00	\$60.00	\$18,000.00	\$70.00	\$21,000.00	\$72.05	\$21,615.00	\$72.05	\$21,615.00	\$69.00	\$20,700.00	\$85.00	\$25,500.00	\$70.00	\$21,000.00	\$105.00	\$31,500.00	\$97.90	\$29,370.00	\$85.00	\$25,500.00
21	Sidewalk, Conc, 4 inch	Slt	8,364	\$6.00	\$50,184.00	\$5.00	\$46,002.00	\$5.00	\$46,002.00	\$5.00	\$46,002.00	\$5.00	\$46,002.00	\$5.00	\$46,002.00	\$5.00	\$46,002.00	\$5.25	\$43,911.00	\$5.25	\$43,911.00	\$5.00	\$41,820.00	\$5.50	\$46,002.00	\$5.25	\$43,911.00	\$6.15	\$51,438.60	\$5.50	\$46,002.00	\$5.50	\$46,002.00
22	Curb Ramp, Conc, 6 inch	Slt	629	\$9.00	\$5,661.00	\$11.00	\$6,919.00	\$11.00	\$6,919.00	\$11.00	\$6,919.00	\$11.00	\$6,919.00	\$11.00	\$6,919.00	\$11.00	\$6,919.00	\$11.00	\$6,919.00	\$11.00	\$6,919.00	\$6.00	\$3,774.00	\$9.00	\$5,661.00	\$11.00	\$6,919.00	\$12.50	\$7,862.50	\$12.00	\$7,548.00	\$11.00	\$6,919.00
23	Detectable Warning Surface	Fi	49	\$65.00	\$3,185.00	\$80.00	\$3,920.00	\$55.00	\$2,695.00	\$55.00	\$2,695.00	\$55.00	\$2,695.00	\$55.00	\$2,695.00	\$55.00	\$2,695.00	\$55.00	\$2,695.00	\$45.00	\$2,205.00	\$48.00	\$2,352.00	\$80.00	\$3,920.00	\$60.00	\$2,940.00	\$90.00	\$4,410.00	\$80.00	\$3,920.00	\$60.50	\$2,964.50
24	Curb Ramp Opening, Conc	Fi	40	\$30.00	\$1,200.00	\$25.50	\$1,020.00	\$22.00	\$880.00	\$21.50	\$900.00	\$21.50	\$900.00	\$21.50	\$900.00	\$22.00	\$880.00	\$21.50	\$900.00	\$22.50	\$900.00	\$21.00	\$1,890.00	\$25.50	\$2,295.00	\$22.00	\$1,980.00	\$29.00	\$2,610.00	\$25.50	\$2,295.00	\$23.65	\$2,128.50
25	Curb and Gutter, Conc, Det F4	Fi	3,060	\$24.00	\$73,440.00	\$23.50	\$71,910.00	\$22.0																									

BID
For
Village Wood Road Reconstruction

Bid of Fonson Company, Inc. hereinafter called Bidder,
organized and existing under the laws of or a resident of the State of Michigan, doing business as
a Corporation *

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

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

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

Addendum No.	Addendum Date
<u>1</u>	<u>1/23/2026</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

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

BID					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization (10% Max.)	LSUM	1	\$ 150,000.00	\$ 150,000.00
2	Pre-Construction Audio Visual	LSUM	1	\$ 3,000.00	\$ 3,000.00
3*	Erosion Control, Silt Fence	Ft	3,000	\$ 2.69	\$ 8,070.00
4	Erosion Control, Inlet Protection, Fabric Drop	Ea	42	\$ 114.62	\$ 4,814.04
5	Pavt, Rem	Syd	6	\$ 77.00	\$ 462.00
6	HMA Surface, Rem	Syd	9,116	\$ 2.85	\$ 25,980.60
7	Curb and Gutter, Rem	Ft	3,364	\$ 5.25	\$ 17,661.00



CITY OF NOVI

BID					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
8	Sidewalk, Rem	Syd	42	\$ 17.79	\$ 747.18
9	Sewer, Rem, Less than 24 inch	Ft	373	\$ 16.83	\$ 6,277.59
10	Culv, Rem, Less than 24 inch	Ea	5	\$ 1,212.58	\$ 6,062.90
11	Dr Structure, Rem	Ea	5	\$ 646.77	\$ 3,233.85
12	Tree, Rem, 6 inch to 18 inch	Ea	2	\$ 800.00	\$ 1,600.00
13*	Tree Protection	Ea	44	\$ 74.28	\$ 3,268.32
14	Excavation, Earth	Cyd	4,473	\$ 22.17	\$ 99,166.41
15	Embankment, CIP	Cyd	2,129	\$ 24.52	\$ 52,203.08
16	Prepared Soil	Cyd	387	\$ 55.00	\$ 21,285.00
17	Aggregate Base, 21AA Limestone, 4 inch	Syd	1,165	\$ 12.29	\$ 14,317.85
18	Aggregate Base, 21AA Limestone, 8 inch	Syd	8,476	\$ 14.95	\$ 126,716.20
19	Triaxial Geogrid	Syd	7,802	\$ 2.05	\$ 15,994.10
20*	Subgrade Undercutting, Special, 1 x 3	Cyd	300	\$ 60.00	\$ 18,000.00
21	Sidewalk, Conc, 4 inch	Sft	8,364	\$ 5.50	\$ 46,002.00
22	Curb Ramp, Conc, 6 inch	Sft	629	\$ 11.00	\$ 6,919.00
23	Detectable Warning Surface	Ft	49	\$ 80.00	\$ 3,920.00
24	Curb Ramp Opening, Conc	Ft	90	\$ 25.50	\$ 2,295.00
25	Curb and Gutter, Conc, Det F4	Ft	3,060	\$ 23.50	\$ 71,910.00
26	Driveway Opening, Conc, Det M	Ft	558	\$ 29.00	\$ 16,182.00
27	Curb and Gutter, Conc, Det F2, Modified	Ft	2,830	\$ 22.00	\$ 62,260.00
28	HMA, 3EML	Ton	1,254	\$ 122.85	\$ 154,053.90
29	HMA, 5EML	Ton	716	\$ 126.50	\$ 90,574.00
30	HMA Approach	Ton	205	\$ 181.00	\$ 37,105.00
31	Geosynthetic Paving Fabric	Syd	5,636	\$ 7.00	\$ 39,452.00
32	Underdrain, Subgrade, Open-Graded, 6 inch	Ft	2,949	\$ 16.23	\$ 47,862.27
33	Dr Structure, 72 inch dia	Ea	1	\$ 7,037.62	\$ 7,037.62
34	Dr Structure, 60 inch dia	Ea	1	\$ 3,702.61	\$ 3,702.61
35	Dr Structure, 48 inch dia	Ea	16	\$ 2,112.80	\$ 33,804.80
36	Dr Structure, 24 inch dia	Ea	9	\$ 1,244.76	\$ 11,202.84
37	Sewer, Cl A, 18 inch, Tr Det B	Ft	179	\$ 80.43	\$ 14,396.97
38	Sewer, Cl A, 12 inch, Tr Det B	Ft	1,387	\$ 74.00	\$ 102,638.00
39	Dr Structure, Add Depth of 48 inch dia, 8 foot to 15 foot	Ft	2	\$ 157.12	\$ 314.24



CITY OF NOVI

BID					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
40	Dr Structure, Add Depth of 72 inch dia, 8 foot to 15 foot	Ft	3	\$254.28	\$762.84
41	Dr Structure Cover, Type G	Ea	6	\$575.98	\$3,455.88
42	Dr Structure Cover, Type K	Ea	22	\$911.38	\$20,050.36
43	Dr Structure Cover, Type R	Ea	1	\$941.89	\$941.89
44	Dr Structure, Tap, 12 inch	Ea	2	\$450.29	\$900.58
45	Dr Structure, Tap, 18 inch	Ea	3	\$532.50	\$1,597.50
46	Sewer Tap, 12 inch	Ea	1	\$654.93	\$654.93
47	Dr Structure Cover, Adj, Case 1	Ea	5	\$1,126.22	\$5,631.10
48	Dr Structure Cover, Adj, Case 2	Ea	8	\$331.80	\$2,654.40
49	DPW Structure Cover, Adj, Case 2	Ea	10	\$331.80	\$3,318.00
50*	Point-Up Structure	Ea	23	\$756.97	\$17,410.31
51*	Reconstruct Structure	Ft	20	\$196.66	\$3,933.20
52	Hydrant, Adj	Ea	4	\$1,322.71	\$5,290.84
53	Surface Restoration (Min \$30,000.00)	LSUM	1	\$50,000.00	\$50,000.00
54	Maintenance of Traffic	LSUM	1	\$72,566.30	\$72,566.30
55	Permanent Signing	LSUM	1	\$4,598.00	\$4,598.00
56	Permanent Pavement Marking	LSUM	1	\$3,465.00	\$3,465.00
57	Crew Day	Day		\$800.00	\$52,000.00
TOTAL BASE BID PRICE:				\$ 1,579,723.50	

*As directed by the Engineer

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

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to Proceed received.

Substantial Completion shall be by September 15, 2026.

Final Completion shall be by September 30, 2026.

Substantial completion shall include all work, excepting final surface restoration.

The undersigned attaches hereto its Bid security, as required by the Advertisement for Bids and Instructions to Bidders. The undersigned agrees that in case it shall fail to fulfill its obligations under the foregoing Bid, and/or shall fail to furnish bonds, as specified, the OWNER may, at its option determine that the



CITY OF NOVI

undersigned has abandoned its rights and interests in such Contract and that its Bid security accompanying its Bid; has been forfeited to the said OWNER, but otherwise the Bid security shall be returned to the undersigned upon the execution of the Contract and the acceptance of the bonds.

The undersigned also agrees that for each and every calendar day that he may be in default of any of the completion times listed above, the OWNER will suffer a damage of One Thousand Dollars (\$1,000.00) per calendar day, and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with the Agreement.

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

SUBMITTED on January 27th, 2026
Date*

7644 Whitmore Lake Rd.
Street*

Brighton, MI 48116
City, State, ZIP*

810-231-5188
Telephone Number*

810-231-5404
Facsimile Number*

BY: Fonson Company, Inc.
Name of Bidder*

[Signature]
Signature

Kirk Cooley, V.P
Name and Title of Signatory*

*Typed or printed in ink.



CITY OF NOVI



CITY OF NOVI CITY COUNCIL FEBRUARY 9, 2026

SUBJECT: Approval of resolution to authorize Budget Amendment #2026-3

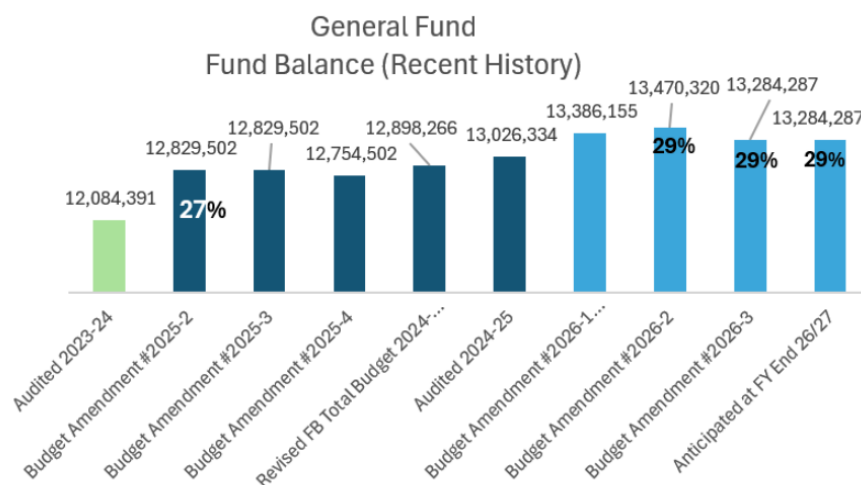
SUBMITTING DEPARTMENT: Finance

KEY HIGHLIGHTS:

- \$188,513 use of General Fund fund balance.
- No net change to Major Street's fund balance. Reduction of Transfer from Municipal Street Fund to Major to account for project changes.
- Parks Fund 208 and Public Improvement Fund 445 have reductions in expenditure budget needed.
- Public Safety Building Fund 464 has no net change. Expenditure budgets need to be established awaiting funds from the spring bond sale.

BACKGROUND INFORMATION:

The City's annual budget is adopted by the third Monday in May each year and is effective July 1st each year. The budget is adopted at a function level (vs. line item). In accordance with the State Budget Act, budget amendments are completed throughout the fiscal year to reflect the most current information available related to revenue and expenditure budgets. Budget amendments that affect the fund balance or change the function total are prepared for Council approval. Amendments between line-items within the same budget function (that do not have any impact on fund balance) are managed at the administration level. The amendments are based on actual and projected activity to date.



The second quarter budget amendment resolution and budget amendment details are attached. Budget Amendment 2026-3 proposes the use of fund balance to support weekend staffing of the City's four fire stations.

RECOMMENDED ACTION: Approval of resolution to authorize Budget Amendment #2026-3.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment# 2026-3 is authorized:

	INCREASE (DECREASE)
GENERAL FUND	
REVENUES	
State Sources	\$ 208,818
Federal Sources	
Donations	
TOTAL REVENUES	\$ 208,818
APPROPRIATIONS	
Assessing Department	
Other Services and Charges	90,500
Police Department	
Other Services and Charges	34,000
Capital Outlay	
Fire Department	
Personnel Services	366,000
Capital Outlay	(93,169)
TOTAL APPROPRIATIONS	\$ 397,331
Net Increase (Decrease) to Fund Balance	\$ (188,513)
Ending Fund Balance	\$13,281,807
Fund Balance as a % of total annual expenditures	28%

**INCREASE
(DECREASE)**

MAJOR STREET FUND	
REVENUES	
Federal Grants	\$ (28,337)
TOTAL REVENUES	\$ (28,337)
APPROPRIATIONS	
Capital Outlay	(28,337)
TOTAL APPROPRIATIONS	\$ (28,337)
Net Increase (Decrease) to Fund Balance	\$ -
Ending Fund Balance	\$1,420,231
Fund Balance as a % of total annual expenditures	10%

MUNICIPAL STREET FUND	
APPROPRIATIONS	
Capital Outlay	\$ 28,337
Transfers Out	(28,337)
TOTAL APPROPRIATIONS	\$ -
Net Increase (Decrease) to Fund Balance	\$ -
Ending Fund Balance	\$1,292,388
Fund Balance as a % of total annual expenditures	8%

**INCREASE
(DECREASE)**

PARKS, RECREATION, & CULTURAL SERVICES FUND		
REVENUES		
Property Tax Revenue	\$	-
TOTAL REVENUES	\$	-
APPROPRIATIONS		
757 Capital Outlay		(122,000)
TOTAL APPROPRIATIONS	\$	(122,000)
Net Increase (Decrease) to Fund Balance	\$	122,000
Ending Fund Balance		
Fund Balance as a % of total annual expenditures		
		\$1,054,155
		24%

**INCREASE
(DECREASE)**

**INCREASE
(DECREASE)**

PUBLIC IMPROVEMENT FUND

APPROPRIATIONS

Capital Outlay	\$	(397,933)
TOTAL APPROPRIATIONS	\$	(397,933)

Net Increase (Decrease) to Fund Balance	\$	<u>397,933</u>
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PUBLIC SAFETY BUILDING FUND

REVENUES

Sale of Bonds		1,675,000
TOTAL REVENUES	\$	<u>1,675,000</u>

APPROPRIATIONS

Capital Outlay	\$	1,675,000
TOTAL APPROPRIATIONS	\$	<u>1,675,000</u>

	\$	<u>-</u>
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I hereby certify that the foregoing is a true and complete copy of a
resolution adopted by the City Council of the City of Novi
at a regular meeting held on January 26, 2026.

Cortney Hanson
City Clerk

<u>GL #</u>	<u>Project/Item Description</u>	<u>Budget Category</u>	<u>Amount</u>
General Fund 101			
Revenues			
101-000.00-543.200	Police Training Grant	State Shared Revenue	34,000
101-000.00-569.001	Other State Grants-Qualified Heavy Equipment Rental Personal Property	State Shared Revenue	150,712
101-000.00-569.002	Other State Grants-Small Business Taxpayer Exemptions	State Shared Revenue	24,106
			<u>\$ 208,818</u>
Expenditures			
101-257.00-806.000	Legal Fees	Other services and charges	65,000
101-257.00-816.900	Tax Tribunal Appraisals	Other services and charges	25,500
101-301.00-957.008	MCOLES-CPE Grant Expenditures	Other services and charges	34,000
101-336.00-704.200	Wages - Stipend (if program continues)	Personnel Services	104,000
101-336.00-705.310	POC firefighters-pretraining	Personnel Services	87,000
101-336.00-705.350	Auxiliary firefighters	Personnel Services	175,000
101-336.00-983.000	Remove Fire vehicle		(93,169)
			<u>\$ 397,331</u>
Net Increase (decrease) to fund balance			\$ (188,513)
Ending Fund Balance		\$13,281,807	
Fund Balance as a % of total annual expenditures		28%	

Major Street Fund 202			
Revenues			
202-000.00-699.204	Transfer from Municipal Street	Transfers in	\$ (28,337)
			<u>\$ (28,337)</u>
Expenditures			
202-449.20-975.226	162-07 Beck Rd Widen(11Mi-Prov Dr/CP Bv)	Capital outlay	(28,337)
			<u>\$ (28,337)</u>
Net Increase (decrease) to fund balance			\$ -
Ending Fund Balance		\$1,420,231	
Fund Balance as a % of total annual expenditures		10%	

Municipal Street Fund 204			
Expenditures			
204-000.00-995.202	Transfer to Major Street	Transfers out	\$ (28,337)
204-446.00-976.222	Bosco-ITC Connector Pathway	Capital outlay	28,337
			<u>\$ -</u>
Net Increase (decrease) to fund balance			\$ -
Ending Fund Balance		\$1,292,388	
Fund Balance as a % of total annual expenditures		8%	

<u>GL #</u>	<u>Project/Item Description</u>	<u>Budget Category</u>	<u>Amount</u>
Parks, Recreation, and Cultural Services Fund 208			
Revenues			
			<u>\$ -</u>
Expenditures			
208-752.00-974.491	ENG085 Asphalt Paths & drain - PowerPark	Capital outlay	\$ (130,000)
208-752.00-977.091	Villa Barr Pathway	Capital outlay	8,000
			<u>\$ (122,000)</u>
Net Increase (decrease) to fund balance			\$ 122,000
Ending Fund Balance		\$1,054,155	
Fund Balance as a % of total annual expenditures		24%	

Public Improvement Fund 445			
Revenues			
			<u>\$ -</u>
Expenditures			
445-441.30-984.037	FLT010 RDS Body Truck	Capital outlay	(195,716)
445-441.30-984.039	FLT011 RDS Body Truck	Capital outlay	(202,217)
			<u>\$ (397,933)</u>
Net Increase (decrease) to fund balance			\$ 397,933
Ending Fund Balance		\$617,989	

Public Safety Building Fund 464			
Revenues			
464-000.00-696.000	Proceeds from long-term debt		\$ 1,675,000
			<u>\$ 1,675,000</u>
Expenditures			
464-309.00-977.044	Public Safety Building		\$ 125,000
464-336.00-975.954	Fire Station 2 - W 13 Mi Rd	Capital outlay	900,000
464-336.00-975.955	Fire Station 3 - Venture Drive	Capital outlay	650,000
			<u>\$ 1,675,000</u>
Net Increase (decrease) to fund balance			\$ -



CITY OF NOVI CITY COUNCIL
FEBRUARY 9, 2026

SUBJECT: Consideration of Ordinance 26-184.01 to amend the City of Novi Code of Ordinances, Chapter 16, "Garbage and Refuse", to allow for rates to be set by user fee. **FIRST READING**

SUBMITTING DEPARTMENT: City Clerk

KEY HIGHLIGHTS:

- Increases in recycling costs and additional tipping (also known as the gate fee at landfills) fees are impacting the General Fund
- Amended language allows for flexibility in adjusting garbage and refuse rates

BACKGROUND INFORMATION:

The City has participated in RRRASOC since the early 2000s and currently sends all curbside recycling collected in Novi to the facility for processing. Rising processing expenses, reflected in market values for recyclable materials, have shifted fluctuating costs to member communities. As a result, recycling expenses have increased as forecasted below.

	2023-24 ACTIVITY	2024-25 ACTIVITY	2025-26 ESTIMATES	2026-27 ESTIMATES
R.R.R.A.S.O.C. Consortium/ Member Contribution	88,980	92,275	131,822	140,000
Recycling center/ HHW Costs	132,461	150,414	160,000	175,000
R.R.R.A.S.O.C Tip Fees			86,700	173,400
Total	221,441	242,689	378,522	488,400

An amendment to the ordinance provides flexibility for recovering costs that exceed bid prices. Under the existing ordinance, the City may charge only the bid prices for trash hauling, which caps the annual service fee at \$145 per household in the current fiscal year. The proposed amendment would allow the City to recover increased recycling processing costs and other service-related expenses, such as hazardous waste collection days or debris collection and removal associated with unforeseen weather events.

This information was presented at the Ordinance Review Committee (ORC) on January 21, 2026. ORC recommended the attached amendment to the ordinance language included in the packet.

RECOMMENDED ACTION: Approval of Ordinance 26-184.01 to amend the City of Novi Code of Ordinances, Chapter 16, "Garbage and Refuse", Article IV, "Collection, Recycling and Disposal," section 16-71, "Rates and Payment to Waste Hauler," and section 16-72, "Rate to be Adopted by Resolution," to allow for rates to be set by user fee. **FIRST READING**

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

ORDINANCE NO. 26-184.01

AN ORDINANCE TO AMEND THE CITY OF NOVI CODE OF ORDINANCES, CHAPTER 16, “GARBAGE AND REFUSE”, ARTICLE IV, “COLLECTION, RECYCLING AND DISPOSAL,” SECTION 16-71, “RATES AND PAYMENT TO WASTE HAULER,” AND SECTION 16-72, “RATE TO BE ADOPTED BY RESOLUTION,” TO ALLOW FOR RATES TO BE SET BY USER FEE.

THE CITY OF NOVI ORDAINS:

PART I. That Chapter 16, “Garbage and Refuse,” Article IV, “Collection, Recycling and Disposal,” Section 16-71, “Collection, Recycling and Disposal,” and Section 16-72, “Rate To Be Adopted by Resolution,” is hereby amended to read as follows:

Sec. 16-71. Rates and payment to waste hauler.

Rates for solid waste collection, recycling and disposal services for residential premises shall be determined and established by the city by resolution from time to time and shall, at a minimum, be sufficient to cover the payment for services provided for in the contract for solid waste collection described herein~~-based upon competitive bids in accordance with this article.~~

Sec. 16-72. ~~Rate to be adopted by resolution.~~ Reserved

~~Following such bidding, the city shall adopt resolutions from time to time specifying the rates. Such resolution shall be published in order to provide notice to the public.~~

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

PART V.

Effective Date. The provisions of this Ordinance are ordered to take effect following publication in the manner prescribed by the Charter of the City of Novi.

PART VI.

Adoption. This ordinance is hereby declared to have been adopted by the Novi City Council in a meeting thereof duly held and called on the ____ day of February, 2026, in order to be given publication in the manner prescribed by the Charter of the City of Novi.

Justin Fischer, Mayor

Cortney Hanson, City Clerk

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

ORDINANCE NO. 26-184.01

AN ORDINANCE TO AMEND THE CITY OF NOVI CODE OF ORDINANCES, CHAPTER 16, “GARBAGE AND REFUSE”, ARTICLE IV, “COLLECTION, RECYCLING AND DISPOSAL,” SECTION 16-71, “RATES AND PAYMENT TO WASTE HAULER,” AND SECTION 16-72, “RATE TO BE ADOPTED BY RESOLUTION,” TO ALLOW FOR RATES TO BE SET BY USER FEE.

THE CITY OF NOVI ORDAINS:

PART I. That Chapter 16, “Garbage and Refuse,” Article IV, “Collection, Recycling and Disposal,” Section 16-71, “Collection, Recycling and Disposal,” and Section 16-72, “Rate To Be Adopted by Resolution,” is hereby amended to read as follows:

Sec. 16-71. Rates and payment to waste hauler.

Rates for solid waste collection, recycling and disposal services for residential premises shall be determined and established by the city by resolution from time to time and shall, at a minimum, be sufficient to cover the payment for services provided for in the contract for solid waste collection described herein.

Sec. 16-72. Reserved

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

PART V.

Effective Date. The provisions of this Ordinance are ordered to take effect following publication in the manner prescribed by the Charter of the City of Novi.

PART VI.

Adoption. This ordinance is hereby declared to have been adopted by the Novi City Council in a meeting thereof duly held and called on the ____ day of February, 2026, in order to be given publication in the manner prescribed by the Charter of the City of Novi.

Justin Fischer, Mayor

Cortney Hanson, City Clerk

**REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, JANUARY 26, 2026, AT 7:00 P.M.**

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

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Fischer, Mayor Pro Tem Casey, Council Members Gurumurthy, Heintz, Martinez, Smith, Staudt

ALSO PRESENT: Victor Cardenas, City Manager
Danielle Mahoney, Assistant City Manager
Tom Schultz, City Attorney

APPROVAL OF AGENDA:

CM 26-01-003 Moved by Martinez, seconded by Casey; MOTION CARRIED: 7-0

To approve the agenda as presented.

**Roll call vote on CM 26-01-003 Yeas: Casey, Gurumurthy, Heintz, Martinez,
Smith, Staudt, Fischer
Nays: None**

PUBLIC HEARINGS: None

PRESENTATIONS:

24/25 Council Goals Final Update

Assistant City Manager Mahoney presented a final update on the latest goal cycle. For context, she said every two years, Council gets together for goal-setting sessions. She presented the goals that were approved in 2024. At that time, City Council divided their strategic priorities into three categories: operate, build and invest. In each of those categories, they had short- and long-term goals. To re-cap, for Q4, she presented 23 Council goals. All the goals under Invest were underway. Two of them were completed. She mentioned some key highlights on Boards and Commissions updates, some development going on at the Town Center area and ongoing accreditation efforts. There has not been much movement since that update. They have completed a few more goals, and some things have moved from "planning" to "in progress." Similar to last time, about 75% of the goals are either in progress or completed. Assistant City Manager Mahoney said they have made some updates to the Board and Commission structure. Staff made recommendations to the Rules Committee that were aligned and presented to Council. These changes streamline the application process to cut down on different timeframes for when they receive applications and when they make appointments. They've developed some internal standard operating procedures to align staff liaisons around standard processes for how they manage the committees, including some loose AI guidelines that have been shared previously. This isn't one of the goals that will be stopping; they will continue to make updates to this process—specifically around onboarding. There has been a lot of conversation around new Council Member

onboarding. They also want to look at how they onboard people serving on committees, boards and commissions. She also highlighted an item that sunsets the Older Adult Advisory Board and streamlines that into some other efforts to make things more efficient. She said she previously spoke about some progress that was happening in the Novi Town Center area, building off a goal to create a vibrancy strategy in that "four corners" area. They got some feedback to expand their scope. Staff shifted their focus to the Main Street area. She said they've had some promising meetings with property owners in the Main Street area talking about creating a Special Assessment District, both for lighting improvements that are needed and for streetscape improvements. Those owners will be getting back to the City Manager's office by the end of January to say if they would like to do that. Lastly, Assistant City Manager Mahoney said accreditation and reaccreditation are ongoing. The Parks and Recreation team has submitted its self-assessment for CAPRA reaccreditation and the National Peer Review team is going to do a virtual site visit in May. If reaccreditation is recommended by the review team to the CAPRA Commission, they will likely be granted formal reaccreditation at the NRPA conference in Philadelphia in September. She said by nature, a lot of the goals Council set lend themselves to being more long-term. They continue to explore opportunities with the school district which rolls into one of the new proposed goals. Senior mobility and transit are an ongoing issue for staff. She mentioned accreditation and reaccreditation and then the CIP Millage Renewal. Council will get something in their packet next week to talk about the process and some considerations the staff has put together to get that planning underway.

Assistant City Manager Mahoney said Council has set some new goals. As part of that transition, they're going to officially close out the reporting cycle on the 2024 goals, saving the ones they are continuing to work on. They are going to align their departmental work plans and resources with the newly adopted goals. She plans to update Council quarterly. For the first quarterly update, Mayor Fischer requested a slide to show anticipated dates that they'll see all the quarterly updates so they can make sure they keep to that schedule and follow-through with the updates.

CITY MANAGER REPORT:

City Manager Cardenas said the Clerk's office received an email from Mr. Syed who lives on Argyle. Mr. Syed wanted to recognize Novi's Department of Public Works and Matt Wiktorowski, in particular, for their hard work in keeping the roads accessible during these very frigid times. City Manager Cardenas said the team has done a fantastic job cleaning the roads and keeping them safe for the city residents and visitors.

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

Ann Nelke, 48646 Windfall Road, said she is not opposed to development. She moved into a ranch condo at the Village of Stonebrook four years ago because she wanted to stay in Novi and her rheumatoid arthritis has made living in a two-story home less feasible.

She objected to this proposal in its current state for the following reasons: Woodland Destruction. The plan proposes to remove 484 mature trees deemed in good condition. She said this will have a negative impact on carbon mitigation from gas emissions, temperature control, soil preservation, soil purification and flood prevention. Wetland Impact. Per the City's goal of environmental sustainability, removal or mitigation of wetlands and vernal pools poses an increased flood risk, a threat to water purity and causes irreplaceable damage to the environment. Negative impact on neighboring residents. Placing evergreen trees (which are not 30' tall) as well as planting replacement trees (which are at best 4' in diameter and will take 50-75 years to reach the maturity to be beneficial as the ones destroyed) is not any type of benefit to adjoining residents and does not provide the buffer developers claim. Light Pollution. 71 townhouses with required outside road lighting will again cause a disturbance to the quality of life for the adjoining residents. Increased Traffic Burden. Approximately 142 vehicles per day pulling out onto Ten Mile will slow down current traffic volume which is already heavy and will cause a greater risk for accidents. The claim is a moderate increase, and this does not appear to be the case. Ms. Nelke said, per the City's goals, any change in zoning should be a benefit and not a detriment to adjoining residents as well as all residents of Novi. She truly hopes that developers will take the time to listen to the actual needs of many residents, 40% of whom are over the age of 45 and wish to downsize to a smaller footprint, ranch, home or condo to remain in their community. Sadly, this does not appear to be the case. She said it is imperative for our elected officials, who are the residents' voices, to maintain and preserve the integrity of Novi by thought-filled reasons to changes in zoning as well as abiding by set ordinances.

Martha Ryznar, 44875 Yorkshire Drive, said she is against the rezoning of the Novi 10 project because she believes the developer is overbuilding on a sensitive site. She asked the Council as they consider a tentative approval, to put Novi neighborhoods and the environment first. She said the developer bought the land knowing it had wetlands and protected trees. That was a choice they made. If the City changes the rules in order to make the project work, she said it feels like the City is bailing the developer out for a risky investment and that breaks the master plan. She does not think it's the City's job to fix a developer's mistake, especially when it hurts the environment. She suggested that rather than accommodating the developer who is pivoting from failed commercial plans, the developer could sell the property. Ms. Ryznar asked why Novi should lose nearly 500 trees and risk flooding homes to make this project work. She said a large part of this land is a 100-year-old floodplain and she asked who would want to live on a floodplain. Novi's water table is already high. She asked if the new homeowners will be told that the homes built in this zone will require mandatory flood insurance which is very expensive. She said this is a huge red flag for any new resident. Moreover, she said, when you cover wetlands with concrete, the displaced water must go somewhere. She asked what that would mean for the current Ridgeview residents. She said she read the package and there hasn't been a study specifically investigating how the removal of wetlands (which act as a natural sponge) will affect the water table and basements of the Ridgeview families. Before Council approves this, she asked if they need an independent study so neighboring residents won't be paying the price with flooded homes. She said she does not see the public benefit; she sees a public risk. She said this is not a liability gap where

without this study, water could be in living rooms. Ms. Ryznar said there is a traffic study that shows this project adds 3,000 car trips per day. She said the 10 Mile and Novi Road intersection is already a bottleneck. The resident taxpayers will end up paying the bill for five lanes when the developer is long gone. She asked City Council to consider using state grants to buy the land for a permanent park. She said years from now, no one will thank Council for adding more traffic, but they will thank them for saving 500 trees, the wildlife and for keeping Novi beautiful for the residents' families. She asked City Council to vote no.

Greg Wayne, 42776 Cardinal Way, said he is on the board of Ridgeview Villas and he came to represent the 93 Ridgeview Villas homeowners. He said he had submitted a letter to Ms. Bell and Ms. Macbeth from the Planning Office. He asked that that letter be distributed to Council and Mayor Fischer. He said they have been working with Toll Brothers and Mr. Weiss, under Council's direction, to come to an agreement on the Novi 10 project. He said initially, they did not come to an agreement. He said the "writing is on the wall" and something is going to happen there whether it is a light industrial versus commercial and residential project. They came up with three items that are important to Ridgeview Villas and he came hoping that they could get Council agreement on them. One is the initial intention of connecting the two communities. The homeowners did not want to see that happen. They've spoken before about the liability risk of bringing the public into a private residential area such as Ridgeview Villas. So, they worked with the developer to come up with alternative plans to either use 10 Mile Road and Novi Road as a walkway or to use the property west of Ridgeview Villas (which is currently owned by Mr. Weiss) to put a path there that connects up to Nick Lidstrom Drive. The homeowners prefer to use 10 Mile Road and Novi Road because they are already in place and can be made into a nice public walkway to get people around to the areas that they want to go. If not, the homeowners fully support keeping the connector path out of Ridgeview and putting it to the west side of the property. The second item Mr. Wayne said the homeowners would like agreement about is a barrier between the two developments, meaning the evergreen trees. Currently, there is a nice barrier between Ridgeview Villas and the Novi Athletic Club that was done very well by Toll Brothers. They put large evergreens in and it works great. The homeowners don't see or hear them. They would like the same type of plantings to be put in place as early as possible in the construction process to mitigate dust and noise as they build the new units. Mr. Wayne spoke about a third item which he said seems to be an oversight on everyone's part. He said there were cut throughs put in the berms from the River Oaks apartments onto Nick Lidstrom Drive. He said the cut-throughs are not part of this project, and they shouldn't have been on the plans. The homeowners would like them removed. Mr. Wayne's final point was to say he had spoken with Mr. Schultz and Ms. Bell about the PRO that was written for Ridgeview Villas back in 2015. He said the PRO gave a public easement and the opportunity to connect the two developments. The discussion has been that they would need to amend that original PRO. He said he is not a lawyer, but he doesn't believe they need to go through the time, effort and money to amend it. He believes that if they state on the new Novi 10 PRO that they will never connect the two developments, that will satisfy everyone and they don't need to amend the original PRO. Mr. Wayne said those are the three items the homeowners are most concerned about.

He was hoping to come before Council with Mr. Weiss and tell them that they had worked together and made an agreement that included these three items. He thanked Council for listening.

CONSENT AGENDA REMOVALS AND APPROVALS:

CM 26-01-004 Moved by Casey, seconded by Martinez; MOTION CARRIED: 7-0

To approve the Consent Agenda as presented.

- A. Approve Minutes of:
January 10, 2026 - Regular Meeting
- B. Approval of request to transfer ownership of an existing Class C & SDM license from Wasabi K & H Inc. to Novi Ichiban Restaurant LLC (dba Ichiban Japanese Steakhouse), located at 42050 Grand River Ave, Novi, MI 48375.
- C. Approval to award a contract continuation for interim finance and accounting services to The WoodHill Group.
- D. Approval of Recommendation from Council Rules Committee to amend Council Organization and Order of Business.
- E. Consideration of approval to award engineering design services to OHM Advisors for the construction of a roundabout at the intersection of 11 Mile Road and Taft Road, in the amount of \$98,000.
- F. Approval of the final payment to Highway Maintenance and Construction Company, Inc. for the 2024/2025 Capital Preventative Maintenance in the amount of \$37,990, plus interest earned on retainage.
- G. Adoption of a resolution amending a contract with the Michigan Department of Transportation (MDOT) for the reconstruction and widening of Beck Road between 11 Mile Road and Grand River Avenue.
- H. Acceptance of a warranty deed from the property owner of the subject parcel (parcel 50-22-16-300-055) for the reconstruction and widening of Beck Road between 11 Mile Road and Grand River Avenue, in the amount of \$16,907.00.
- I. Approval of the final payment to Brenca Contractors, Inc. for the DPW Salt Dome Replacement project, in the amount of \$61,843.00, plus interest earned on retainage.
- J. Approval of resolution establishing smoking and vaping ban within specified areas and in city parks.
- K. Approval of claims and warrants – Warrant 1195

Roll call vote on CM 26-01-004

**Yeas: Gurumurthy, Heintz, Martinez, Smith,
Staudt, Fischer, Casey**
Nays: None

MATTERS FOR COUNCIL ACTION:

- 1. Consideration of tentative approval to rezone approximately 34 acres of land east of Novi Road, south of Ten Mile Road from Light Industrial and Office Service to Community Business and Low-Density Multiple Family with a Planned Rezoning Overlay.**

City Manager Cardenas said this is the third instance that City Council has seen this item, the last time was in December of 2024 when the matter was postponed. He said, as a reminder, the request is to re-zone the parcel via the PRO process to develop a 71-unit, multi-family townhome development in the R-1 portion and approximately 35,900 square feet of commercial space in the B-2 portion. The PRO public considerations are preservation of almost 16 acres of wetland woodland, a public access trail connection and marshland overlook and a donation of a trailhead area to the City of Novi. The applicant has also provided a letter summarizing their meetings with the Ridgeview Villas HOA in which they stated they have come to an agreement on several points, including not connecting the pathway Ridgeview stub intended for the purpose and providing enhanced screening. The Ridgeview HOA confirms this agreement. He said staff and the petitioner were there to answer any questions.

Lonny Zimmerman from Siegal/Tuomaala Associates Architects and Planners, Inc. said he was there in December 2024 to give the last presentation. He said they are in agreement with what they heard about the three items from the Ridgeview Villas HOA. He said Mr. Weiss and Toll Brothers accept that exactly. He believes they put that in a letter to Ms. Bell at the Planning Office. He said in December of 2024, Council asked them to meet with the Ridgeview Villas HOA. He said starting in November, they had a Zoom meeting with Toll Brothers and the HOA. After that, there were several telephone meetings with Mr. Weiss and they came to this agreement that Siegal/Tuomaala is totally in favor of. Mr. Zimmerman said Council wanted to see options for the path. He said they have three viable options. One was the one they agreed to abandon. It was the initial one which was the connection that was planned in the original PRO agreement. They are willing to abandon that option and go with the two other alternatives. One would be connecting via the existing sidewalk system. The other would be creating a path through the adjacent Novi 10 property—not part of the PRO to the west where a pathway which would be much shorter than the sidewalk route and would be through some more natural lands would be connecting totally bypassing Ridgeview but still connect. It would connect down roughly from the retail area and down Nick Lidstrom Drive and then over to get down as far south as the dog park, through the sports club area and through the ice arena. He said before that, even along the natural path so you can overlook the 16

acres of natural area that is going to be put into a conservation easement by Mr. Weiss. It will never be built on.

Mr. Zimmerman said Council also asked them to address traffic site drainage and the screening concerns. He said one thing that was mentioned is the screening from I-2 across 10 Mile Road. He said they have 75' of townhouse setback with heavy landscape evergreens in it. 10 Mile Road is that point 120' right-of-way. The I-2, the existing building, Tremar Industries, is set back about 115' now. Even if they were gone, and a new I-2 were there, they require 100' setback. He said there is quite a distance between there and hitting even the south side of 10 Mile Road where their landscaping would start. He said the evergreens would be planted at that point. It would be a 12-month kind of screening. It wouldn't be deciduous trees; it would be evergreens. He said Mr. Meter from the Landscape Architect's Office and Ms. Macbeth had a meeting with him several months ago where they talked about the screening material. They originally wanted a type of Arbor Vitae which would be deer-resistant, but Mr. Meter recommended against it because having one type of planting would not be advisable. For now, they've said it will be evergreen and they will work out the details later.

Mr. Zimmerman said as far as traffic in general, they are quite a bit less than the scenario if this were to be built on as zoned right now. He said if they were to build it up as zoned, it would be 616 parking spaces required. If they build it as they propose with the B-2 and the RM-1, there are 336 spaces which makes them over 45% less in terms of parking. Peak traffic generated is 35% less in the morning and 1% less in the afternoon than if it were built up under the current zoning. Regarding site drainage, Mr. Zimmerman said it currently goes about 13 acres toward the south, which is toward Ridgefield. With their new plan, they're directing it to the east which is toward the Middle Rouge which is in the wetlands area to the east. There is a 75% reduction in drainage going southbound, so away from Ridgeview and to the east. He said there is about a 200% increase to the east into the wetlands area with the drainage. Mr. Zimmerman said visual separation was another item that was talked about. They've got 150-170' between the closest building of Ridgeview and the new development. There is a line of evergreens south of the new townhouses that will run east and west along that development area.

Mr. Zimmerman said this project has been around for a long time. He thinks it's been at least 25 years and one of the Council members said it's been more than 25 years. It's been around a long time and it's gone through a lot of iterations. There have been several starts and stops in 2004 and 2009. They began this new iteration in July 2021. They are optimistic that they have a great solution. He said it solves residential, neighborhood, commercial. It's a walkable community. They want to make it a successful, walkable project where someone can go from the retail area to the dog park, walking through natural areas. They believe it's compatible with the 2025 Master Plan because it provides townhomes--the second most-requested type of housing in the City according to the Master Plan.

Mr. Zimmerman addressed how their project enhances Novi's community identity. He said they feel like high-quality residential, high-quality neighborhood commercial

because they have limited the uses in neighborhood commercial, they've excluded certain things they feel would not be compatible. They feel like they have helped the community identity through environmental stewardship, 15.87 acres of conservation easement, the connectivity of the path, the overlooks of the conservation area, and the two pocket parks. Mr. Zimmerman spoke about infrastructure. He said they've got a new path system for bicycles, pedestrians, and runners from the north area all the way down to the dog park. Regarding economic development, Mr. Zimmerman said this project is a balance between the economy, the environment and the community. He said they feel like this PRO does all of this and they hope that Council agrees that they have done enough to move it forward.

Member Gurumurthy said she was very happy to see that there had been a discussion and alignment between the HOA and the development team. She asked City Attorney Schultz about the connector that was part of the Ridgeview PRO agreement as a public benefit. She asked if they chose Option 3, would they be leveraging any public benefit from the Ridgeview PRO agreement. She asked how that situation would work, meaning would Ridgeview have to come up with an alternate public benefit. City Attorney Schultz said they had talked about the possibility of amending the Ridgeview agreement in December 2024. At that time, they were talking about a concept where Ridgeview was articulating their position that the pathway through their parcel was not a public pathway. There was some talk about whether it would be continued. Now, today, the pathway is still there. The pathway in Ridgeview will stay a public pathway, it just won't be connected. In his view, after talking with Planning staff, that isn't much different than City Council in an early development approving a stub road to the neighbor and then not connecting to the neighbor. He said it's there, it's still potentially a benefit, it's just not being used. The alternative proposed here is not nothing, it's a different route. He believes City Council can look at that say they're fine with Option 3 if that's the option they choose. Nothing needs to be done to the PRO for Ridgeview because nothing is changing. They're not re-designating it private or anything like that. This is how they ended up with the Community Development Department saying if Council wants to go with Option 3, then they can let Ridgeview stay where it is. If Council chooses to stay with the original option, they still have that authority as well. Member Gurumurthy asked if the current pathway that goes through Ridgeview is still a public benefit. City Attorney Schultz clarified and said yes, the pathway is still there, right up to the end of their property. Member Gurumurthy said she has two other points. The first is about the traffic. She said she drives through 10 Mile every day. She said, from looking through the information, the improvements that were proposed in terms of the westbound, eastbound and the center lane, she wanted to understand a little bit more. She said there were comments from RCOC in terms of the center lane that's not going to, in other words, they were not for it in terms of between the residential and the railroad tracks. She asked them to explain the final list of improvements that will happen on that road.

Mr. Zimmerman said he believes the RCOC asked that the center lane be extended all the way to the residential. He said they will follow what RCOC requires. There's no question about that. He said they will be adding the east, adding the west and the center where they require it and as they show on the drawings.

Member Gurumurthy asked if the developers had a drawing they could present. She asked them to confirm if the eastbound would taper into the commercial and then taper into the residential. Mr. Zimmerman said that was his understanding, yes. Member Gurumurthy asked what would happen with the westbound lane. She asked if that lane would continue from the railroad track through Novi Road or if it would start after the residential or the commercial. Mr. Jason Iacoangeli, Toll Brothers, said he understands that the westbound lane will be widened from the traffic signal to the railroad crossing. He said the widening will take place on both the eastbound and westbound lanes, starting at the driveway all the way to the tapers. The tapers will go past the commercial or the residential driveway and will extend on the north side of 10 Mile. Mayor Fischer asked Mr. Iacoangeli to put the drawing on the overhead. He showed the widening of the eastbound and westbound lanes and the designated lefthand turn lane. He said there are deceleration tapers on both sides of the residential and commercial. Member Gurumurthy said the pink color on the drawing represents the eastbound. Mr. Iacoangeli confirmed that. She said the eastbound goes through the residential which is clear. She said the developers are saying the westbound starts after Walgreen's, a little bit after the dental practice. Mr. Iacoangeli said that is right and there will be some widening of that lane as it approaches the railroad intersection even past the entrance to the residential development. He said they're requiring some additional width in that right-of-way. Member Gurumurthy asked if there would be a separate lane between Novi Road and the railroad track, an additional lane westbound. She asked if this drawing confirms there will be an extra lane. Mr. Iacoangeli said there is extra width being added to the northern lane which will be the westbound lane. The additional width is being added on the north side of the street and then it'll widen out on both sides as you approach the entrance to the residential driveway. The widening will continue between the entrance to the residential development and the commercial development on both sides of the street. There will be a benefit to those neighbors that are on the north side of 10 Mile. Member Gurumurthy said with the widening, the eastbound is pretty clear. The westbound lane is less clear. She asked if it's widening, is it still one lane or is it two. Mr. Iacoangeli said he doesn't believe they are requiring an extra lane, he believes they're just requiring that the lane be widened. Member Gurumurthy said that is not clear. Mr. Zimmerman said their engineers are working with the Road Commission and they are the ones who will be coordinating this as they get to more complete drawings. The drawings that were submitted and reviewed by the Road Commission were preliminary drawings and that is what they commented on. Mr. Zimmerman said the specifics will be really determined by what the Road Commission requires. Mr. Iacoangeli said preliminarily, mostly what they've looked at is the curb cuts for access. Member Gurumurthy said she was hoping it was a separate lane because that would help with traffic. At the end, toward Novi Road, it was a separate lane. It comes out as a separate lane. She said it would be good to clarify that. Then, she said she thinks the RCOC has said that the whole center lane to the residential was not feasible because of the head-on thing. She wanted to clarify that, too. She said if you think about the traffic there, the railroad track, if you don't have something to turn out, there will be a lot of traffic there. It is the only entry out of the residential area. She asked the developers to clarify that issue with the center lane, where it's going to be and where it is not. She said hopefully, it will be there at the

residential as well. Mr. Zimmerman said his recollection is that they wanted to go at least as far as the residential.

Member Gurumurthy mentioned timing. She said there are comments and discussions that are happening, but the timing needs to be very clear in terms of when the road gets done versus when the actual residential or commercial happens. The timing is critical. The traffic there is extremely busy in the early morning and at the end of the day. Mr. Zimmerman said they anticipate that the roadwork will be completed before occupancy of the residential and commercial. Member Gurumurthy said that the developers will plan around the timing. Mr. Zimmerman said he can't talk about the start dates, but they can relate more to the finish dates. He said they know they need to get the road in place before the buildings are operating.

Member Gurumurthy said they heard about flooding earlier in the meeting. She said there is a stormwater management plan that shows how the developer has managed how the water will be going into the Middle Rouge instead of the creek. She asked them to explain how the flooding plain is going to be mitigated in terms of the building. Mr. Zimmerman said it will be re-routed through the stormwater management plan that has been designed. He said it will happen through the grading of the site and through the management via the detention ponds that are there. He said that's the simple answer. Member Gurumurthy said they heard about the flooding insurance for the residents who might live there. If people choose to live there, will they need to buy separate insurance? Mr. Iacoangeli said there is a floodway that runs through that area, but there is no development occurring in it. None of the condominiums in Ridgeview or this new neighborhood will be built within the floodway. He said no insurance, no flood insurance through FEMA would be required for homeowners. He said, based on all the maps they have and the data they have, floodways and flood plains are highly regulated by the federal government. He said this development is far outside the floodway. He said that's just the area that's immediately adjacent to that tributary of the river. He said he can't speak to when it floods because he doesn't know how periodic that is, but none of the new units that would be built would be within the floodway or would be required to get federal insurance for flooding.

Member Gurumurthy asked the developer if Option 3 will be designed to be fine and less risky. Mr. Iacoangeli said yes, they would have to get things permitted. He explained that anytime you go through a regulated wetland, water body or a stream crossing, permits are required probably from the State of Michigan through EGLE and locally, depending on the size of the impact. He said there is the potential to have to get necessary permits for those crossings within that area based on the sensitivity of it. Mr. Zimmerman said they've involved Niswander Associates to help with the wetlands work for this project. He said they would be involved in the next phase as well, if they need to get permits through EGLE.

Member Gurumurthy asked about the 484 protected trees. She asked what this percentage is compared to the 0.1 percentage of wetland compared to the 15% of the near 16 acres. She encouraged the developer to work with the landscape lead to plant

more trees on site as much as possible. She believes the plan says 215, but she encouraged them to plant as many as possible. They will be taking out quite a lot of trees. She said they will be preserving 15.87 acres which is good and the impact is only 0.1 acre which is also good. Overall, she said she is concerned about the traffic, the timing, the lane clarification and the flooding.

Member Smith thanked the developers for working with their neighbors to the south. He believes that's important. He believes what is proposed works better than what is currently zoned for with Office Light Industrial. He said there is less impact on the environment from hard surfaces. This development has less impact that it potentially could have with less parking and things like that. He said that's good especially because it's near some critical wetlands on the Rouge. He said he would like to see Option 1 stay. He said it's not a hill he's willing to die on as long as the connector is there. He said maybe in the future, people will agree with him and decide to connect it. He likes anything that makes walking distances shorter and cuts down on friction to get out and walk to places. He said Option 2 is already there. He doesn't see it as a public benefit. He said he would support Option 3 because it's a nice, natural pathway through there. He said there was an Option 4, but it's a non-starter from the EGLE standpoint. It would also require a 0.25-mile of boardwalk which is expensive to maintain. He would not support that.

Member Smith said the pickleball courts were dropped and he is happy about that. He likes the idea of pocket parks, but pickleball and nearby homes don't go well together, so he's glad that option is gone. He said as they move forward with planning, they should make sure that all the comments in the planning and landscaping documents are at least talked about and get better answers for the questions that still need them.

Member Staudt said they've been discussing this project for a long time. At one point, it was going to be a Kroger development. He's very happy it didn't happen because he believes this is a superior development for this project. He said when he sees 15.87 acres of permanent conservation easement, it makes him smile. He said he's confident that the Ridgeview Villas residents are happy that nothing will ever be built in their backyard.

CM 26-01-005 Moved by Staudt, seconded by Fischer: MOTION CARRIED: 7-0

Tentative indication that Council may approve the request of Novi Ten Associates, JZ23-09 with Zoning Map Amendment 18.740 to rezone from I-1 and OS-1 to RM-1 and B-2, subject to a Planned Rezoning Overlay (PRO) Agreement, and corresponding PRO Concept Plan, and direction to the City Attorney to prepare the PRO Agreement, including:

A. All deviations from the ordinance requirements shall be identified and included in PRO Agreement, including:

1. Building Orientation (Sec. 3.8.2.D): Deviation for proposed residential buildings to not be configured 45 degrees to the

property lines since most of the buildings are not on any main road and they front to a substantial irregular shaped 20-acre wetland nature area of a minimum 200 feet wide separation across from Toll's existing multifamily Ridgeview project.

2. Side and Rear Setbacks (Sec 3.1.7.D and Sec 3.6.2.B): *Deviation to reduce the side setback from 75 feet to 25 feet along the north property line for two residential buildings abutting the proposed commercial area (B-2), since screening is proposed between the residential and commercial uses.*

3. Distance between Buildings (Sec 3.8.2.H): *Deviation to reduce the building separation distance from the calculated formula (resulting in 31-32.72 feet required) to a distance of 30 feet between all buildings. This deviation of less than 3 feet is considered minor and enables the layout of this project to fit within the available space while minimizing wetland and woodland impacts.*

4. Parking along Major Drives (Sec. 5.10): *Deviation to allow for 8 perpendicular parking spaces on a major drive, since the spaces provide for visitor parking.*

5. Major Drive Radius (Sec. 5.10): *Deviation from the ordinance requirement for a minimum centerline radius of 100 feet, to allow the 85-foot radius shown at the western curve. The reduced radius does not impede the fire truck access route, and may serve to slow traffic speeds, creating a safer roadway.*

6. Landscape Berms (Section 5.5.3.A.ii): *A Zoning Ordinance deviation is requested to not provide a 10 to 15-foot-high landscape berm on a proposed RM-1 district adjacent to an I-1 district. The berm would be unnecessary in this case as the adjacent I-1 area is east of the existing natural features and the railroad tracks and would likely result in greater wetland and woodland impacts, as well as fill in the floodplain.*

7. Right-of-Way Landscaping (Section 5.5.3.B.ii): *A deviation for the lack the required street trees and berm along 10 Mile Road due to underground utilities. The required trees are to be provided elsewhere. This deviation is supported due to the utility conflicts.*

8. Adjacent to Public Rights-of-Way – Berm/Wall (Zoning Sec. 5.5.3.B.ii, iii): *The required 3-foot-tall berm is not proposed, however an alternative brick screening wall 3-feet in height is proposed.*

9. Building Foundation Landscaping (Zoning Sec 5.5.3.D): None of the commercial buildings meet the requirements for building foundation landscaping along the front side and allow the planter landscaping to count toward foundation requirements. However, Buildings A, C and D are only slightly deficient, so the waiver is supported. The applicant states Building B landscaping will be increased to lessen the deviation or eliminate it.

10. Section 9 Waiver (Section 5.15): Proposed elevations for residential buildings have an underage of minimum required brick on all rear and some front facades (26-27% proposed, 30% minimum required) and an overage of Asphalt shingles (56% front side, 50% maximum allowed). As the deviations are minor and do not adversely affect the aesthetic quality of the facades, the waiver is supported.

11. Opposite-Side Driveway Spacing Waiver (Code of Ordinances, 11.216.d.1.d & e.): The Design and Construction Standards indicate a minimum of 150 feet is required between a new driveway and an existing “downstream” driveway. The proposed driveways are 105 feet and 118 feet. *The applicant indicates they have RCOC approval of the proposed driveway locations, however the City would also need to approve a waiver from its standards.*

12. Color Spectrum Management (Sec. 5.7.3.F): A recent amendment to the Zoning Ordinance has a requirement that light fixtures shall not have a Correlated Color Temperature (CCT) greater than 3000 Kelvin (K). The photometric sheets show light fixtures measuring 4000K, *since the level still represents a warm tone that is pleasing to the eye rather than a cool or unnaturally bright light.*

B. The following conditions shall be requirements of the PRO Agreement:

1. As shown in the PRO Plan, the eastern portion of the parcel adjacent to the railroad tracks and the south 50-foot-wide strip along the wetland of the proposed PRO (~15.87 acres of the 27.07 RM-1 rezoning) being protected with a conservation easement to preserve existing marshland and wildlife. This natural area wraps around the PRO and includes on the west end a proposed new 0.4-acre park/playground located between the proposed residential and retail sites. The proposed trail system, with its overlooks near the Novi Athletic Club is to be a usable and

accessible community resource. This is a benefit to both residents and the environment to have additional natural resources preserved in perpetuity.

2. To help achieve walkability and connectivity of the entire area, a trail system is being added which consists of new crushed limestone paths, overlooks, and existing sidewalks. This walkway system provides connectivity between the proposed residential area with the marshland nature areas, the proposed pocket park, the Novi Athletic Club, Ice Arena, and Dog Park, and with the new proposed local retail along Ten Mile Road. The commercial area consists of the new retail and restaurant areas, and the existing Walgreen's and dental office. New walkways and bike paths wind through the natural area, overlook the preserved 15.87 acre wildlife area and connect this PRO development to other amenities. This is a benefit as future residents as well as the general public will have access to the area for walking that connects various community amenities. The nature path will follow the Option 3 route as described and illustrated in the packet.

3. Two pocket parks are proposed: One added at the trail head on 10 Mile Road at the north end of the new conservation area. The second is on the west end of the townhouses to include playground equipment. This is a benefit as future residents as well as the general public will have access to the pocket parks and trails. The applicant states the approximately 3-acre trailhead area will be dedicated to the City, along with 3 benches, four picnic tables, and a small parking area.

4. A landscaped plaza along the storefronts, 20 feet in depth, with benches, and planters with a variety of trees and flowers. This goes beyond what the ordinance requires and is considered an enhancement of the project area that could be used by any customers of the retail area and provides an attractive streetscape.

5. Proposed use restrictions to exclude certain automotive and other business uses in the proposed B-2 commercial zoning (Sec. 3.1.12.B & C) are to be part of the PRO. Not permitted uses are:
a. Vehicle Oriented Uses: gas/fueling station,
b. Other excluded uses: Check cashing, Pawn shop, Hotel/motel (Marijuana sales already not permitted in the City of Novi will also be excluded by the PRO documents in case the city's law is changed to allow it in the future.)

This is an enhancement of the property as the City can be assured that the future tenants of the commercial buildings will not include certain uses that would be less compatible with the residential uses, and is more restrictive than the ordinance requires.

6. EV Charging Stations will be located at each of the commercial buildings (8 indicated in total). Outlets for 240-volt EV chargers will be provided in each townhouse garage.

This is an amenity that goes beyond what the ordinance requires.

7. The amount of open space provided for the RM-1 townhouses exceeds ordinance requirements. This is a benefit as future residents as well as the general public will have access to the pathways and trailhead area.

8. Commercial Building Setbacks exceed ordinance requirements:

- a. Front: 40 feet required....101 feet provided*
- b. Rear: 30 feet required....74 feet provided*
- c. Side: 30 feet required.....88 feet provided*

9. Residential Building Heights will be limited to 29 feet, which is more restrictive than the 35 feet permitted. This is a benefit as the buildings will be less obtrusive than the 35-feet otherwise permitted.

10. Commercial Building height will be limited to 23 feet, which is more restrictive than the 30 feet permitted. This is a benefit as the buildings will be lower profile than the 30-feet otherwise permitted.

11. Maximum Residential Lot Coverage of 25% is permitted, 14% is proposed. This is a benefit as more permeable surface will be preserved, which allows stormwater to permeate, and more green space is available.

12. The development standards of the RM-1 District require a minimum rear yard setback of 75 feet. The applicant proposes a greater setback of 100 feet minimum along the south side. This benefits the neighborhood to the south as buildings are further away than the ordinance requires, with less of the existing trees to be cleared.

13. In the RM-1 District, a development of 3-bedroom units can have up to 5.4 dwelling units per acre. This development

proposes 4.5 dwelling units per acre. This is 17% more limiting than otherwise permitted in the district.

14. As noted in the façade review, the commercial buildings significantly exceed the 30% minimum requirement for brick on nearly all elevations. This represents an enhancement of the project area beyond what the ordinance requires.

15. The applicant will plant landscaping to the south of Buildings 7-11 to achieve 80-90% opacity along the southern property boundary, which is more than what is typically required between multiple family uses. The species will include a mixture of Green Giant Arborvitae and other native spruces to achieve aesthetic, screening and biodiversity goals, which will be reviewed by the City's Landscape Architect at the time of site plan submittal.

16. The applicant states they will off-set their impacts on 10 Mile Road by constructing the following improvements:

- a. Widen eastbound 10 Mile Road to two through lanes, ending with a right-turn deceleration lane at the site's easternmost residential driveway.**
- b. Widen westbound 10 Mile Road to two through lanes west from the 3rd site driveway to help provide additional capacity for outbound site traffic.**
- c. Extend the center left-turn lane along 10 Mile Road from where it currently ends at Catherine Industrial Road to service all commercial driveways.**

As noted in the Engineering Review letter, these improvements may require the acquisition of Right of Way on the north side of 10 Mile Road, and the approval of those property owners, as well as the approval of the design by the RCOC.

17. The applicant shall make necessary adjustments to the PRO Plan consistent with this tentative approval prior to final approval of the PRO Agreement, including removal of the direct pathway connection to Ridgeview Villas, delineation of the trailhead park to be dedicated to the City, and removal of the berm cut-through to River Oaks.

- C. This motion is made because the proposed B-2 and RM-1 zoning districts are a reasonable alternative to the OS-1 and I-1 Districts, and fulfills the intent of the Master Plan for Land Use for multiple-family use, and because of the resulting benefits include:**

- 1. The preservation of a large area of woodland, wetland, and floodplain, which benefits the overall environment and community members,**
- 2. The development supports various goals of the 2025 Master Plan for Land Use, including:**
 - a. Ensure the availability of a wide range of attractive housing choices protected from noise, traffic, and other impacts of non-residential development. Encourage the development of neighborhood open space and neighborhood commercial goods and services to minimize motorized travel.**
 - b. Explore opportunities to increase housing density in mixed use development areas to create “walkable density” developments.**
 - c. New development of land should continue to be of high-quality design and materials.**
 - d. Encourage the use of high-quality right-of-way plantings, site landscaping, and building materials to enhance the appearance of the community.**
 - e. Maintain public and private stewardship of the natural environment using low-impact development techniques.**
 - f. Utilize planned developments to encourage the preservation of natural features, such as woodland, wetlands, and wildlife habitats.**
 - g. Implement the Active Mobility Plan’s recommendations to create continuous walking and biking networks to reach key destinations.**
 - h. Apply the Active Mobility Plan’s recommendations to public and private development projects to continue to enhance safety and connectivity of the non-motorized network.**
 - i. The City should strive to maintain the balance between the economy, the environment, and the community to ensure sustainable development that meets the needs of today while ensuring that the needs of future generations can be met.**
- 3. The possible detriments to the City from the commercial and multiple family development as proposed are mitigated through the preservation of woodland and wetland areas, pedestrian pathways, enhanced landscape screening, and the proposed improvements to Ten Mile Road. The conditions proposed would result in an overall enhancement of the area that may not be achieved in the absence of the PRO Agreement.**

Member Staudt addressed Mr. Weiss, telling him that he is pleased to see this project is being built instead of Kroger. He doesn't think Ridgeview would have liked having a Kroger in their backyard and he believes it may have put some other businesses along 10 Mile Road out of business. He believes this is a good compromise.

Member Heintz said he appreciates the developer working with the neighbors and the development of their plan to create a walkable community. Hopefully, this would be a benefit to people in that community to be able to walk to businesses instead of driving. He said if Option 3 is accepted to move forward (and he thinks it is one of the better options with the natural path), he asked what that would mean for the proposed pocket parks. He asked if Option 3 would connect the pocket parks or how it would work. Mr. Zimmerman showed a slide and said Option 3 (the red dashed line) connects with the west pocket park directly. From there, it goes down and hits Nick Lidstrom Drive. The west park then ties into the U-shaped trail that goes south of the new units. Nick Lidstrom Drive ties into the whole walkway system that goes all the way down to the dog park. That becomes the connector from the east on 10 Mile Road down to the dog park. Member Heintz said Option 3 would include the U-shaped path behind that. Mr. Zimmerman said yes, that doesn't change. Mr. Zimmerman said the whole idea of Option 3 as opposed to Option 2 is that it does connect through a trail system. Member Heintz says he loves this idea where he can leave his house and go for a run or explore different areas and he would love for others to be able to do the same.

Member Heintz asked about the parking differences between how the land is currently zoned and what this project is proposing. He said they mentioned 600 parking spaces. He asked if that is with only the 34 acres developed or if it would include all 49 acres. Mr. Zimmerman said that is strictly the 34 acres. They worked it out as part of what they initially needed to do with the current zoning. They submitted that a long time ago with the packages. They figured out that on the I-1 site, they could build a 290,000 square-foot, 40' tall building and still get sufficient industrial parking to meet the ordinance. That's what generated the 600-car parking. Member Heintz said he appreciates them doing that on the 34 acres. He also appreciates that they worked with Ridgeview Villas on this project.

Member Martinez said he agreed that it's important that the developers have worked with the HOA at Ridgeview Villas. He and several others on the Council believe in being good neighbors. He said the area where the nature path in Option 3 will go looks low in terms of topography. He asked if the developer has any indication that the path that circles the new part of the property would be subject to runoff or flooding in any way. Mr. Zimmerman said no, it's upland area. Member Martinez said he wants to be conscientious that when they have PROs come before them, the conditions established in one don't become meaningless. It does have a heavy emphasis when they consider public benefits and whether a potential development outweighs the detriments that come with it. He appreciated what the Ridgeview HOA said. This is not the only project he has seen where there is a disconnect between what was discussed originally and then what happens once the residents move in. He wants to be thoughtful about that moving forward, that they're not putting provisions in for no reason. He said when they take an action at the table, it has some purpose behind it. He agreed with Member Smith that Option 1 seems very consistent with what had already been discussed by past councils. He said Option 3 would be the next best choice. He said what they're presented with is a better alternative than what could be there. If the previously-proposed Kroger project were being presented, it would be a much different conversation. He said he came into

the meeting not leaning one side or the other, but he agrees with Member Smith's analysis and the comments of some of the other Council members.

Mayor Pro Tem Casey asked the developer to describe and explain the storm water management to Council. She said they mentioned in their comments that they would be solving the flooding and the water management by the storm water management, but they have not said what the plan is and how it works. Mr. Zimmerman said he had to be honest and tell Council that their engineer was down the flu. He put up a drawing that was part of the package that was submitted. Mr. Weiss stood to answer the question. He said this question is asked like the developer is reinventing the wheel. The reality is that the City has standard procedures in place. There is the Agricultural Rate which means when the property is just growing weeds, a certain amount of water runs off. When this project is done, after all the sidewalks, the parking lots and the roofs collect water, the water has to go through a process where it doesn't go anywhere at any greater rate than it would have if nothing had been built. That's the standard process that's built into the City site plan approval process. Mr. Weiss said they are not inventing this process, and the engineers aren't inventing it. This is what goes into place on every project. This prevents the water that comes from the sky from going into the next-door neighbor's kitchen as they alleged. Instead, it goes into water detention basins. He said Lonny summarized this when he said they're going to be getting 30% less water going toward them. Mr. Weiss said another thing that hasn't been mentioned is that in between this project and their project, they will comply 100% with the stormwater detention basins that are already built into the system. He said it happens during the site plan process for every project and it guarantees that the Agricultural Rate is complied with.

Mr. Weiss said from the railroad tracks on the east, all the way to the west end, there is the "Grand Canyon." He said it is 100' wide, 40' deep and 1200' long. This canyon lies between this project and Ridgeview. If all the drains got plugged, the water would go down into the "Grand Canyon" and the "Grand Canyon" goes to the Rouge River. It doesn't climb up 20' from the bottom of the "Grand Canyon" into anyone's kitchen. There are multiple levels of engineering and regulations that the previous engineers designed and put into place. He said they are complying with all of that. It will be submitted into the site plan and will be guaranteed by the existing processes rather than being something the developer had to invent.

Mayor Pro Tem Casey said generally, when they get a development proposal in front of them, they get a certain amount of information. That last time Council saw this developer was in December 2024. The information they had at the meeting was a piece of what they expected to see rather than the full amount. That is why she was asking for clarity on the stormwater management plan. Mayor Pro Tem Casey asked Ms. Bell if there was additional information that could be provided. She said she respected that the engineer was not there to answer the questions, but when you make a statement like, "It's going to follow the stormwater management plan," it's fair game for Council to ask questions. She also said she did not appreciate the lecture Mr. Weiss just gave her as a response to her question. She asked Ms. Bell to come up and provide additional information.

Mr. Weiss said he'd like to add one more thing. He said what is shown on the drawing in conformance with standard, normal things are storm sewers with pipes that go to the water detention basins. The size of those pipes and the size of the detention basin will hold the water when it rains. There is an engineered, smaller pipe that lets the water come out and go into the Rouge River at the same Agricultural Rate as if the water were falling on the ground as if nothing were built. For the specifics, he didn't mean to be insulting, he just meant to say that Council doesn't need to rely on the developer because they have existing systems in place. He said what is shown on the drawings are the water detention basins. That is what is normally done and what are included here.

Ms. Bell stood and said she is not an engineer, but she was given some helpful graphics. The area in yellow that would normally go to the south is shown as surface drainage through the existing trees and fields that are there today. The area in green goes more toward the Middle Rouge. As they're showing in the proposed PRO, the site develops a much larger area falling into areas that are part of the stormwater management system. That water gets conveyed to the basin that is located over here. It is designed in a manner that will release the water at a controlled rate into the Middle Rouge this way. The yellow area is a much smaller area that will continue to drain to the south because that is the sloped area that naturally goes that way. Mayor Pro Tem Casey thanked Ms. Bell and said the information Ms. Bell provided was helpful. The image didn't translate what Ms. Bell explained.

Mayor Pro Tem Casey asked Mr. Zimmerman about the screening between the development. She likes that they are planning to do 150-170'. She asked if there are existing trees they will be supplementing in those spaces. She asked if there are existing trees that don't require any kind of additional supplementation. She asked what the plan is for the actual trees in that space. Mr. Zimmerman said they are going to leave the existing trees as much as possible. They are also going to provide screening. They reviewed this via a meeting with Ms. Macbeth, Mr. Meter, and their landscape architect, Mr. Jim Allen, a couple of months ago. They have committed to evergreen screening going in at probably 10-12' high evergreens. He believes the opacity requirement is around 80% and they'll comply with that. He said they've committed to the HOA and the City, so that will happen.

Mayor Pro Tem Casey said she knows the developers will meet all the requirements. She appreciates that they'll be putting in taller evergreens rather than the shorter, more viable ones. She appreciates that they'll amplify the existing trees. In terms of the timing, she asked when they will be putting in the screening. A different recent development planned to put the screening between the development and the residential behind it before they started construction on the site. She asked Mr. Zimmerman what their timing is for them to do any further work in that space. Are they going to do that before they start developing or in the middle? She asked if they have a sense for when that work will get done. Mr. Zimmerman said they haven't talked about it. He said it would make sense that it would happen toward the beginning of the development process, but he's not the person who would schedule that. He said the plan would not be to wait until everything is all done and then put the screening in. Mayor Pro Tem Casey asked if they'll

have that submitted to Council by the time they see it for final approval. He said they can provide that. She said she would like that to be an expectation for the next time they see this.

Mayor Pro Tem Casey asked about the timing of the road work. She said they understand more about what the changes will be on 10 Mile Road due to Member Gurumurthy's detailed questions. They also understand that 10 Mile Road is owned by RCOC and because of that, the developer will be, in some measure, at RCOC's whim for when they're going to get the work done. She asked if RCOC will be paying for the work or if the developer will be covering the cost of the extensions to the roadwork. Mr. Zimmerman checked with Mr. Weiss and said that the developer will be paying for the roadwork. She said having some clarity about the timing as best as they can with working with RCOC would be helpful for Council to have by the final submittal. Mr. Zimmerman said as they move toward site plan approval, their engineers will be discussing this project with RCOC more intensively. Mayor Pro Tem Casey said she is very interested in the timing aspect for the roadwork.

Mayor Pro Tem Casey said when she looks at the connector options, she appreciates the work the developer has done. Council asked them to come back with options and they did. She believes Option 3 is the next best. For the people who moved into Ridgeview, there was an obvious visual cue that there was going to be a connection. The sidewalk and where it starts to curve were done before the buildings were finalized and people started moving in. That should not have been a surprise to the residents of Ridgeview. She believes doing Option 1 is the preferred option, but she will not push for it because the developer has graciously conceded that to the HOA. She will support Option 3, but she thinks not doing Option 1 is going to turn out to be a mistake and that Council will want to do that in the future.

Mayor Fischer said there has been a lot of robust conversation on this topic. He agrees with most of the sentiments that have been expressed. He said sometimes people think that if Council fights about different options or if they use certain delay tactics, nothing will happen on the property. That isn't true. There could be a Kroger, or a 290,000 square-foot industrial building, 40' high with 600 parking spaces there. Either of those would decimate all wetlands and woodlands in the area. He said Council has a very tough process and decision to make sure they're balancing all the different needs. He thinks this proposal does just that, given where it is in the city and what it connects to, meaning near some industrial and abutting some residential. Overall, he is comfortable with the proposal as it is.

Mayor Fischer talked about Options 1, 2 and 3. He said it was almost insulting that Option 2 was put out there. Option 1 is his preferred option. He hates to walk away from a promise that they made to 66,000 residents when they approved the Ridgeview proposal. Having said that, he was one of the sternest voices the last time this proposal came before Council saying that everyone needed to get in the room, have a discussion and come out with a compromise. So, while he prefers Option 1, he supports the agreement the developer and the HOA came to for Option 3.

Member Staudt asked Mr. Weiss if he volunteered to put the pathway that is part of Option 3 on a piece of property that he currently owns. Mr. Weiss said yes. Member Staudt asked what his intention is with that property. Member Staudt said he saw it was for sale and now, Mr. Weiss is putting a pathway on the back portion of it. He asked Mr. Weiss what he is thinking about with that property, considering that, to him, it's an extremely sensitive environmental piece of wetlands for the most part. Mr. Weiss said that property has limits, but a lot of it is high and dry. Buildings can be put on there without compromising the wetlands, the wetland rules and the wetland buffers. In the future, it will get developed in conformance with the Master Plan and the zoning. A little bit less of it might be available to whatever extent this walkway takes up. He said the walkway won't have any material effect on it because within a very small distance from that walkway is a big drop off down to the river. He doesn't see that that walkway has a big impact on what's left. He said what's left there, in the center, is a small lake and that will stay there. All the sensitivities that are built into the regulations to make sure it stays there and stays protected will remain in place. The high and dry areas, north of it, will probably get some buildings built there in conformance with the zoning and the Master Plan. Member Staudt said he hopes Mr. Weiss will keep an open mind in the future in case someone comes looking to preserve that property long-term. Mr. Weiss said he expects that that will happen no matter what because all the EGLE regulations and the City of Novi's regulations that protect wetlands are already in place, pretty much guaranteeing that. Mr. Weiss joked that no one will try to turn it into a Kroger or a parking lot. Member Staudt said maybe someone will turn it into a park.

Roll call vote on CM 26-01-005

**Yeas: Heintz, Martinez, Smith, Staudt, Fischer,
Casey, Gurumurthy**

Nays: None

- 2. Consideration of approval to award engineering design services to AECOM for 11 Mile Road, Wixom Road to Beck Road, rehabilitation and reconstruction, and for the construction of a roundabout at the intersection of 11 Mile Road and Beck Road, in the amount of \$108,976.**

CM 26-01-006

Moved by Smith, seconded by Staudt: MOTION CARRIED 7-0

Approval to award engineering design services to AECOM for 11 Mile Road, Wixom Road to Beck Road, rehabilitation and reconstruction, and for the construction of a roundabout at the intersection of 11 Mile Road and Beck Road, in the amount of \$108, 976.

Roll call vote on CM 26-01-006

**Yeas: Martinez, Smith, Staudt, Fischer, Casey,
Gurumurthy, Heintz**

Nays: None

3. Consideration of approval to award engineering design services to AECOM for a Meadowbrook Road, 9 to 10 Mile Road, project, in the amount of \$128,267.

CM 26-01-007 Moved by Martinez, seconded by Gurumurthy: MOTION CARRIED 7-0

Approval to award engineering design services to AECOM for a Meadowbrook Road, 9 to 10 Mile Road, project, in the amount of \$128,267

Roll call vote on CM 26-01-007

**Yeas: Smith, Staudt, Fischer, Casey,
Gurumurthy, Heintz, Martinez**

Nays: None

4. Approval and confirmation of goal language from January 10, 2026 Council Goal Setting Session

City Manager Cardenas said what is presented is the staff's best efforts to encapsulate what was developed earlier this month at Council's goal-setting session. This is an opportunity for Council to make changes. Staff will be starting on these goals post-haste.

Member Martinez thanked the staff, City Manager Cardenas and his team for getting the goals digested and turned into actionable items. He thinks he came in very aspirational to the goal-setting meeting and he appreciates how the staff turned that discussion into something concrete, verifiable, and trackable. In other words, it checks all the boxes they had at the goal session, and he appreciates all the work that went into doing that.

Member Gurumurthy said in the update to their current goals, there was a goal related to downtown Novi—the strategy, vision and vibrancy. She believes there has already been a lot of work done and, in fact, something is coming up at the end of January. She said there is a goal Council voted on for economic development. Because the goal and the activities are ongoing, she asked if there is a way Council could look at this goal in terms of that economic development perspective and then continue the work that's been happening.

City Manager Cardenas said this is something that is on-going in terms of looking at Main Street as well as other ideas at Town Center. He said it is up to Council if they'd like to amend the goal to add something in there with respect to the four corners of Grand River and Novi Road. Mayor Fischer said the time for changing and combining the goals has passed; however, he would like the staff and City Manager Cardenas to hear the sentiment behind the robust economic development goal. He does not feel like the work that has been done on that goal over the past two years has been up to the standards of what he and Member Gurumurthy intended. A couple of tactical things have been done, but the planning out of a strategy on making that entire area more vibrant has

fallen short. He believes this emphasis fits nicely as something staff can work on under the umbrella of the economic development goal. He also believes Council has been clear about this being a goal of utmost importance by how many votes it received. Member Gurumurthy agreed that this is her sentiment as well.

Member Staudt said he is a bit nervous about committing in the goals to fund a public art fund for taxpayer dollars for roughly \$70,000 a year—not knowing whether this fits into the budget or not. He recognizes that this is a goal, not a mandate or a requirement, but there are some challenges the City will be facing from a budget perspective in the next several years. \$70,000 per year in the big picture of Novi's budget is a relatively small amount of money, but it is taxpayer dollars. He said he wasn't 100% sure that when they combined these two into a single goal that they were committing to spending \$70,000 per year on funding public arts. He said he is keeping an open mind to it, but in his mind, if Council is going to do this, it should be a budget line item rather than a goal.

Mayor Fischer said he agrees with Member Staudt in that it is a goal at this point. What he says about goals is that Council sets the vision out there, they do not set the roadmap of how to get there. That's City Manager Cardenas's job. He also agrees that Council has received some signals about the revenue plateauing and costs are escalating with personnel and operating expenses. He said that doesn't mean that they have to get to the full funding of this goal in this budget year. They don't have to do the full \$77,000 this year. They could start small. There are different options. He said it's a good point to bring up the budget impact of this goal as well as others so Council can be cognizant of the issues there. Eventually, they will need to pass the budget with at least five votes.

Mayor Fischer thanked Ms. Mahoney for pulling the goals together. When he was in the goal-setting session, he caught himself wondering what they were talking about. He appreciated how she was able to put together a concise, professional effort that represents Council's thinking.

CM 26-01-008 Moved by Casey, seconded by Smith: MOTION CARRIED 7-0

**Approval and confirmation of goal language from January 10, 2026
Council Goal Setting Session.**

Roll call vote on CM 26-01-008

**Yeas: Staudt, Fischer, Casey, Gurumurthy,
Heintz, Martinez, Smith**

Nays: None

**5. Consideration of a Resolution Regarding the Sunsetting of the Older Adult Services
Advisory Board.**

Mayor Pro Tem Casey thanked the current and past members of the Older Adults Advisory Board for the work they have done since 2013. When they had the Older Adults Needs Committee, one of the goals they had was the formation of a Council-appointed Older Adults Advisory Commission or Board. They are still moving toward that goal. Since working on the Novi 2050 project, she thinks it's right to briefly pause and listen to the residents when they go through the work of doing the plan before they try to build a charter for a new commission. She would like the residents to tell them what they would like the commission to focus on. This is a goal, meaning it is not attached to funding. She believes they could get this new commission up and running by the end of the year. This has come up because they have seen some challenges with availability of their current commission members. Understanding that and with the 2050 plan in the works, it makes sense for them to take the time now and sunset this board and lead it to its conclusion.

CM 26-01-009 Moved by Casey, seconded by Smith: MOTION CARRIED 7-0

**Approval of the resolution regarding the formal sunseting of the
Older Adult Services Advisory Board.**

Roll call vote on CM 26-01-009

**Yeas: Fischer, Casey, Gurumurthy, Heintz,
Martinez, Smith, Staudt**

Nays: None

CONSENT AGENDA REMOVALS: None

AUDIENCE COMMENT:

John Sands, 22800 Napier Road, said they've been in Novi for 80 years. He said he never heard that they were going to be cutting trees in the tree line. When they put the new road in, Oakland County cut down every single tree he had on the east side of his property, at the road. He said in the fence line, there were at least four willow trees that were all about 3-4' in diameter. He brought a picture of David Barr's book so he could show Council the trees. He said he understands that you might want to put a sidewalk around the pond and that's great, but he wanted to show the two trees that are already gone. He said all of this happened on Wednesday. He said the trees were there and they enjoyed them for 35 years. There are two left that are on his property. As far as he knows, no one did a survey. Mr. Sands asked Council to do whatever they can do about the willow trees.

COMMITTEE REPORTS:

1. Rules Committee – Mayor Fischer

Mayor Fischer said they met and Council had approved the item on the Consent Agenda.

2. Ordinance Review Committee – Mayor Fischer

Mayor Fischer said they reviewed an ordinance related to recycling fees and trash fees. He said recycling fees have continued to increase in cost to the City. The committee would like to make sure there is flexibility to get reimbursement there.

3. Finance and Administration Committee – Mayor Fischer

Mayor Fischer said they had a couple of different topics. One was Plante Moran where they reviewed some governance documents of what will come to Council for approvals. He believes that information will be coming in the next admin packet. They also continued their discussions on the Novi Ice Arena, an item that was referred to this committee in the middle of 2025. Finally, Ms. Walsh had shared with them information on Council chamber refurbishments. They took the opportunity to hear more about her memo. He encouraged the other Council members to take a look at her memo, too.

4. Long-range Strategic Planning Committee – Mayor Pro Tem Casey

Mayor Pro Tem Casey said they met earlier before Council and had a conversation with their partner, Shockey. They talked, worked through and finalized some more of the project plan and timing. There are going to be a couple of virtual workshops coming up in early February. One of them is going to be with staff to start educating Shockey on what they do and know about the City. The second is going to be with the Long Way Strategic Planning Committee. She said Shockey will be here in April on a date yet to be determined. They are going to schedule a couple of additional workshops at that time and they'll have more details as that event gets closer.

5. Environmental Sustainability Committee – Councilmember Smith

Member Smith said they had a good discussion with representatives from My Green Michigan. They do food waste composting for some of Novi's neighboring cities. The committee received a proposal from My Green Michigan to do something in Novi. They'll be discussing the proposal at their upcoming meeting on February 9, 2026. There may be a request to Council after that.

6. Public Utilities and Technology Committee – Councilmember Gurumurthy

Member Gurumurthy said their committee is focusing on four main areas: GLWA, DTE, Priority Waste and broadband. GLWA remains their top priority. The committee is working toward receiving regular status updates now with clear milestones and the task. This will help them better communicate with Novi's residents. The GLWA posted an update on January 21, 2026. She asked Council to take a look at that on their website. DTE is another focus. They are seeking more detailed information on the December power outages, including root causes and the age of the lines. Priority Waste is another thing where they are reviewing the data on delayed pick-ups. Most of the data comes from residents' reported calls. They are encouraging residents to report issues. They can call Priority

Waste and the City. This will help them build a complete and accurate picture. Broadband is their fourth pillar where they are working to understand the current fiber landscape in Novi through word of mouth. They have some plans to make a map more solid so they can understand where the gaps are.

7. Mobility Committee – Councilmember Staudt

Council Member Staudt said they talked about sidewalks on the east side of Taft Road and pathways and trailways as they pertain to PRO's. They talked about getting the Mobility Committee involved in talking about how those are public benefits. They have a member of the Parks and Recreation Commission, some planning commissioners and three Council members on the committee. They could all provide some input regarding the actual public benefit of the trailways and pathways as they pertain to PRO's.

MAYOR AND COUNCIL ISSUES:

1. Data Centers - Councilmember Martinez

Council Member Martinez said he thought long and hard before he brought this topic up. He said it's reasonable that as they discuss and debate things at the Council table, they're not just being the proverbial cat, chasing the laser pointer, or in other words, not chasing a fad or having a knee-jerk reaction to something. His thoughts on this topic have evolved. Originally, he was of the mindset that the kinds of developments they've seen in neighboring communities that have generated a lot of interest and pushback, really wasn't viable here. He said that is mostly due to a lack of available space for this kind of land use. His initial thought was that Novi doesn't have that available space for those kinds of large data centers that they've seen in other areas. However, as he started delving into this and looking at projects that have come up in other cities, he came across a plan from the City of Lansing where a data center was being placed on roughly a half-acre. It still takes a lot of power consumption and still has a large impact on the surrounding areas. This really changed his calculus on this issue and led him to believe there was at least some discussion and maybe clarification that needed to happen.

Member Martinez said that several weeks ago they got some information from staff that indicated to him that this might be a blind spot in Novi's ordinance. He decided to bring it up for discussion at the meeting, hoping they could have a discussion so they can provide certainty to potential applicants, certainty to planning and to the Council and, of course, to the public. He made a motion to direct the City Attorney in conjunction with staff to prepare proposed amendments to the Novi Zoning Ordinance for Council review, to clarify and distinguish existing land use category of data processing and computer centers from modern, high-powered data center facilities, including those designed to support artificial intelligence platforms, and to recommend appropriate definitions, district location standards and an evaluation of whether such facilities could be subject to special land use review and related requirements so that potential impacts on public health, safety and welfare are fully addressed.

Mayor Fischer said he had read a memo prepared by staff a few weeks ago and he understood that this has already been contemplated. City Manager Cardenas said yes, the City Attorney is already working on it, convening a work group with a group of attorneys to take a look at this. The City's planning staff is also looking into it this week in terms of having some preliminary information regarding the specificities they are looking for. City Attorney Schultz said that was accurate. They have read the staff memo and had conversations with folks at the City. They are sort of underway with exactly what Member Martinez put down in his thoughts. He said that's sort of what's going on in his office. After he spoke with Community Development, he believes they are doing the same thing. He said he doesn't know if there is a need for a formal motion at this point. Mayor Fischer said he feels very comfortable that staff is on top of this topic, given the information that has already been provided. He doesn't believe a formal motion is needed. He turned it over to Council because there was a motion made

Member Martinez asked City Attorney Schultz if part of the review taking place is going to consider whether they could have these types of facilities as a special land use, which would then have to come before Council for their consideration and vote. City Attorney Schultz said yes, he believes that is accurate.

Member Smith had some comments on data centers. He said they've received a lot of attention recently due to the need for new centers to support AI. They've really been around since the start of the internet, supporting web-hosting cloud services, streaming music and video. Pretty much anything you do on the internet goes through a data center at some point. He said they'll be around regardless of what happens to the current boom and AI. The other thing that has really drawn attention is the scale. If you define a data center as a computer or a group of computers providing data services over the internet, that could be my system at home that has a VPN so he can access his computer from anywhere, it could be your employer's server room that has a couple racks of computers, or it could be Saline using 1.4 gigawatts of energy with bigger ones on the way. He thinks this is a good time to be reviewing that because to zone it, they have to know what it is. He doesn't know if they know what it is yet. He is very confident Novi's planning and legal staff can come up with a good definition that will work for the Novi residents and businesses and that won't get them into any legal trouble.

Member Smith said other concerns about data centers are the environmental impacts due to the additional electric capacity required and groundwater use, given how they're cooled. He said that's kind of beyond the scope of what Novi can address. That's up to EGLE and Public Services Commission to make those kinds of decisions. There are concerns, but he believes there are also upsides. The data center Member Martinez referred to is using its excess heat to supply heat to the downtown heat loop in Lansing which heats up the Capitol complex and a GM plant. He thinks that is a very creative use of something that was just getting dumped into the atmosphere. Any data center requires improvements to the local power grid and internet access in the area. Perhaps they would be able to leverage improving the power grid and/or internet in the City. He supports treating it as a special land use. The ground is changing so fast. He would like to

have City Council be able to take a look at anything that comes up because any rule they write this year could be obsolete next year, based on technology coming through.

Member Heintz asked City Attorney Schultz what the difference is if they don't vote on this compared to if this were a vote. He asked if they were to make a motion and vote, would it change priorities or a level of action or anything that the attorney's office would be doing. City Attorney Schultz said they are going to do the same thing. Either way, yes. Member Heintz asked if there were a downside to them voting that night. City Attorney Schultz said there is no downside or upside. He said they are literally doing what Member Martinez put in this motion. He said it is Council's call. Member Heintz asked Member Martinez if this is something he was still interested in. Member Martinez said he is satisfied with what City Attorney Schultz said. He said part of making the motion he thought was part of just the mechanisms for how they would do that. He said he'll chalk it up to being a rookie at the table. Based on the information the City Attorney provided, he was comfortable withdrawing that motion in hopes that they can get some concrete information or plans within a reasonable amount of time. He withdrew his motion.

COMMUNICATIONS: None

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 8:54 P.M.

Cortney Hanson, City Clerk

Justin Fischer, Mayor

Transcribed by Diana Charles
Customer Service Representative

Date approved: February 9, 2026



CITY OF NOVI CITY COUNCIL
FEBRUARY 9, 2026

SUBJECT: Approval of request to transfer ownership of an existing 2025 Class C license from CH Novi LLC to Bloomfield 14, LLC (dba Emagine Theater), located at 44425 W Twelve Mile Rd., Novi, MI 48377.

SUBMITTING DEPARTMENT: City Clerk

KEY HIGHLIGHTS:

- Bloomfield 14, LLC has purchased the business currently operated by CH Novi LLC, and has requested to transfer the existing liquor license between companies.
- Emagine Theater will continue current operations with no changes to the premises.
- The new owner has experience in the ownership and operation of movie theaters and has broad experience in responsibly serving alcoholic beverages within its theaters.

BACKGROUND INFORMATION:

Bloomfield 14, LLC requests to transfer ownership of an existing Class C & SDM license from CH Novi LLC. Bloomfield 14, LLC has purchased all of CH Novi, LLC's assets in the Emagine Theater and will continue to operate in a similar manner as it currently functions.

The general licensing policy as stated in Chapter 3 of the City Code states, at Section 3-13, that an applicant must demonstrate in particular that the proposed facility:

- a) Will provide a service, product, or function that is not presently available within the city or that would be unique to the city or to an identifiable area within the city.
- b) Is of a character that will foster or generate economic development or growth within the city, or an identifiable area of the city, in a manner consistent with the city's policies.

- c) Represents an added financial investment on the part of a long-term business or resident with recognized ties to the city and the local community.

More specific review criteria are set forth at subsection 3-15(g), and in addition to the general information regarding the applicant and the facility or building at issue, they require a review of the benefits to the community of the proposed use:

(3) Benefits to community:

- a) The effects that the issuance of a license would have upon the economic development of the city or the surrounding area.
- b) The effects that the issuance of a license would have on the health, welfare, and safety of the general public.
- c) Whether the applicant has demonstrated a public need or convenience for the issuance of the liquor license for the business facility at the location proposed, taking into consideration the following, together with other factors deemed relevant by the council:
 - 1. The total number of licenses for similar establishments and/or operations in the city, considered both in terms of whether such number of similar establishments is needed and whether there may be a need for other types of establishments that could go unmet if the requested license were granted.
 - 2. The proximity of the establishment to other licensed liquor establishments, the type of such establishments, whether such other establishments are similar to that proposed, and the anticipated impact of all such determinations.
 - 3. Whether the proposed location is in an area characterized as developed, redeveloping, or undeveloped, and the anticipated impact of approving the newly proposed establishment in light of such character, taking into consideration the need for any type of additional licensed establishment in the area, and the need the particular type of establishment proposed.
 - 4. The impact of the establishment on city policing and code enforcement activities;
 - 5. The overall benefits of the proposed establishment to the city;
 - 6. The overall detriments of the proposed establishment to the city; and
 - 7. Any other factors that may affect the health, safety, and welfare relative to the need for and/or the convenience of the proposed establishment in the city.

RECOMMENDED ACTION: Approval of request to transfer ownership of an existing 2025 Class C license from CH Novi LLC to Bloomfield 14, LLC (dba Emagine Theater), located at 44425 W Twelve Mile Rd., Novi, MI 48377. The transfer will promote the continuing availability of the movie-going experience in the same location under a new owner. The business will be operated in the City in a manner consistent with City ordinances and will be in a location that continues to demonstrate a need for this particular type of establishment.

November 20, 2025

Ms. Courtney Hanson
City Clerk
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

Re: City of Novi Liquor License Application
Applicant: Bloomfield 14, LLC
Current Licensee: CH Novi, LLC d/b/a Emagine Theater
Address: 44425 W. 12 Mile Rd., Novi, Michigan 48377

Dear Clerk Hanson,

This firm represents Bloomfield 14, LLC, which has entered into a purchase agreement to acquire substantially all of CH Novi, LLC's assets, including the Class C liquor license and permits that it holds at 44425 W. 12 Mile Rd., Novi, Michigan 48377. Our client plans to assume operations of the Emagine Theater in early 2026, and has no plans to change the premises or business in any way at this time. Bloomfield 14, LLC is an indirect subsidiary of Kinopolis Group, N.V. which is a publicly traded company on the Brussels Stock Exchange under the ticker symbol KIN. Our client is very experienced in the ownership and operation of movie theaters, and has broad experience responsibly serving alcoholic beverages within its theaters.

In connection with this pending transaction, we have enclosed the City of Novi Liquor License Application, along with the following items for your review:

1. Check in the amount of \$1,000 to cover the application fee;
2. Ownership Chart for Bloomfield 14, LLC;
3. Site Plan for the Emagine Theater (no changes);
4. Concessions Menu (no changes);
5. Articles of Organization for Bloomfield 14, LLC;
6. Operating Agreement for Bloomfield 14, LLC;
7. Articles of Incorporation for Kinopolis US, Inc. (*formerly known as MCPS Acquisition Vehicle, Inc.*);
8. Bylaws for Kinopolis US, Inc. (*formerly known as MCPS Acquisition Vehicle, Inc.*); and
9. Belgian Articles of Association for Kinopolis Group, N.V.;

November 20, 2025

Page 2

Please process this application at your convenience, and let us know if a hearing before the City Council is required. We appreciate your assistance with this matter, and will await your response.

Very truly yours,

HONIGMAN LLP

A handwritten signature in black ink, appearing to be 'JP' or 'JPH' with a stylized flourish.

J. Patrick Howe



CITY OF NOVI, MICHIGAN

Liquor License Application

Questionnaires A and B

**Questionnaires A and B are to be
completed and returned to the
Novi City Clerk's Office**

Licensing Policy

This article establishes an application and review process for the issuance of both new licenses and the transfer of existing licenses into the city or between or among applicants. The process is intended to ensure that the individuals and entities seeking licenses from, or charged with operating licensed establishments within, the city meet certain minimum requirements as to criminal history, past conduct, and ongoing business operation standards. It requires city council review of application information in light of certain criteria that is established for purposes of identifying the kinds of facilities that qualify for a license. It reserves to the city any and all discretion afforded it under applicable law relating to the issuance of licenses.

As a general matter of policy, applicants for a license will need to demonstrate an identifiable benefit to the city and its inhabitants resulting from the granting of the license. While all of the criteria set forth in this article are relevant to the decision whether to grant a license, an applicant must demonstrate in particular that the proposed facility:

- (a) Will provide a service, product, or function that is not presently available within the city or that would be unique to the city or to an identifiable area within the city;
- (b) Is of a character that will foster or generate economic development or growth within the city, or an identifiable area of the city, in a manner consistent with the city's policies; or,
- (c) Represents an added financial investment on the part of a long-term business or resident with recognized ties to the city and the local community.

The weight to be given to each item of the criteria identified in this article, and the determination whether a particular applicant meets or satisfies those criteria is intended to be within the sole discretion of the city council.

Requirements and Procedures

1. Complete the Michigan Liquor Control Commission Application. Contact M.L.C.C. in Lansing at 517-322-1400 or toll free 1-866-813-0011.
2. Fully complete the **Novi Liquor License Application Questionnaires A and B** and return them to the City of Novi Clerk's Office within 30 days. Complete **Questionnaire C** and return it to the Novi Police Department within 30 days.
3. Please review and include with the applicant's initial **cover letter**, a response to the Novi Alcoholic Liquor Ordinance, Article II, Section 3.14 (a) *Facilities for which new licenses may be granted*.
4. Attach a non-refundable **application fee** of \$1,000.00, plus \$210.00 for each person with a financial or management interest in the application including, but not limited to, partnership partners, corporate officers and directors. Please make the check payable to the City of Novi.
5. ***Site Plan** (1 copy - signed and sealed by a registered architect/engineer). If the facility is to be located in a proposed building for which site plan approval has not yet been obtained, or in an existing building that is to be remodeled, you must submit a conceptual site plan showing the proposed building and the relationship of the building to the surrounding properties and their uses.
6. ***Building Façade Plan** (1 copy - signed and sealed by a registered architect/engineer) – all sides, including signage. If the proposed building final site plan has been previously approved by the Novi Planning and Community Development Department and there are no changes, then please submit a letter of verification stating there will be no such changes along with this application.
7. ***Interior Plan with seating arrangement** (1 copy - signed and sealed by a registered architect/engineer). If the proposed interior has been previously approved by the City of Novi Building Department and there are no changes, then please submit a letter of verification stating there will be no such changes along with this application.
8. One full copy of the **menu**.
9. **Administrative Special Land Use** (see next page).
10. Provide any other information pertinent to the applicant and operation of the proposed facility that may be required by the Novi Alcoholic Liquor Ordinance, Article II.

*No site plan, building façade plan, interior plan or any part thereof, may be changed by the applicant once they have received approval in conjunction with the liquor licensing process. Applicant must submit separate plans and fees as required by other City of Novi departments and consultants in accordance with standard review procedures, if applicable.

Administrative Special Land Use

In addition to the Liquor License procedures noted above, any new establishment serving alcoholic beverages, and/or any expansion or significant change of site plan for an existing establishment, will need to follow the administrative Special Land Use public hearing process through the Community Development Department. The following must be submitted directly to the Community Development Department when a Liquor License application is submitted.

- **Application for Site Plan and Land Use Approval** form.
- Completed **Service of Alcoholic Beverages Special Land Use Application Checklist**, along with four sets of site plans and narratives as described in the checklist.
- Special Land Use **fees** (and possibly Site Plan review fees) will be assessed to the applicant.

The applicant is asked to contact the Community Development Department Planning Division at (248) 347-0475 to determine exactly what is needed for the Special Land Use application and site plan.

The Special Land Use and public hearing process will be handled by a committee represented by members of the Community Development Department, Public Services, and Assessing Departments for any new liquor license application, or for those applications that request an amendment to a site plan. The results of the special land use consideration and the public hearing process will be forwarded to the City Council for consideration along with the consideration of the Liquor License.

Special Circumstances

Transfers that involve the following circumstances may be placed on a City Council agenda for consideration without payment of a fee and without the necessity of furnishing the information required for new licenses:

- (1) The exchange of the assets of a licensed sole proprietorship, licensed general partnership, or licensed limited partnership for all outstanding shares of stock in a corporation in which the sole proprietor, all members of the general partnership, or all members of the limited partnership are the only stockholders of that corporation.
- (2) The removal of a member of a firm, a stockholder, a member of a general partnership or limited partnership, or association of licensees from a license.
- (3) The occurrence of any of the following events:
 - (a) A corporate stock split of a licensed corporation.
 - (b) The issuance to an existing stockholder of a licensed corporation of previously unissued stock as compensation for services performed.
 - (c) The redemption by a licensed corporation of its own stock.
 - (d) A corporate public offering.

Questionnaire A – Applicant Cover Information and Procedures for Liquor License

The Novi City Council will consider whether an applicant's proposal for a liquor license is reasonable when measured against the information contained within this completed application. Please answer each question thoroughly. All answers should be typed or printed legibly and neatly in black ink. If the space provided is insufficient for a complete answer, use additional sheets of paper, following the same format used in the questionnaire and attach to that part of the application. Failure to provide all required information or attachments could result in delay or denial of liquor license. All liquor license applications are subject to final approval by the Novi City Council. Please refer to Novi Alcoholic Liquor Ordinance, Articles I-II.

1(a). Name, address and phone number of applicant:

Bloomfield 14, LLC

41000 Woodward Ave., Suite 135-East

Bloomfield Hills, MI 48304

(248) 220-3165

1(b). Name, address and phone number of business:

Emagine Novi

44425 W 12 Mile Rd.

Novi, MI 48377

(248) 468-2990

NOTE: If the applicant is a partnership, you must include the name and address of each partner and attach a copy of the partnership agreement. If the applicant is a privately held corporation, you must include the name and address of each corporate officer, member of the board of directors and/or stockholders. Attach a copy of the articles of incorporation.

2. Type of liquor license applying for (circle all those that apply):

☒ Class C ☐ Resort ☐ Tavern ☐ Club ☐ Hotel A B ☐ Quota ☒ Transfer ☐ Microbrewery/Brewpub

Theme of Proposed Business:

Change of ownership of Movie Theater. No changes to business or building.

3. Street address and legal description of the property where liquor license is to be located:

44425 W 12 Mile Rd, Novi, MI 48377

T1N, R8E, SEC 15 PART OF N 1/2 OF SEC BEG AT PT DIST S 88-35-38 W 1690.26 FT & S 01-53-38 E 380 FT FROM NE SEC COR, TH S 01-53-38 E 2162.77 FT, TH N 83-29-50 W 997.39 FT, TH N 81-25-51 W 236.34 FT, TH N 01-52-22 W 2258.06 FT, TH N 42-38-24 E 38.25 FT, TH N 87-32-34 E 202.19 FT, TH N 88-35-38 E 682.10 FT, TH S 01-24-22 E 305 FT, TH N 88-35-38 E 309.80 FT TO BEG 64.46 A 8-5-15 FR -110

Questionnaire B – Administrative Background Information for Liquor License

The Novi City Council will consider whether an applicant's proposal for a liquor license is reasonable when measured against the information contained within this completed application. Please answer each question thoroughly. All answers should be typed or printed legibly and neatly in black ink. If the space provided is insufficient for a complete answer, use additional sheets of paper, following the same format used in the questionnaire and attach to that part of the application. Failure to provide all required information or attachments could result in delay or denial of liquor license. All liquor license applications are subject to final approval by the Novi City Council.

1. What is the applicant's management experience in the alcohol/liquor business?
Bloomfield 14, LLC is an indirect subsidiary of Kinopolis Group N.V., which is a publicly traded company on the Brussels stock exchange.
Kinopolis owns and operates 110 movie theaters across the world, and is under contract to purchase 14 movie theaters from Emagine Entertainment.
2. What is the applicant's general business management experience? Kein
Kinopolis Group N.V. owns and operates 110 movie theaters across the world, and is very experienced in the sale and service of alcoholic beverages.
3. What is the applicant's general business reputation?
Kinopolis Group N.V. has an excellent reputation and operating record.
4. What is the applicant's financial status and ability to build and/or operate the proposed facility on which the proposed liquor license is to be located?
Bloomfield 14, LLC is an indirect subsidiary of Kinopolis Group N.V., which is a publicly traded company on the Brussels stock exchange.
5. What are the applicant's past criminal convictions involving moral turpitude, violence or alcoholic liquors?
N/A - indirect subsidiary of publicly traded corporation.
6. Does the applicant use alcoholic beverages to excess?
N/A - indirect subsidiary of publicly traded corporation.

7. What is the effect that the issuance of a license would have upon the economic development of the surrounding area?

N/A - transfer of ownership of existing liquor license.

8. What effect would the issuance of a license have on the health, welfare and safety of the general public?

N/A - transfer of ownership of existing liquor license.

9. Has the applicant received responses from the Police Department, Building Department and/or Fire Department with regard to the proposed facility?

N/A - transfer of ownership of existing liquor license.

10. What is the public need or convenience for issuance of a liquor license for this facility at the proposed location?

N/A - transfer of ownership of existing liquor license.

11. What is the uniqueness of the proposed facility when contrasted against other existing or proposed facilities and the compatibility of the proposed facility to surrounding architecture and land use?

N/A - transfer of ownership of existing liquor license.

12. Does the facility to which the proposed liquor license is to be issued comply with the applicable building, plumbing, electrical and fire prevention codes and zoning statutes and ordinances applicable to the City of Novi? Has applicant received information from the appropriate departments?

Yes

13. What effect will the facility to which the proposed liquor license is to be issued have upon vehicular and pedestrian traffic in the area?

N/A - transfer of ownership of existing liquor license.

14. What is the proximity of the proposed business facility to other similarly situated licensed liquor facilities?

N/A - transfer of ownership of existing liquor license.

15. What is the proximity of the proposed facility to complimentary uses such as office and commercial development?

N/A - transfer of ownership of existing liquor license.

16. What effect would the proposed facility have upon the surrounding neighborhood and/or business establishments, including impacts upon residential areas, church and school districts?

N/A - transfer of ownership of existing liquor license.

17. What proposed or actual commitments are being made by the applicant to establish permanency in the community?

N/A - transfer of ownership of existing liquor license.

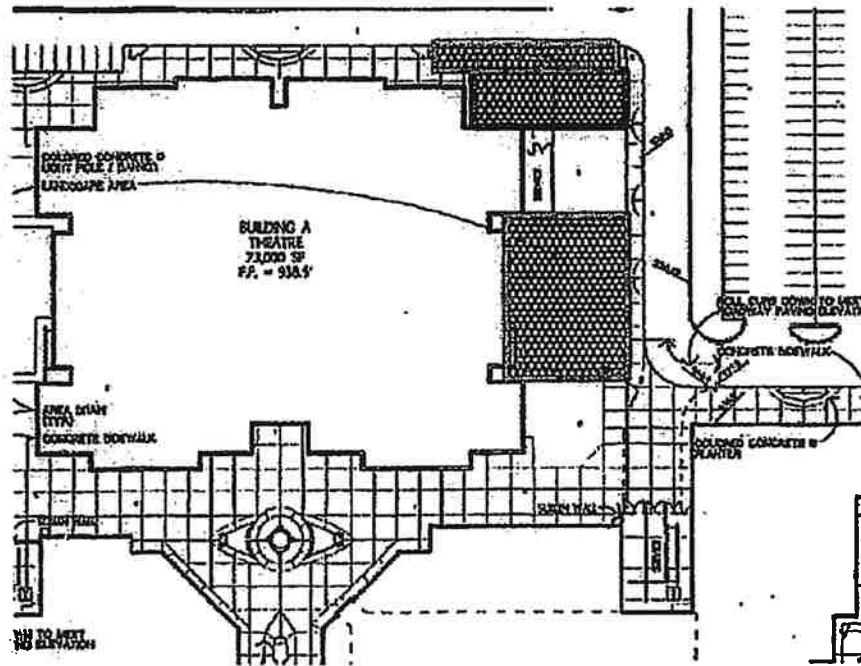
18. What utilities are available to serve the facility?

N/A - transfer of ownership of existing liquor license.

19. What other factors should the Novi City Council consider?

Application for change of ownership only. No changes to existing business or existing building at this time.

EXHIBIT B



Emagine Theater

Concessions Menu



Popcorn

At Emagine, Hollywood's favorite snack is served in a multitude of ways to satisfy every palate. Try our delicious, house-made cheddar corn, caramel corn, OlivEpop or our classic movie-style popcorn.



Enhanced Concessions

When popcorn just isn't enough, our enhanced concession menu features delectable options like pizzas, quesadillas, chicken tenders, pretzel bites, french fries, hot dogs and more!



Candy

For the sweet tooth in all of us, Emagine has a wide array of candy and snacks to choose from like M&M's, Raisinets, Reese's Pieces, Milk Duds, Sour Patch Kids, Cotton Candy and more!



Craft Beers

Stop by our "E-Bars" before you head to your seat and support local breweries with a beer from regional companies like Atwater, Shorts, Bell's, Founders, Griffin Claw, and more. We switch it up with the seasons.



Cocktails & Wine

Order your favorite classic mixed drink, one of our own innovative recipes or give one of our rotating monthly specials a try. We also offer a wide range of red and white wines for even the pickiest of wine connoisseurs.



Beverages

Emagine offers hundreds of unique drink options with Coke Freestyle. Connect to a Freestyle machine using the CCFS app, find machines near you, get special offers at your favorite locations, save your favorite drinks, and more!

MEMORANDUM



TO: CORTNEY HANSON, CITY CLERK
FROM: ERICK W. ZINSER *EZ*
DIRECTOR OF PUBLIC SAFETY / CHIEF OF POLICE
INITIATED BY: MICHAEL BENDER, DETECTIVE *MB*
SUBJECT: CLASS C LIQUOR LICENSE TRANSFER APPLICATION,
BLOOMFIELD 14, LLC
DATE: JANUARY 14, 2026

Liquor License Request:

Bloomfield 14 LLC has entered into a purchase agreement to acquire substantially all of CH Novi, LLC's assets, including the Class C liquor license and permits that it holds at 44425 W. 12 Mile Rd, Novi, Michigan 48377. Bloomfield 14 LLC plans to assume operations of the Emagine Theater in early 2026, and has no plans to change the premises or business in any way at this time.

Applicant/Background Information:

Bloomfield 14 LLC is an indirect subsidiary of Kinopolis Group, N.V. which is a publicly traded company on the Brussels Stock Exchange under the ticker symbol KIN. Kinopolis Group N.V. owns and operates 110 movie theaters across the world, and is very experienced in the sale and service of alcoholic beverages. Kinopolis Group N.V. is under contract to purchase 14 movie theaters from Emagine Entertainment.

Theme of Business:

There will be no changes to the existing business or existing building at this time.

Financial Review:

Due to the applicant being an indirect subsidiary of Publicly Traded Company, no financial data was provided on the application.

Summary:

Based on the information provided and the subsequent liquor investigation, I find no reason to deny the applicant's request. This request requires the approval of the Novi City Council.

C: Victor Cardenas, City Manager

MEMORANDUM



TO: Melissa Morris, Deputy City Clerk

FROM: Alan Hall, Deputy Director of Community Development *ASH*

SUBJECT: EMAGINE THEATER LIQUOR LICENSE TRANSFER

DATE: 01/21/26

The property located at **44425 TWELVE MILE RD** has received a Special Inspection permit (**PSI26-0016**) for the purpose of:

- ☐ Auctions
- ☒ Liquor license
- ☐ Arcade license
- ☐ Massage license
- ☐ Outdoor gathering
- ☐ Outdoor seating
- ☐ Other: _____

The Community Development Department has the following recommendation:

- ☒ Approved
- ☐ Approved with conditions (listed below)
- ☐ Not approved

Conditions:

If you have any questions, do not hesitate to contact me at (248) 347-0417.

Thank you!



January 12, 2026

CITY COUNCIL

Mayor

Justin Fischer

Mayor Pro Tem

Laura Marie Casey

Dave Staudt

Brian Smith

Matt Heintz

Priya Gurumurthy

Aaron Martinez

City Manager

Victor Cardenas

Director of Public Safety

Chief of Police

Erick W. Zinser

Fire Chief

John B. Martin

Assistant Chief of Police

Scott R. Baetens

Assistant Fire Chief

Todd Seog

TO: Cortney Hanson, City Clerk
Melissa Morris, Deputy City Clerk

FROM: Andrew Copeland – Fire Marshal

SUBJECT: -Liquor Business License Transfer –
Bloomfield 14 LLC, (Previous name – Emagine Theatre)
44425 W.12 Mile RD., Novi Mi. 48377

A fire inspection was conducted at the above business, on 10/14/2025, and the business has been found to be in compliance with the adopted fire prevention code.

The Fire Department does not have any objections to this Liquor License transfer at this time. The above Class C - Liquor License transfer is recommended for Approval.

Sincerely,

Andrew Copeland – Fire Marshal
City of Novi Fire Department

cc. file

Novi Public Safety Administration

45125 Ten Mile Road
Novi, Michigan 48375
248.348.7100
248.347.0590 fax

cityofnovi.org



CITY OF NOVI CITY COUNCIL
FEBRUARY 9, 2026

SUBJECT: Approval of Traffic Controls Order 26-01 through 26-10 for various regulatory signs for Bolingbrooke Lane, Ellesmere Circle, and Yardley Drive within the Bolingbrooke subdivision.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Bolingbrooke was accepted as public on January 9, 2023
- Traffic Control Orders for regulatory signs

BACKGROUND INFORMATION:

Following acceptance of Bolingbrooke Lane, Ellesmere Circle, and Yardley Drive within the Bolingbrooke subdivision, the Traffic Control Orders for the following regulatory signs are now being accepted to allow enforcement of the signs.

Traffic control orders are required under the Uniform Traffic Code to enforce traffic control signs installed on public streets. Staff prepared the following traffic control orders for approval by City Council.

TCO No.	Description
26-01	Eastbound Bolingbrooke Lane to Stop at Old Novi Road.
26-02	25 MPH Speed Limit on Bolingbrooke Lane.
26-03	Keep Right at Bolingbrooke Lane cul-de-sac.
26-04	No Parking adjacent to Bolingbrooke Lane cul-de-sac island.
26-05	Northbound Ellesmere Circle to Yield at western Bolingbrooke Lane.
26-06	No Parking along both sides of two curves on Ellesmere Circle.
26-07	Northbound Ellesmere Circle to Yield at eastern Bolingbrooke Lane.

26-08	Northbound Yardley Drive to Yield at Ellesmere Circle.
26-09	25 MPH Speed Limit on Yardley Drive.
26-10	Southbound Yardley Drive to Stop at Twelve ½ Mile Road.

RECOMMENDED ACTION: Approval of Traffic Controls Order 26-01 through 26-10 for various regulatory signs for Bolingbrooke Lane, Ellesmere Circle, and Yardley Drive within the Bolingbrooke subdivision.

Bolingbrooke: Traffic Control Orders



Map Author: Kate Purpura
Date: January 27, 2026
Project: Bolingbrooke



Legend

- Minor Road
- Major Road
- Bolingbrooke
- Traffic Sign



City of Novi

Geospatial Resources Division
Integrated Solutions Dept.
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

☐ SPEED
☐ PARKING
☒ OTHER

DATE OF ORDER: 02/09/2026

CONTROL NUMBER: 26-01

PURSUANT TO CHAPTER NO. 33 OF THE CODE OF ORDINANCES OF THE CITY OF NOVI, MICHIGAN, SAME BEING THE UNIFORM TRAFFIC CODE FOR CITIES, TOWNSHIPS AND VILLAGES OF MICHIGAN AND IN THE INTEREST OF PUBLIC SAFETY AND CONVENIENCE THE FOLLOWING TRAFFIC CONTROL ORDER IS HEREBY ISSUED BY BEN CROY, CITY ENGINEER, DULY AUTHORIZED AS TRAFFIC ENGINEER, BY SEC. 33-51 OF THE AFORESAID CHAPTER.

ISSUANCE OF THIS TRAFFIC CONTROL ORDER WAS PRECEDED BY STUDY AND INVESTIGATION OF TRAFFIC CONDITIONS ON THE FOLLOWING PUBLIC ROAD OR ROADS IN THE CITY OF NOVI, MICHIGAN.

BOLINGBROOKE LANE.

AND AFTER SAID INVESTIGATION, IT IS HEREBY ORDERED AND DIRECTED THAT THE DEPARTMENT OF PUBLIC WORKS ERECT AND MAINTAIN THE STOP SIGN IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AS REQUIRED BY SEC. 33-51 OF THE AFORESAID CHAPTER, SAID SIGN TO GIVE NOTICE OF THE FOLLOWING DETERMINATION:

EASTBOUND BOLINGBROOKE LANE TO STOP AT OLD NOVI ROAD.

Ben Croy - Traffic Engineer
Dated: 02/09/2026

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 26-01 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

IT IS FURTHER ORDERED AND DIRECTED THAT THIS ORDER SHALL BECOME EFFECTIVE UPON BEING FILED WITH THE CLERK AND UPON ERECTION OF ADEQUATE SIGNS GIVING NOTICE OF THE EXISTENCE OF THE AFORESAID SIGNS.

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON 02/09/2026.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

 X SPEED
 PARKING
 OTHER

DATE OF ORDER: 02/09/2026

CONTROL NUMBER: 26-02

PURSUANT TO CHAPTER NO. 33 OF THE CODE OF ORDINANCES OF THE CITY OF NOVI, MICHIGAN, SAME BEING THE UNIFORM TRAFFIC CODE FOR CITIES, TOWNSHIPS AND VILLAGES OF MICHIGAN AND IN THE INTEREST OF PUBLIC SAFETY AND CONVENIENCE THE FOLLOWING TRAFFIC CONTROL ORDER IS HEREBY ISSUED BY BEN CROY, CITY ENGINEER, DULY AUTHORIZED AS TRAFFIC ENGINEER, BY SEC. 33-51 OF THE AFORESAID CHAPTER.

ISSUANCE OF THIS TRAFFIC CONTROL ORDER WAS PRECEDED BY STUDY AND INVESTIGATION OF TRAFFIC CONDITIONS ON THE FOLLOWING PUBLIC ROAD OR ROADS IN THE CITY OF NOVI, MICHIGAN.

BOLINGBROOKE LANE.

AND AFTER SAID INVESTIGATION, IT IS HEREBY ORDERED AND DIRECTED THAT THE DEPARTMENT OF PUBLIC WORKS ERECT AND MAINTAIN THE 25 MPH SPEED LIMIT SIGN IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AS REQUIRED BY SEC. 33-51 OF THE AFORESAID CHAPTER, SAID SIGN TO GIVE NOTICE OF THE FOLLOWING DETERMINATION:

25 MPH SPEED LIMIT ON BOLINGBROOKE LANE.

Ben Croy - Traffic Engineer
Dated: 02/09/2026

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 26-02 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

IT IS FURTHER ORDERED AND DIRECTED THAT THIS ORDER SHALL BECOME EFFECTIVE UPON BEING FILED WITH THE CLERK AND UPON ERECTION OF ADEQUATE SIGNS GIVING NOTICE OF THE EXISTENCE OF THE AFORESAID SIGNS.

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON 02/09/2026.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

☐ SPEED
☐ PARKING
☒ OTHER

DATE OF ORDER: 02/09/2026

CONTROL NUMBER: 26-03

PURSUANT TO CHAPTER NO. 33 OF THE CODE OF ORDINANCES OF THE CITY OF NOVI, MICHIGAN, SAME BEING THE UNIFORM TRAFFIC CODE FOR CITIES, TOWNSHIPS AND VILLAGES OF MICHIGAN AND IN THE INTEREST OF PUBLIC SAFETY AND CONVENIENCE THE FOLLOWING TRAFFIC CONTROL ORDER IS HEREBY ISSUED BY BEN CROY, CITY ENGINEER, DULY AUTHORIZED AS TRAFFIC ENGINEER, BY SEC. 33-51 OF THE AFORESAID CHAPTER.

ISSUANCE OF THIS TRAFFIC CONTROL ORDER WAS PRECEDED BY STUDY AND INVESTIGATION OF TRAFFIC CONDITIONS ON THE FOLLOWING PUBLIC ROAD OR ROADS IN THE CITY OF NOVI, MICHIGAN.

BOLINGBROOKE LANE.

AND AFTER SAID INVESTIGATION, IT IS HEREBY ORDERED AND DIRECTED THAT THE DEPARTMENT OF PUBLIC WORKS ERECT AND MAINTAIN THE KEEP RIGHT SIGN IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AS REQUIRED BY SEC. 33-51 OF THE AFORESAID CHAPTER, SAID SIGN TO GIVE NOTICE OF THE FOLLOWING DETERMINATION:

KEEP RIGHT AT BOLINGBROOKE LANE CUL-DE-SAC.

Ben Croy - Traffic Engineer
Dated: 02/09/2026

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 26-03 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

IT IS FURTHER ORDERED AND DIRECTED THAT THIS ORDER SHALL BECOME EFFECTIVE UPON BEING FILED WITH THE CLERK AND UPON ERECTION OF ADEQUATE SIGNS GIVING NOTICE OF THE EXISTENCE OF THE AFORESAID SIGNS.

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON 02/09/2026.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

 SPEED
 X PARKING
 OTHER

DATE OF ORDER: 02/09/2026

CONTROL NUMBER: 26-04

PURSUANT TO CHAPTER NO. 33 OF THE CODE OF ORDINANCES OF THE CITY OF NOVI, MICHIGAN, SAME BEING THE UNIFORM TRAFFIC CODE FOR CITIES, TOWNSHIPS AND VILLAGES OF MICHIGAN AND IN THE INTEREST OF PUBLIC SAFETY AND CONVENIENCE THE FOLLOWING TRAFFIC CONTROL ORDER IS HEREBY ISSUED BY BEN CROY, CITY ENGINEER, DULY AUTHORIZED AS TRAFFIC ENGINEER, BY SEC. 33-51 OF THE AFORESAID CHAPTER.

ISSUANCE OF THIS TRAFFIC CONTROL ORDER WAS PRECEDED BY STUDY AND INVESTIGATION OF TRAFFIC CONDITIONS ON THE FOLLOWING PUBLIC ROAD OR ROADS IN THE CITY OF NOVI, MICHIGAN.

BOLINGBROOKE LANE.

AND AFTER SAID INVESTIGATION, IT IS HEREBY ORDERED AND DIRECTED THAT THE DEPARTMENT OF PUBLIC WORKS ERECT AND MAINTAIN THE NO PARKING SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AS REQUIRED BY SEC. 33-51 OF THE AFORESAID CHAPTER, SAID SIGN(S) TO GIVE NOTICE OF THE FOLLOWING DETERMINATION:

NO PARKING ADJACENT TO BOLINGBROOKE LANE CUL-DE-SAC ISLAND.

Ben Croy - Traffic Engineer
Dated: 02/09/2026

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 26-04 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

IT IS FURTHER ORDERED AND DIRECTED THAT THIS ORDER SHALL BECOME EFFECTIVE UPON BEING FILED WITH THE CLERK AND UPON ERECTION OF ADEQUATE SIGNS GIVING NOTICE OF THE EXISTENCE OF THE AFORESAID SIGNS.

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON 02/09/2026.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

 SPEED
 PARKING
 X OTHER

DATE OF ORDER: 02/09/2026

CONTROL NUMBER: 26-05

PURSUANT TO CHAPTER NO. 33 OF THE CODE OF ORDINANCES OF THE CITY OF NOVI, MICHIGAN, SAME BEING THE UNIFORM TRAFFIC CODE FOR CITIES, TOWNSHIPS AND VILLAGES OF MICHIGAN AND IN THE INTEREST OF PUBLIC SAFETY AND CONVENIENCE THE FOLLOWING TRAFFIC CONTROL ORDER IS HEREBY ISSUED BY BEN CROY, CITY ENGINEER, DULY AUTHORIZED AS TRAFFIC ENGINEER, BY SEC. 33-51 OF THE AFORESAID CHAPTER.

ISSUANCE OF THIS TRAFFIC CONTROL ORDER WAS PRECEDED BY STUDY AND INVESTIGATION OF TRAFFIC CONDITIONS ON THE FOLLOWING PUBLIC ROAD OR ROADS IN THE CITY OF NOVI, MICHIGAN.

ELLESMERE CIRCLE.

AND AFTER SAID INVESTIGATION, IT IS HEREBY ORDERED AND DIRECTED THAT THE DEPARTMENT OF PUBLIC WORKS ERECT AND MAINTAIN THE YIELD SIGN IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AS REQUIRED BY SEC. 33-51 OF THE AFORESAID CHAPTER, SAID SIGN TO GIVE NOTICE OF THE FOLLOWING DETERMINATION:

NORTHBOUND ELLESMERE CIRCLE TO YIELD AT WESTERN BOLINGBROOKE LANE.

Ben Croy - Traffic Engineer
Dated: 02/09/2026

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 26-05 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

IT IS FURTHER ORDERED AND DIRECTED THAT THIS ORDER SHALL BECOME EFFECTIVE UPON BEING FILED WITH THE CLERK AND UPON ERECTION OF ADEQUATE SIGNS GIVING NOTICE OF THE EXISTENCE OF THE AFORESAID SIGNS.

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON 02/09/2026.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

 SPEED
 X PARKING
 OTHER

DATE OF ORDER: 02/09/2026

CONTROL NUMBER: 26-06

PURSUANT TO CHAPTER NO. 33 OF THE CODE OF ORDINANCES OF THE CITY OF NOVI, MICHIGAN, SAME BEING THE UNIFORM TRAFFIC CODE FOR CITIES, TOWNSHIPS AND VILLAGES OF MICHIGAN AND IN THE INTEREST OF PUBLIC SAFETY AND CONVENIENCE THE FOLLOWING TRAFFIC CONTROL ORDER IS HEREBY ISSUED BY BEN CROY, CITY ENGINEER, DULY AUTHORIZED AS TRAFFIC ENGINEER, BY SEC. 33-51 OF THE AFORESAID CHAPTER.

ISSUANCE OF THIS TRAFFIC CONTROL ORDER WAS PRECEDED BY STUDY AND INVESTIGATION OF TRAFFIC CONDITIONS ON THE FOLLOWING PUBLIC ROAD OR ROADS IN THE CITY OF NOVI, MICHIGAN.

ELLESMERE CIRCLE.

AND AFTER SAID INVESTIGATION, IT IS HEREBY ORDERED AND DIRECTED THAT THE DEPARTMENT OF PUBLIC WORKS ERECT AND MAINTAIN THE NO PARKING ANY TIME SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AS REQUIRED BY SEC. 33-51 OF THE AFORESAID CHAPTER, SAID SIGN(S) TO GIVE NOTICE OF THE FOLLOWING DETERMINATION:

NO PARKING ALONG BOTH SIDES OF TWO CURVES ON ELLESMERE CIRCLE.

Ben Croy - Traffic Engineer
Dated: 02/09/2026

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 26-06 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

IT IS FURTHER ORDERED AND DIRECTED THAT THIS ORDER SHALL BECOME EFFECTIVE UPON BEING FILED WITH THE CLERK AND UPON ERECTION OF ADEQUATE SIGNS GIVING NOTICE OF THE EXISTENCE OF THE AFORESAID SIGNS.

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON 02/09/2026.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

☐ SPEED
☐ PARKING
☒ OTHER

DATE OF ORDER: 02/09/2026

CONTROL NUMBER: 26-07

PURSUANT TO CHAPTER NO. 33 OF THE CODE OF ORDINANCES OF THE CITY OF NOVI, MICHIGAN, SAME BEING THE UNIFORM TRAFFIC CODE FOR CITIES, TOWNSHIPS AND VILLAGES OF MICHIGAN AND IN THE INTEREST OF PUBLIC SAFETY AND CONVENIENCE THE FOLLOWING TRAFFIC CONTROL ORDER IS HEREBY ISSUED BY BEN CROY, CITY ENGINEER, DULY AUTHORIZED AS TRAFFIC ENGINEER, BY SEC. 33-51 OF THE AFORESAID CHAPTER.

ISSUANCE OF THIS TRAFFIC CONTROL ORDER WAS PRECEDED BY STUDY AND INVESTIGATION OF TRAFFIC CONDITIONS ON THE FOLLOWING PUBLIC ROAD OR ROADS IN THE CITY OF NOVI, MICHIGAN.

ELLESEMERE CIRCLE.

AND AFTER SAID INVESTIGATION, IT IS HEREBY ORDERED AND DIRECTED THAT THE DEPARTMENT OF PUBLIC WORKS ERECT AND MAINTAIN THE YIELD SIGN IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AS REQUIRED BY SEC. 33-51 OF THE AFORESAID CHAPTER, SAID SIGN(S) TO GIVE NOTICE OF THE FOLLOWING DETERMINATION:

NORTHBOUND ELLESMERE CIRCLE TO YIELD AT EASTERN BOLINGBROOKE LANE.

Ben Croy - Traffic Engineer
Dated: 02/09/2026

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 26-07 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

IT IS FURTHER ORDERED AND DIRECTED THAT THIS ORDER SHALL BECOME EFFECTIVE UPON BEING FILED WITH THE CLERK AND UPON ERECTION OF ADEQUATE SIGNS GIVING NOTICE OF THE EXISTENCE OF THE AFORESAID SIGNS.

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON 02/09/2026.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

____ SPEED
____ PARKING
 X OTHER

DATE OF ORDER: 02/09/2026

CONTROL NUMBER: 26-08

PURSUANT TO CHAPTER NO. 33 OF THE CODE OF ORDINANCES OF THE CITY OF NOVI, MICHIGAN, SAME BEING THE UNIFORM TRAFFIC CODE FOR CITIES, TOWNSHIPS AND VILLAGES OF MICHIGAN AND IN THE INTEREST OF PUBLIC SAFETY AND CONVENIENCE THE FOLLOWING TRAFFIC CONTROL ORDER IS HEREBY ISSUED BY BEN CROY, CITY ENGINEER, DULY AUTHORIZED AS TRAFFIC ENGINEER, BY SEC. 33-51 OF THE AFORESAID CHAPTER.

ISSUANCE OF THIS TRAFFIC CONTROL ORDER WAS PRECEDED BY STUDY AND INVESTIGATION OF TRAFFIC CONDITIONS ON THE FOLLOWING PUBLIC ROAD OR ROADS IN THE CITY OF NOVI, MICHIGAN.

YARDLEY DRIVE.

AND AFTER SAID INVESTIGATION, IT IS HEREBY ORDERED AND DIRECTED THAT THE DEPARTMENT OF PUBLIC WORKS ERECT AND MAINTAIN THE YIELD SIGN IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AS REQUIRED BY SEC. 33-51 OF THE AFORESAID CHAPTER, SAID SIGN(S) TO GIVE NOTICE OF THE FOLLOWING DETERMINATION:

NORTHBOUND YARDLEY DRIVE TO YIELD AT ELLESMERE CIRCLE.

Ben Croy - Traffic Engineer
Dated: 02/09/2026

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 26-08 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

IT IS FURTHER ORDERED AND DIRECTED THAT THIS ORDER SHALL BECOME EFFECTIVE UPON BEING FILED WITH THE CLERK AND UPON ERECTION OF ADEQUATE SIGNS GIVING NOTICE OF THE EXISTENCE OF THE AFORESAID SIGNS.

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON 02/09/2026.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

 X SPEED
 PARKING
 OTHER

DATE OF ORDER: 02/09/2026

CONTROL NUMBER: 26-09

PURSUANT TO CHAPTER NO. 33 OF THE CODE OF ORDINANCES OF THE CITY OF NOVI, MICHIGAN, SAME BEING THE UNIFORM TRAFFIC CODE FOR CITIES, TOWNSHIPS AND VILLAGES OF MICHIGAN AND IN THE INTEREST OF PUBLIC SAFETY AND CONVENIENCE THE FOLLOWING TRAFFIC CONTROL ORDER IS HEREBY ISSUED BY BEN CROY, CITY ENGINEER, DULY AUTHORIZED AS TRAFFIC ENGINEER, BY SEC. 33-51 OF THE AFORESAID CHAPTER.

ISSUANCE OF THIS TRAFFIC CONTROL ORDER WAS PRECEDED BY STUDY AND INVESTIGATION OF TRAFFIC CONDITIONS ON THE FOLLOWING PUBLIC ROAD OR ROADS IN THE CITY OF NOVI, MICHIGAN.

YARDLEY DRIVE.

AND AFTER SAID INVESTIGATION, IT IS HEREBY ORDERED AND DIRECTED THAT THE DEPARTMENT OF PUBLIC WORKS ERECT AND MAINTAIN THE 25 MPH SPEED LIMIT SIGN IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AS REQUIRED BY SEC. 33-51 OF THE AFORESAID CHAPTER, SAID SIGN TO GIVE NOTICE OF THE FOLLOWING DETERMINATION:

25 MPH SPEED LIMIT ON YARDLEY DRIVE.

Ben Croy - Traffic Engineer
Dated: 02/09/2026

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 26-09 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

IT IS FURTHER ORDERED AND DIRECTED THAT THIS ORDER SHALL BECOME EFFECTIVE UPON BEING FILED WITH THE CLERK AND UPON ERECTION OF ADEQUATE SIGNS GIVING NOTICE OF THE EXISTENCE OF THE AFORESAID SIGNS.

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON 02/09/2026.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

☐ SPEED
☐ PARKING
☒ OTHER

DATE OF ORDER: 02/09/2026

CONTROL NUMBER: 26-10

PURSUANT TO CHAPTER NO. 33 OF THE CODE OF ORDINANCES OF THE CITY OF NOVI, MICHIGAN, SAME BEING THE UNIFORM TRAFFIC CODE FOR CITIES, TOWNSHIPS AND VILLAGES OF MICHIGAN AND IN THE INTEREST OF PUBLIC SAFETY AND CONVENIENCE THE FOLLOWING TRAFFIC CONTROL ORDER IS HEREBY ISSUED BY BEN CROY, CITY ENGINEER, DULY AUTHORIZED AS TRAFFIC ENGINEER, BY SEC. 33-51 OF THE AFORESAID CHAPTER.

ISSUANCE OF THIS TRAFFIC CONTROL ORDER WAS PRECEDED BY STUDY AND INVESTIGATION OF TRAFFIC CONDITIONS ON THE FOLLOWING PUBLIC ROAD OR ROADS IN THE CITY OF NOVI, MICHIGAN.

YARDLEY DRIVE.

AND AFTER SAID INVESTIGATION, IT IS HEREBY ORDERED AND DIRECTED THAT THE DEPARTMENT OF PUBLIC WORKS ERECT AND MAINTAIN THE STOP SIGN IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AS REQUIRED BY SEC. 33-51 OF THE AFORESAID CHAPTER, SAID SIGN TO GIVE NOTICE OF THE FOLLOWING DETERMINATION:

SOUTHBOUND YARDLEY DRIVE TO STOP AT TWELVE ½ MILE ROAD.

Ben Croy - Traffic Engineer
Dated: 02/09/2026

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 26-10 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

IT IS FURTHER ORDERED AND DIRECTED THAT THIS ORDER SHALL BECOME EFFECTIVE UPON BEING FILED WITH THE CLERK AND UPON ERECTION OF ADEQUATE SIGNS GIVING NOTICE OF THE EXISTENCE OF THE AFORESAID SIGNS.

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON 02/09/2026.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk



CITY OF NOVI CITY COUNCIL
FEBRUARY 9, 2026

SUBJECT: Conditional approval of a Pawnbroker License requested by Thomas Blaine, Novi Jewelry & Coin, Inc., located at 41990 Grand River Avenue.

SUBMITTING DEPARTMENT: City Clerk

KEY HIGHLIGHTS:

- Thomas Blaine is currently in the process of acquiring Weinstein Jewelers of Novi.
- Mr. Blaine has been continuously engaged in the precious metals, jewelry, and secondhand goods industry for 16 years at his existing business in Garden City.
- Final approval of this Pawnbroker license will be presented to City Council once ownership has been fully transferred to Mr. Blaine.

BACKGROUND INFORMATION:

Thomas Blaine is currently in the process of acquiring Weinstein Jewelers of Novi and will operate as Novi Jewelry & Coin. Mr. Blaine has been the owner and principal operator of Garden City Exchange since March 18, 2008. At no time has any license or permit issued to Mr. Blaine or Garden City Exchange been denied, suspended, or revoked, and no enforcement actions have been taken against him related to business operations, licensing, or regulatory compliance.

The Police Department, Fire Department and Building Department have reviewed the request and have no objections to the conditional approval of this license.

RECOMMENDED ACTION: Conditional approval of a Pawnbroker License requested by Thomas Blaine, Novi Jewelry & Coin, Inc., located at 41990 Grand River Avenue.



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

PAWNBROKER LICENSE APPLICATION
Act 273 of 1917

Business information:

Name of business: Novi Jewelry & Coin, Inc.
Business address: 41990 Grand River Ave, Novi, MI 48375
City: Novi State: mi Zip: 48375 Phone number: 313-215-6986
Select the type of ownership: ☐ Individual ☐ Partnership ☒ Corporation ☐ Other: _____

Applicant information:

Name of applicant: Thomas Blaine
Applicant's home address: _____
City: _____ State: _____ Zip: _____ Phone number: 313-215-6986
Applicant's driver's license number (attach copy): _____
Applicant's: Height _____ Weight _____ Sex _____
Date of Birth _____ Hair Color _____ Eye Color _____

Two previous addresses prior to the present address:

8914 Hartel Livonia, MI 48150
11347 Winston Redford, MI 4239

Provide the names and addresses of three adult residents in Oakland County who will serve as character references, who must be persons other than relatives and business associates:

- 1) Name: David Nagi
Address: _____
- 2) Name: Hicham Farabi
Address: _____
- 3) Name: Shaun Burgess
Address: _____

Employee information: (For all additional employees, please complete a separate "Pawnbroker Application for Additional Employee" form)

Name of employee: Jacob Wallner-Blaine Date of birth: _____
Employee's home address: _____
City: _____ State: _____ Zip: _____ Phone number: _____
Employee's driver's license number (attach copy): _____

Name of employee: _____ Date of birth: _____
Employee's home address: _____
City: _____ State: _____ Zip: _____ Phone number: _____
Employee's driver's license number (attach copy): _____

Provide a full accurate and complete business history detailing experience, including, but not limited, whether or not such person has previously had any ownership interest in, or worked at, in this or another city or state, the same or similar business, including whether any license or permit issued, whether any such license or permit was ever denied, revoked, or suspended, the reason thereof and business activities, or occupations including the full name and address of the business and the name and phone number of any contact persons. (Attach additional pages as necessary)

Business History – Thomas Blaine

Thomas Blaine has been continuously engaged in the precious metals, jewelry, and secondhand goods industry since March 18, 2008. On that date, he became the owner and principal operator of Garden City Exchange, Inc., located at 32555 Ford Road, Garden City, Michigan 48135, where he remains actively involved in daily operations.

Garden City Exchange, Inc. operates as a retail establishment specializing in the buying and selling of precious metals (including gold, silver, and bullion), jewelry, coins, collectibles, and other secondhand merchandise, in full compliance with all applicable local, state, and federal laws. Mr. Blaine is responsible for overall business management, regulatory compliance, inventory control, customer relations, and financial oversight.

Since assuming ownership in 2008, Mr. Blaine has held all required licenses and permits necessary to operate this type of business within the City of Garden City and the State of Michigan. At no time has any license or permit issued to Mr. Blaine or Garden City Exchange, Inc. been denied, suspended, or revoked. There have been no enforcement actions taken against Mr. Blaine related to business operations, licensing, or regulatory compliance.

Prior to establishing Garden City Exchange, Inc., Mr. Blaine did not hold ownership interests in similar business

Provide a full and complete statement describing all criminal convictions other than misdemeanor traffic violations, fully disclosing the jurisdiction in which such conviction occurred, the offense for which conviction, or such conviction and the circumstances thereof. (Attach additional pages as necessary)

No Criminal Convictions to report.

Provide a statement indicating that proper equipment will be installed for the direct electronic entry into the City's computerized system, transaction information, or recording by electronic transmission pursuant to Chapter 27.5. (Attach additional pages as necessary)

Electronic Reporting and Data Transmission Statement

The undersigned hereby certifies that proper equipment and systems are installed and maintained to allow for the direct electronic entry and transmission of required transaction information into the City's computerized system, or other designated law enforcement reporting system, in full compliance with Chapter 27.5.

Novi Jewelry & Coin, Inc. will utilize Bravo Software, an industry-standard point-of-sale and compliance management system designed for secondhand and precious metals dealers. Bravo Software is configured to automatically record all required transaction data and electronically transmit such information to LeadsOnline on a daily basis, as required by applicable local and state regulations.

All reporting equipment, software, and internet connectivity are maintained in good working order to ensure accurate, timely, and uninterrupted electronic submission of transaction records. The business will continue to comply with any updates or technical requirements imposed by the City or law enforcement authorities related to electronic reporting and recordkeeping.

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.
- ☐ Two front-faced portrait photographs taken within 30 days of the date of application, at least two inches by two inches in size.
- ☐ "Pawnbroker Application for Additional Employee" form for each employee and a copy of the employee's current driver's license.
- ☐ \$250 non-refundable application fee (cash or check)
- ☐ Attach one of the following:
 - o Articles of Incorporation
 - o Partnership Agreement
 - o Articles of Incorporation
- ☐ Before issuance of the license, the applicant shall give a bond to the Treasurer's Office in its corporate name, in the penal sum of \$3,000.00, with at least 2 sureties, conditioned for the faithful performance of the duties and obligations pertaining to the conduct of the business and for the payment of all costs and damages incurred by any violation of this act. The governmental unit shall approve the bond.

Please initial that you have read and understand the following statements:

B I understand that I may be asked to supply answers to any questions or information requested by the Director of Public Safety or his or her authorized representative.

B I understand that a complete set of fingerprints will be taken by the Novi Police Department. Applicant will be contacted by the Novi Police Department to set-up an appointment date.

B I hereby certify that the above information is true and accurate to the best of my knowledge and further understand and represent that if any changes to the above information are made, that said information will be supplied to the City immediately.

B I hereby authorize the City of Novi to seek information and conduct an investigation into the truth of the statements set forth in this application and qualifications of the applicant.

B I declare under penalty of perjury that the information contained in this application is true and correct.

T. B. Blaine
Signature of applicant

THOMAS BLAINE OWNER
Printed name and title

Subscribed and sworn before me, this 16th day of January, 2026

Alyssa Marie Craigie
Notary public
Oakland County, Michigan

My commission expires: 9/23/29

ALYSSA MARIE CRAIGIE
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 23, 2029
ACTING IN COUNTY OF

For office use only

Receipt number: _____

- ☐ Copy of applicant's driver's license
- ☐ Additional Employee Forms & Driver's Licenses
- ☐ Criminal History Statement
- ☐ Business History Statement
- ☐ Two Photographs
- ☐ Equipment Statement
- ☐ BOND
- ☐ Articles of Incorporation OR Partnership Agreement OR Articles of Incorporation



27838615



STATE OF MICHIGAN
CSCL/CD- 500 - ARTICLES OF INCORPORATION -
DOMESTIC PROFIT CORPORATION

Corporations Division Administrator

FILEDEntity #: 900147355
Filed Date: 1/12/2026

70637-3043 01/12/2026 Received by Michigan Corporations Division

Articles of Incorporation

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned executes the following Articles:

Article I - Michigan Profit Corporation Name

Michigan Profit Corporation Name

NOVI JEWELRY & COIN, INC.

Article II

The purpose or purposes for which the corporation is formed is to engage in any activity within the purposes for which a corporation may be formed under the Business Corporation Act of Michigan.

Article III

Common Shares	1000
Preferred Shares	
Total Shares	1000

Article IV

The name of the resident agent at the registered office is:

Full Name

THOMAS BLAINE

The street address of the location of the registered office is:

Street Address

32555 FORD ROAD
GARDEN CITY, MI 48135

☒ I certify the above individual/company has agreed to serve as the Resident Agent for service of process for this entity.

Article V

The name and address of the incorporator/incorporators is/are as follows:

Name of individual or organization	Address
THOMAS BLAINE	32555 FORD ROAD GARDEN CITY, MI 48135

Article VI - (Optional, leave unchecked if not applicable)

- ☐ When a compromise or arrangement or plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or an application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement of the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

- ☒ Any action required or permitted under the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares that have at least the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. A written consent shall bear the date of signature of the shareholder that signs the consent. Written consents are not effective to take corporate action unless within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents dated not more than 10 days before the record date and signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation that has custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders that would have been entitled to notice of the shareholder meeting if the action had been taken at a meeting and that have not consented to the action in writing. An electronic transmission consenting to an action must comply with Section 407(3).

Optional Article(s)

This space is intentionally left blank.

Filing Effective Date

The filing will be effective:

when filed by the Corporations Division Administrator.

Attestations

- ☒ I understand that the information I enter into the online system is public information and will appear online and on copy requests exactly as I enter it into the system.
- ☒ I have been authorized by the business entity to file this document online.
- ☒ I, HEREBY SWEAR AND/OR AFFIRM, under penalty of law, including criminal prosecution, that the facts contained in this document are true. I certify that I am signing this document as the person(s) whose signature is required, or as an agent of the person(s) whose signature is required, who has authorized me to place his/her signature on this document.

Incorporator Signature(s)

Self

Thomas Blaine

01/12/2026

Signer's Capacity

THOMAS BLAINE

Date



MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

LICENSE AND PERMIT BOND

Bond No. 101751623

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Novi Jewelry & Coin, Inc.,
of Novi, State of Michigan, as Principal,
and Merchants National Bonding, Inc., a corporation duly licensed to do business in the State of
Michigan, as Surety, are held and firmly bound unto
City of Novi, Obligee, in the penal
sum of Three Thousand Dollars (\$3,000.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed
Pawnbroker

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation
to be void, otherwise to remain in full force and effect for a period commencing on the 16th day of
January, 2026, and ending on the 16th day of January,
2027, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and to the
Principal, in care of the Obligee or at such other address as the Surety deems reasonable, and at the expiration of
thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later,
this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent
acts or omissions of the Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee
named herein.

Dated this 16th day of January, 2026

Novi Jewelry & Coin, Inc.

Principal

Countersigned (if required):

By: _____
N/A

Thomas Blaine

Merchants National Bonding, Inc.

By: James A. Holter
James A. Holter, Attorney-in-Fact



MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of January, 2026.



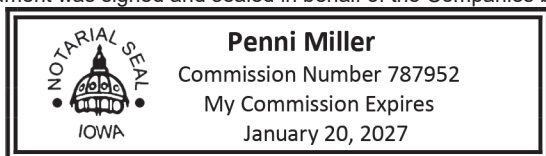
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of January, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of January, 2026.



Secretary

MEMORANDUM



TO: Melissa Morris, Deputy City Clerk

FROM: Alan Hall, Deputy Director of Community Development *ASH*

SUBJECT: NOVI JEWELRY & COIN

DATE: 01/23/26

The property located at **41990 GRAND RIVER AVE** has received a Special Inspection permit (**PSI26-0021**) for the purpose of:

- ☐ Auctions
- ☐ Liquor license
- ☐ Arcade license
- ☐ Massage license
- ☐ Outdoor gathering
- ☐ Outdoor seating
- ☒ Other: Pawnbroker License

The Community Development Department has the following recommendation:

- ☒ Approved
- ☐ Approved with conditions (listed below)
- ☐ Not approved

Conditions:

If you have any questions, do not hesitate to contact me at (248) 347-0417.

Thank you!



January 22, 2026

CITY COUNCIL

Mayor

Justin Fischer

Mayor Pro Tem

Laura Marie Casey

Dave Staudt

Brian Smith

Matt Heintz

Priya Gurumurthy

Aaron Martinez

City Manager

Victor Cardenas

Director of Public Safety

Chief of Police

Erick W. Zinser

Fire Chief

John B. Martin

Assistant Chief of Police

Scott R. Baetens

Assistant Fire Chief

Todd Seog

TO: Cortney Hanson, City Clerk
Melissa Morris, Deputy City Clerk

FROM: Andrew Copeland – Fire Marshal

SUBJECT: New Pawnbroker License
Novi Jewelry & Coin Inc.

A fire inspection will need to be conducted at the above business, located at 41990 Grand River, Novi MI 48375. Business will need to contact my office and schedule a fire inspection for final occupancy approval.

I have no objections at this time with the application for a Pawnbroker License for 2026.

Sincerely,

Andrew Copeland – Fire Marshal
City of Novi Fire Department

cc. file

Novi Public Safety Administration

45125 Ten Mile Road
Novi, Michigan 48375
248.348.7100
248.347.0590 fax

cityofnovi.org

Sincerely,

Andrew Copeland – Fire Marshal
City of Novi Fire Department
cc: file

MEMORANDUM



TO: CORTNEY HANSON, CITY CLERK
FROM: ERICK W. ZINSER *EZ*
DIRECTOR OF PUBLIC SAFETY / CHIEF OF POLICE
INITIATED BY: MICHAEL BENDER, DETECTIVE *NB*
SUBJECT: PAWNBROKER LICENSE, PRECIOUS METAL & GEMS
APPLICATION- NOVI JEWELRY & COIN
DATE: JANUARY 26, 2026

ORGANIZATION:

Novi Jewelry & Coin
41990 Grand River Avenue
Novi, MI 48375
(248) 347-0303

APPLICANT:

Thomas Blaine

INFORMATION:

The Novi Police Department received this request from the Novi City Clerk's Office to review a Pawnbroker License and Precious Metal & Gems applications for Novi Jewelry & Coin.

INVESTIGATION:

An ICHAT, Sex Offender Registry and CLEMIS check revealed nothing of concern that would disqualify any applicant from approval.



CITY OF NOVI CITY COUNCIL
FEBRUARY 9, 2026

SUBJECT: Approval of Resolution authorizing a Renewal of a Uniform Video Service Local Franchise Agreement with DIRECTV, LLC, as transferee of AT&T Michigan.

SUBMITTING DEPARTMENT: City Manager

BACKGROUND INFORMATION:

In a letter dated January 28, 2026, DIRECTV LLC requested the City approve a renewal of the Video Franchise Agreement. The City originally approved a Video Franchise Agreement with AT&T on April 20, 2007, which was renewed on September 26, 2016, for another ten years. DIRECTV indicated that AT&T transferred its Video Franchise Agreement to DIRECTV in 2021.

Video Franchise Agreements are standard form agreements approved by the Michigan Public Services Commission pursuant to the Uniform Video Services Local Franchise Act, Public Act 480 of 2006, MCL 484.3301 et. seq., ("Act 480"). Under Act 480, a video franchise agreement is fully transferrable to a successor in interest, and the transfer does not require approval by the franchising municipality. The standard form agreements leave little discretion for a municipality.

The City is required under Act 480 to approve a fully complete franchise agreement or a renewal agreement within 30 days of the date it receives the franchise agreement from a video service provider. If the City does not notify a provider that its agreement is incomplete, or fails to approve an agreement within 30 days, the agreement is considered complete and approved. The agreement remains in effect for a period of 10 years and may be renewed for an additional ten years at the request of the video provider. The City also has Video Franchise Agreements with Charter Communications, Bright House and Comcast.

RECOMMENDED ACTION: Approval a Uniform Video Service Local Franchise Renewal Agreement with DIRECTV, LLC, as transferee of AT&T Michigan with a 5% franchise fee and a 2% public education and government access fee. .

**CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN**

**RESOLUTION APPROVING RENEWAL
UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
WITH DIRECTV LLC, AS SUCESSOR TO MICHIGAN BELL TELEPHONE COMPANY,
D/B/A AT&T, MICHIGAN**

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 February __, 2026, at 7:00 P.M. Prevailing Eastern Time.

PRESENT:

Councilmembers_____

ABSENT:

Councilmembers_____

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

WHEREAS, under Public Act 480 of 2006, the Uniform Video Service Local Franchise Act (the "Act"), on April 20, 2007, the City approved a Uniform Video Service Local Franchise Agreement ("Video Franchise") with Michigan Bell Telephone Company, d/b/a AT&T Michigan ("AT&T"), for a period of ten (10) years; and

WHEREAS, on September 26, 2016, the City approved an application from AT&T for the renewal of the Video Franchise allowed by Section 3 of the Act, for a period of ten years through September 26, 2026; and

WHEREAS, under the Act, a video franchise agreement is fully transferrable to any successor in interest to the provider to which the franchise was initially granted. Approval of a transfer by a franchising municipality is not required. According to the letter from DIRECTV, in 2021, AT&T transferred its video franchise agreement with the City to DIRECTV.

WHEREAS, on January 28, 2026, DIRECTV requested a renewal of the video franchise agreement with the City. ("Renewed Agreement"). The Renewal Agreement has been reviewed and determined by the City Attorney to be complete under the Act; and

WHEREAS, the 5% of gross revenue annual video service provider fee in Section VI.A, and 2% of gross revenue PEG fee in Section VIII.A of the Renewed Agreement are the same as those fees under the City's Uniform Video Service Local Franchise Agreements with Comcast, Bright House Networks, LLC and Charter Communications, LLC, d/b/a Spectrum, as required by Section 6 of the Act; and

WHEREAS, the Council has accepted that the Renewal Agreement is complete and meets the technical requirements of the Act, understands that there has been no change in the law since 2007 when Video Franchise was required to be approved, that provides the City with denial or conditional approval authority, and therefore undertakes to adopt this Resolution approving the Renewed Agreement as required by the Act.

NOW THEREFORE, BE IT RESOLVED that the City finds that the Renewal Agreement is complete and meets the technical requirements of the Act, and solely for that reason, and not because the City agrees with or assents to any provisions of the Act or the Renewal Agreement, the City hereby approves and authorizes and directs the Mayor to sign the Renewal Agreement and its Attachment 1, as a renewal of the April 20, 2007, Franchise Agreement.

BE IT FURTHER RESOLVED that notwithstanding that the term of the 2016 Franchise Agreement has not expired, the term of the Renewal Agreement shall be ten (10) years from the date of this approval.

BE IT FURTHER RESOLVED that on page 9 of the Renewal Agreement, the "Date submitted" shall be completed by insertion of January 15, 2026, with the "Date completed and approved" to be completed by inserting _____, 2026, and that the following language shall be inserted below the "Date completed and approved;" line:

Determination of completeness and approval and authority for this Franchise Agreement to be signed was by adoption of a Resolution by the City Council at a meeting on _____, 2026.

BE IT FURTHER RESOLVED that by approving the Renewal Agreement, the City shall not be found to have waived its rights to challenge any provisions of the Act and/or any related provisions of the Renewal Agreement, with the City further reserving any and all rights stemming from any successful challenge to such provisions undertaken by any other local franchising entity.

BE IT FURTHER RESOLVED that the City Clerk shall provide a copy of this Resolution to DIRECTV by one of the methods for Notice in Section XV of the Franchise.

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 ___th day of February, 2026, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

Cortney Hanson, City Clerk
City of Novi

JOELLEN SHORTLEY
jshortley@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

January 30, 2026

Mayor Fischer and City Council
City of Novi
45175 Ten Mile Road
Novi, MI 48375

RE: Approval of Uniform Video Service Local Franchise Renewal Agreement with
DIRECTV, LLC as successor of AT&T

Dear Mayor Fischer and Council Members:

In a letter dated January 28, 2026, DIRECTV, LLC, as transferee from AT&T Michigan, requested the City approve a Renewal Video Franchise Agreement. Under the Act, a video franchise agreement is fully transferrable to any successor in interest to the provider, which was initially granted a franchise. Approval of a transfer by a franchising municipality is not required. According to the application from DIRECTV, in 2021, AT&T transferred its video franchise agreement with the City to DIRECTV.

The City also has Video Franchise Agreements with Charter Communications d/b/a Bright House and Comcast. Video Franchise Agreements are standard form agreements approved by the Michigan Public Services Commission pursuant to the Uniform Video Services Local Franchise Act, Public Act 480 of 2006, MCL 484.3301 *et. seq.*, ("Act 480"). The standard form agreements leave little discretion for a municipality.

Under Act 480, a franchising entity, such as the City, has no authority to deny or negotiate the provisions of a proposed franchise. The City is required under Act 480 to approve a fully complete franchise agreement or a renewal agreement within 30 days of the date it receives the franchise agreement from a video service provider. If the City does not notify a provider that its agreement is incomplete, or fails to approve an agreement within 30 days, the agreement is considered complete and approved. MCL 484.3303(3). The agreement remains in effect for a period of 10 years and may be renewed for an additional ten years at the request of the video provider. MCL 3302(7).

A video service provider is required to pay an annual video service fee. MCL 484.3306(1). At the expiration of an existing agreement, a municipality may not establish a franchise that exceeds 5% of gross revenue received by the provider. MCL 484.3306(1)(b). Act 480 requires that fees charged by franchising entities be uniform for all providers. Your other video service providers are currently assessed a 5% service fee by the City. In addition to the franchise fee, a video provider

Video Service Local Franchise Agreement

January 30, 2026

Page 2

is required to pay for the support of the cost of public, educational and government access facilities ("PEG") access fees, which may not exceed 2% of gross revenues of the provider and is to be determined based on a community needs assessment. MCL 484.3306(8),(b),(c). The City is receiving a 2% PEG fee from its other video service providers.

Attached is a Resolution for your consideration to approve the requested video franchise renewal agreement with DIRECTV, LLC. If the City would like to approve an agreement with DIRECTV, we recommend you indicate a franchise fee of 5% by filling in Section VI.A.ii of the agreement and a PEG fee of 2% in Section VIII(1).

Since we have not identified any basis to deny approval of this agreement, we recommend approval of the agreement with DIRECTV during the February 9, 2026, Council meeting to meet the required 30-day period for approval.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Joellen Shortley

Joellen Shortley

JS

Enclosure

cc: Thomas R. Schultz, Esq.

Novi, Michigan





CITY OF NOVI CITY COUNCIL
FEBRUARY 9, 2026

SUBJECT: Approval to award an annual contract to Eganix, Inc., for a FOG (Fats, Oils and Grease) Prevention Program.

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

KEY HIGHLIGHTS:

- Fats, Oils and Grease (FOG) is a consistent maintenance problem and a common cause of sanitary sewer backups.
- FOG Prevention Program involves inspection of food service establishments and working with them to install proper FOG management measures.
- Following a successful pilot program (50 facilities), the program would be expanded city-wide (161 facilities).

FINANCIAL IMPACT

	FY 2025/26 Budget	FY 2026/27 Proposed
EXPENDITURE REQUIRED	\$ 91,113.80 annually	
BUDGET		
Water & Sewer Fund 592-536.00-936.593	\$ 45,557.00 (six months' worth of work)	\$ 95,000.00 annually
APPROPRIATION REQUIRED	\$ 0	
FUND BALANCE IMPACT	\$ 0	

BACKGROUND INFORMATION:

Fats, oils and grease in sanitary sewer systems, referred to as FOG, can cause sanitary problems for communities with a high volume of food service establishments. FOG buildup in pipes is a common cause of sewer backups, resulting in reactive

emergency maintenance and, in some instances, clean-up cost and effort. Proper management of FOG by restaurants, the typical source, can prevent blockages and protect the environment from overflows. Additionally, the associated routine maintenance required to clean the sanitary sewer system in areas prone to FOG build-up can be reduced.

Eganix, Inc. has established themselves as a leader in FOG prevention programs. They have partnered with OHM, one of the City's prequalified engineering firms, to develop a comprehensive solution integrated with Geographic Information Systems (GIS) to assist communities with FOG programs. Eganix staff will meet with Food Service Establishments to inspect and evaluate their facility, and work with them to make any appropriate corrections to properly manage FOG. Additionally, the program will collect samples to monitor the levels of FOG in a facility's effluent and recommend improvements to internal plumbing. Eganix will also keep track of each facility's cleaning records and enforcement (if needed). OHM has developed the "Overwatch" compliance tool, which is a custom-built GIS-based system, so staff can monitor status and access all current and historical reporting for the program.

After a successful pilot program involving 50 food service establishments, a full city-wide program for all 161 establishments is now recommended. Per the attached Eganix proposal, the program would cost \$93,113.80 annually. This is currently set up as a two-year contract with the option to extend up to three (3) times at two-year intervals, with no more than a 3% increase per extension.

Letters from Eganix and OHM are included in the packet regarding the sole source method and compliance tools to be utilized.

RECOMMENDED ACTION: Approval to award an annual contract to Eganix, Inc., a sole source provider, for a FOG (Fats, Oils and Grease) Prevention Program, in the amount of \$91,113.80 per year. Contract term is two years.



1091 Centre Rd #120 | Auburn Hills, Michigan 48326
(866) 823-1307 | jules.may@eganix.org

RECIPIENT:

City of Novi, MI

26300 Lee BeGole Drive
Novi, Michigan 48375

Quote #2497

Sent on 01/12/2026

Total \$91,113.80

Product/Service	Description	Qty.	Unit Price	Total
Overwatch Compliance Program	1.) Ordinance Template and Support A regulatory template will be provided for legal integration, with ongoing support available. 2.) Customized Software Platform Build Out and Licensing Inspection (109 added Locations) Includes: - Downloading all FOI's/SIU's into dashboard along with all facility attributes. - Field Map with FSE/FOI data - Dashboard for real-time analytics - 8 hours initial setup and integration - 2 hours of staff training (in-person or remote) Clarifications: - ArcGIS Online setup assistance if needed. - GIS format conversion costs vary based on discussion. 3.) Facilities of Interest Inspections Individual inspections for high strength sewage sources, with a 40+ point evaluation. 4.) FOG Samples as Needed - Grab Samples FOG grab samples to ensure ordinance compliance, with coaching for offenders. Frequency varies. Cost recovery is 100% if ordinance is adopted. 5.) Monthly Self Reporting System Setup and Monitoring Grease trap frequencies determined by annual inspections. Facilities must submit cleaning records to Eganix, which will monitor compliance and notify of violations. 6.) Real Time Q & A Support All inquiries should be directed to reporting@eganix.com 7.) Eganix ARC GIS Member - Includes all annual upgrades and customization.	1	\$91,113.80	\$91,113.80*

Total \$91,113.80



1091 Centre Rd #120 | Auburn Hills, Michigan 48326
(866) 823-1307 | jules.may@eganix.org

Good evening, Scott and Ben.

This quote is detailed out for us to continue FOG inspections on 161 facilities within Novi.

The monthly payment for the compliance program is \$7,592.82.

Note that this is a two-year contract. This includes the option to extend the contract up to three (3) times at two year intervals with no more than a 3% increase per extension.

I am more than happy to walk through any questions you have about individual line items or the program in general, so please do not hesitate to reach out.

Victoria Kleparek, COO
Eganix, Inc.
(248) 798-6178

T&C's attached - This proposal becomes part of T&C's

Signature: _____ **Date:** _____

FOOD SERVICE ESTABLISHMENT	ADDRESS	ADDRESS	CITY, STATE, ZIP
5th Ave +A2:R114	25750 # 104	Novi Rd	Novi, MI 48375
11/11 Burgers	39601	Grand River Ave	Novi, MI 48375
Ajishin	42270	Grand River Ave	Novi, MI 48375
Alchile Mexican Restraunt	42100	Grand River Ave	Novi, MI, 48375
Alexandria Mediterranean Cuisine	43155	Main St.	Novi, MI 48375
Althean Coney Island	43324	Eleven Mile Rd	Novi, MI 48375
Anthology Retirement Center	42400	12 Mile Rd	Novi, MI 48377
Applebee's	47900	Grand River Ave	Novi, MI 48374
Ardiana's	41600	Ten Mile Rd	Novi, MI 48375
Ascension Brewery	42000	Grand River Ave	Novi, MI 48375
Bar Louie	44375	Twelve Mile Rd	Novi, MI 48377
Bawarchi Birani Point	25750	Novi Rd	Novi, MI 48375
BD's Mongolian Barbeque	43155	Main Street	Novi, MI 48375
Benitos Pizza	24270	Novi Rd	Novi, MI 48375
Bento 39	22200	Novi Rd	Novi, MI 48375

Better Health	42875	Grand River Ave	Novi, MI 48375
Bi Bam Bab	43155	Main Street # 300	Novi, MI 48375
Big Tommy Parthenon	40380	Grand River Ave	Novi, MI 48375
Black Rock	44175	12 Mile Rd	Novi, MI 48377
Bone Fish Grill	43304	W 11 Mile Rd	Novi, MI 48375
Border Cantina	21420	Novi Rd	Novi, MI 48375
Boston Market (Closed)	43363	Crescent Blvd	Novi, MI 48375
Breakfast Club of Novi	24255	Novi Rd	Novi, MI 48375
Brentwood Grill (fna Steve & Rockys)	43150	Grand River Ave	Novi, MI 48375
Brookdale Novi	45182	West Park Drive	Novi, MI 48377
Buddys Pizza	44225	Twelve Mile Rd C-108	Novi, MI 48377
Buffalo Wild Wings Grill	44375	Twelve Mile Rd	Novi, MI 48375
Burger 21	26425	Novi Rd	Novi, MI 48375
Burrito King	30950	Beck Rd	Novi, MI 48377
Busch's	41840	Ten Mile Rd	Novi, MI 48375
Byrds Hot Chicken	43444	W Oaks Dr	Novi, MI 48377

Carrabba Italian Grill	43455	West Oaks Drive	Novi, MI 48377
Chick Fil A	27750	Novi Rd	Novi, MI 48375
Chipotle	43345	Crescent Blvd	Novi, MI 48375
China Café	24299	Novi Rd	Novi, MI 48375
China Crown	22208	Novi Rd	Novi, MI 48375
China King	47770	Grand River Ave	Novi, MI 48374
Chopped Olive	47454	Grand River Ave	Novi, MI 48374
Cottage Inn	41758	Ten Mile Rd	Novi, MI 48375
Crumbl Cookie	26060	Ingersol Dr	Novi, MI 48375
Dae Jang Keum	39743	Grand River Ave	Novi, MI 48375
Diamond Jim Bradys	43271	Crescent Blvd	Novi, MI 48375
Dickeys Barbecue Pit	48975	Grand River STE 300	Novi, MI 48374
Ding Tea	39799	Grand River Ave	Novi, MI 48375
Domino's Pizza	41728	W 10 Mile Rd	Novi, MI 48375
Double Tree	42100	Crescent Blvd	Novi, MI 48375
Driftwood Bar and Grill	1103	E Lake Drive	Novi, MI 48377

Dunkin Donut		Ten Mile Rd	
El Mariachi Mexican Restaurant	31150	Novi Rd	Novi, MI 48377
Epoch Hospitality, LLC	46350	Grand River Ave	Novi, MI 48374
Famous Daves	43350	Crescent Blvd	Novi, MI 48375
Farm Grill	30990	Beck Rd	Novi, MI 48377
Firehouse Subs	48955	Grand River Ste 100	Novi, MI 48374
Fireside Grill & Patio	46100	Grand River Ave	Novi, MI 48374
First Watch	26054	Ingersol Dr	Novi, MI 48375
Fountain Walk	44125	Twelve Mile Rd	Novi, MI 48375
Fox Run	41000	Thirteen Mile Rd	Novi, MI 48377
Fumi Japanese Resturant	24271	Novi Rd	Novi, MI 48375
Gatsby	45701	Grand River Ave	Novi, MI 48374
Genji	27155	S. Karevich Dr	Novi,MI 48377
Grand Diner	48730	Grand River Ave	Novi, MI 48374
Guernsey Farms	21300	Novi Rd	Northville, MI 48167
Guidos Premium Pizza	47964	Grand River Ave	Novi, MI 48374

Happy Sushi	41766	Ten Mile Rd	Novi, MI 48375
Honey Baked Ham	43320	W 11 Mile Rd	Novi, MI 48375
Hotari	39723	Grand River Ave	Novi, MI 48375
Hot Head Burritos	39743	Grand River Ave	Novi, MI 48375
IHop	43317	Grand River Ave	Novi, MI 48375
ITC Transmission Company	27175	Energy Way	Novi, MI 48375
Jersey Mike's	26425	Novi Rd	Novi, MI 48375
Jet's Pizza	39711	Grand River Ave	Novi, MI 48375
Jimmy Johns	39601	Grand River Ave	Novi, MI 48375
Joe Kools	43200	Crescent Blvd	Novi, MI 48375
KA Hing	45017	Pontiac Trail	Novi, MI 48377
Kinder Care	24250	Homestead	Novi, MI 48374
Kroger	47650	Grand River Ave	Novi, MI 48374
La Herradura	47690	Grand River Ave	Novi, MI 48374
La Vie Mediterranean Grill	41490	Grand River Ave	Novi, MI 48375
Lakeview Bar	43393	Thirteen Mile Rd	Novi, MI 48377

Leo's Coney Island	47830	Grand River Ave	Novi, MI 48374
Levantine Grill	39755	Grand River Ave	Novi, MI 48375
Lifestyle Café - Twelve Oaks Mall			
Lifetime Fitness	40000	High Pointe	Novi, MI 48375
Little Ceasars Pizza	41527	W 10 Mile Rd	Novi, MI 48375
?	39600	Lewis Dr	Novi, MI 48377
Maisano's Italian Resturant	26139	Novi Rd	Novi, MI 48375
Manor of Novi	24500	Meadowbrook	Novi, MI 48375
Maria's Italian Bakery	41706	W 10 Mile Rd	Novi, MI 48375
Masala Indian Kitchen	43168	Grand River Ave	Novi, MI 48375
McDonalds	21050	Haggerty Rd	Novi, MI 48375
McDonalds	42665	Twelve Mile Rd	Novi, MI 48377
Moe's on Ten Seafood Grill	39455	Ten Mile Rd	Novi, MI 48375
Moose Pastry and Tea	42130	Grand River Ave	Novi, MI 48375
MRS Fields	27470	Novi Rd	Novi Mi 48377
Nagomi Japanese Resturant	25750	Novi Rd	Novi, MI 48375

Noodles & Company	26425	Novi Rd A	Novi, MI 48375
Nothing Bundt Cakes	43280	11 Mile Rd	Novi, MI 48375
Novi Chop House #6 Prime 4 Point	27000	Karevich Drive	Novi, MI 48377
Novi Coney	25875	Novi Rd Ste 170	Novi, MI 48377
Novi Crescent 2 LLC	26425	Novi rd,	Novi, Mi 48375
Novi Siam Spicy	43436	West Oaks Drive	Novi, MI 48377
O'Cafe	41467	W 10 Mile Rd	Novi, MI 48375
O' Sushi	41563	Ten Mile Rd	Novi, MI 48375
Oishi Restaurant	43155	Main St	Novi, MI 48375
Olgas	47960	Grand River Ave	Novi,MI 48374
Olive Garden Italian Resturant	43300	Crescent Blvd	Novi, MI 48375
On the Border Mexican Café	21091	Haggerty Rd	Novi, MI 48375
One Energy	45145	12 Mile Rd	Novi, MI 48377
One World Market	42705	Grand River Ave	Novi, MI 48375

Outback Steakhouse	48020	Grand River Ave	Novi, MI 48374
Panda Express	26150	Novi Rd Ste 400	Novi, MI 48375
Panera Bread	25875	Novi Road Ste 100	Novi, MI 48375
Penn Station	24274	Novi Rd	Novi, MI 48375
Pho Lucky	39777	Grand River Ave	Novi, MI 48375
Picasso Café	39915	Grand River Ave	Novi, MI 48375
Pita Way	43432	W Oaks Dr	Novi, MI 48377
Pot Belly	43350	Grand River Ave	Novi, MI 48375
Pretzel Peddler	27500	Novi Rd	Novi, MI 48377
Shake Shack	43335	Crescent Blvd	Novi, MI 48375
Pizza Hut	43443	Grand River Ave	Novi, MI 48375
Qdoba	26401	Novi Rd	Novi, MI 48375
Red Lobster	27760	Novi Rd	Novi, MI 48375
Red Robin	43250	Crescent Blvd	Novi, MI 48375

Residence Inn	27477	Cabaret	Novi, MI
Rose Senior Living	47400	Heritage Drive	Novi, MI 48374
Royal Wall	31178	Beck Rd	Novi, MI 48377
Sams Club	27300	Wixom Rd	Novi, MI 48374
Sheraton	21111	Haggerty Rd	Novi, MI 48375
Shiro Resturant	43180	Nine Mile Rd	Novi, MI 48375
Sip Coffee Café	27500	Novi Rd	Novi, MI 48377
Sizzle It Asian Bistro	31194	Novi Rd	Novi, MI 48377
Spicy Slices	30750	Beck Rd	Novi, MI 48377
Starbucks Coffee	42151	14 Mile Rd	Novi, MI 48377
Starbucks Coffee	27212	Beck Rd	Novi, MI 48374
Starbucks Coffee	27855	Cabot Dr	Novi, MI 48377
Starbucks Coffee	27795 B	Novi Rd	Novi, MI 48377
Starbucks Coffee	27100	Wixom Rd	Novi, MI 48374
Staybridge Suites	27000	Providence Pkwy	Novi, MI 48374

Suburban Collection Showplace	46100	Grand River Ave	Novi, Mi 48374
Subway	47790	Grand River Ave	Novi, MI 48375
Suki Hana - FC 104	27300	Novi Rd	Novi, MI 48377
Sweetwater Coffee	43346	Grand River Ave	Novi, MI 48375
Szechuan Fan	46077	Grand River Ave	Novi, MI 48374
Taco Bell	21090	Haggerty Rd	Novi, MI 48375
Taco Bell	31100	Beck Rd	Novi, MI 48377
Texas Roadhouse	26730	Adell Center	Novi, MI 48375
Thai Basil	47984	Grand River Ave	Novi, MI 48374
The Grand Diner	48730	Grand River Ave	Novi, MI 48374
Three Days Gourmet Catering	26850	Providence Pkwy # 115	Novi, MI 48374
Tim Hortons	47296	Citygate	Novi, MI 48375
Toasted Oak & Market Renaissance Hotel	27790	Novi Rd	Novi, MI 48377
Tubby's	41460	Grand River Ave	Novi, MI 48375
Turmerican Vegetarian Cuisine	24259	Novi Rd	Novi, MI 48375
Walmart	26090	Ingersol Dr	Novi, MI 48375

Wasabi	42050	Grand River Ave	Novi, MI 48375
Wendys	26245	Novi Rd	Novi, MI 48375
Westside Family Dining	31120	Beck Rd	Novi, MI 48377
Whirleyball Novi	41550	Grand River Ave	Novi, MI 48375
Yori - sushi	30650	Beck Rd	Novi, MI 48377
Zoup	47996	Grand River Ave	Novi, MI 48374
Zoup	27292	Novi Rd	Novi, MI 48377



Eganix, Inc.

1091 Centre Rd
Suite #120
Auburn Hills, MI 48326

December 4, 2024

Subject: Sole Source Justification for 'Overwatch' Geographic Information System

To Whom It May Concern,

We are submitting this letter to formally justify the selection of Eganix, Inc. as the sole source for the development of the 'Overwatch' compliance tool, a sophisticated Geographic Information System (GIS)-based solution. This application is crucial to Novi's municipal operations and business growth, and Eganix, Inc. is uniquely qualified to fulfill its requirements.

1. Background and Project Overview

'Overwatch' is designed to provide a streamlined and sustainable process for the City of Novi to track and mitigate FOG, BOD and TSS in the collection system. 'Overwatch' also specifically allows the City to track PFAS in strategic locations throughout the collection system. This application is custom-built to address the specific needs of the municipality and its businesses, which cannot be met by off-the-shelf solutions.

2. Justification for Sole Source Selection

Eganix, Inc. is the only provider capable of delivering the solution based on the following factors:

- **Unique Expertise and Experience:** Eganix, Inc. has demonstrated specialized expertise in FOG maintenance and prevention. We have successfully delivered similar solutions for other municipal clients in the region, making us uniquely qualified.
- **Proprietary Technology/Processes:** The proposed solution involves proprietary methodologies, tools, or platforms developed exclusively by Eganix, Inc. No other vendor has access to these technologies, which are critical for the project's success.
- **Custom Integration Requirements:** The application will seamlessly integrate with the City's existing systems. Eganix, Inc. also has in-depth knowledge of municipal wastewater infrastructure, reducing the risk and timeline associated with integration

- **Justification for Sole Source Selection:** Eganix conducted extensive market research and considered several potential competitors when developing 'Overwatch'. Compared to alternatives, none of them could meet the unique requirements or demonstrate the same level of expertise and readiness to deliver the project.

Please let us know if additional information or documentation is required. We appreciate your prompt consideration of this request.

Sincerely,

Sean Egan

Founder and CEO

sean.egan@eganix.org



November 22, 2024

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

RE: Partnership with Eganix for FOG Inspection Program

Dear Mr. Croy:

Per our previous discussions, it is our understanding that the City of Novi is looking to implement a program for inspections, monitoring, and compliance related to Fat, Oil, & Grease (FOG) and other high strength sewage within your sanitary sewer collection system. This program is critical to operation and maintenance of the City's sewer system and compliance with regulatory requirements. OHM Advisors has partnered with Eganix, Inc. to develop a comprehensive solution integrated with Geographic Information System (GIS) to assist municipalities with their FOG program: the "Overwatch" compliance tool. "Overwatch" is a sophisticated GIS-based system that is custom-built for each community to meet their specific needs, including a customized GIS dashboard to simply monitoring and reporting by the City Team. A number of municipalities throughout southeast Michigan are utilizing the "Overwatch" tool with the Eganix/OHM team for their FOG programs.

As one of the City's approved consultants, OHM is well-suited to develop this application to integrate with the City's existing systems, standards, and requirements. We have developed this solution in partnership with Eganix, Inc. and are not currently engaged with other companies to provide similar services. We would recommend that the City utilize Eganix, Inc. to implement a comprehensive FOG inspection & monitoring program. Feel free to contact me if you have any questions or need additional information regarding this.

Sincerely,
OHM Advisors

A handwritten signature in blue ink, reading "Timothy J. Juidici". The signature is written in a cursive style and is positioned above a horizontal line.

Timothy J. Juidici
Principal-in-Charge

cc: Jeff Herczeg, Director of Public Works



CITY OF NOVI CITY COUNCIL
FEBRUARY 9, 2026

SUBJECT: Approval of an annual contract with KUBRA for use of their water utility customer portal, Dropcountr, in the amount of \$26,231 per year. The contract term is three years.

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

KEY HIGHLIGHTS:

- The City's AMI system provided the opportunity to implement a water utility customer portal.
- The Dropcountr customer portal has been used by staff and customers over the past three years.

FINANCIAL IMPACT

	FY 2026/27 Proposed
EXPENDITURE REQUIRED	\$ 26,231 annually (estimated)
BUDGET	
Water & Sewer Fund 592-536.00-850.009	\$ 28,500 annually
APPROPRIATION REQUIRED	\$ 0
FUND BALANCE IMPACT	\$ 0

BACKGROUND INFORMATION:

Over the past few years, the Water and Sewer Division has been converting the water meter reading system to an Advanced Metering Infrastructure (AMI) involving the installation of a network of antennas and a meter replacement program to upgrade meters to be compatible with the AMI network (refer to attached 2018 memo). The AMI system allows for the collection of water usage remotely, and instantaneously when necessary, resulting in a significantly more efficient process compared to the previously used "drive-by" method.

With the AMI infrastructure in place, Dropcountr, a water utility customer portal, was implemented in 2023, which gives water customers access to information and features related to their account, such as water usage patterns, usage threshold notifications, leak alerts, and much more. This type of customer portal can provide a considerable amount of information to customers and should be able to answer many common questions customers have without the need to contact customer service. City staff will have the ability to easily send notifications to specific customers regarding outage updates, etc.

Based on the use of Dropcountr over the past three years, it is recommended that the contract is renewed for an additional three-year period. The annual fee will be \$24,010 (based on \$1.73 per account for the 13,879 existing water accounts) plus \$2,221 for Irrigation Insight module (\$0.16 per account), for a total of \$26,231 per year for the three-year contract.

RECOMMENDED ACTION: Approval of an annual contract with KUBRA for use of their water utility customer portal, Dropcountr, in the amount of \$26,231 per year. The contract term is three years.

**DROPCOUNTR, INC. PLATFORM
SERVICES AGREEMENT
Order Form**

Utility City of Novi
Primary Contact Ben Croy
Phone / Email Address 248.347.0454 / bcroy@cityofnovi.org
Address 45175 Ten Mile Road
Novi, MI 48375
Billing Contact Finance Department, City of Novi
Phone / Email invoices@cityofnovi.org

Start Date Jan 9, 2026
Initial Term 12-months

Platform Services Subscription Plan	Fee Per-Metered Connection	Metered Connections	Annual Fee
Platform Services	\$1.73	13,879	\$24,010
AMI API Maintenance	\$0.16	13,879	\$2,221
			\$26,231

Agreement

This Order Form, together with the attached Dropcountr, Inc. Terms of Service and other attachments listed below, form the Platform Services Agreement (“**Agreement**”) between Dropcountr, Inc., with an address of 40 E Rio Salado Parkway #535, Tempe, AZ 85281 (“**Dropcountr**”), and the customer identified above (“**Utility**”). This Agreement contains, among other things, warranty disclaimers, liability limitations and use limitations. This Agreement is effective upon signature of the parties. Utility’s subscription will begin on the start date indicated above or, if later, on the date of signature. Any conflicting or additional terms in any purchase order or similar form not expressly incorporated into this Agreement will be without effect.

Attachments Made Part of Agreement

- **Exhibit A:** Dropcountr, Inc. Terms of Service
- **Exhibit B:** Service Level Agreement
- **Exhibit C:** Support Terms
- **Exhibit D:** Statement of Work

Dropcountr

[Utility]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

DROPCOUNTR, INC.

Terms of Service

(last updated March 26, 2020)

1. **DEFINITIONS.** Any capitalized terms used but not defined in these Dropcountr, Inc. Terms of Service ("**Terms of Service**") will have the meanings (if any) specified in the Order Form or SOW (each as defined below). In addition, the following definitions apply.

- 1.1. "**Authorized User**" means an individual employee of Utility who has been assigned unique credentials to access and use the Platform Services, whether or not that individual is accessing or using the Platform Services at any particular time.
- 1.2. "**CLEAR Platform**" means the Dropcountr water analytics software platform designed for commercial use by water utilities.
- 1.3. "**Customer**" means a customer that has a water utility account serviced by Utility.
- 1.4. "**Customer Data**" means any data associated with a Customer, including as may be inputted or uploaded to the Platform Services.

- 1.5. "**Fees**" means the Set-up Fee and Subscription Fee.
- 1.6. "**HOME Application**" means Dropcountr's end-user facing application that provides water usage and other information to customers of a water utility.
- 1.7. "**Order Form**" means the order form executed by Utility and Dropcountr that specifies the subscription plan being purchased by the Utility and incorporates these Terms of Service.
- 1.8. "**Platform Services**" means the CLEAR Platform and HOME Application included in the Utility's subscription plan, as specified in the Order Form and any SOW.
- 1.9. "**SOW**" means a statement of work or other service addendum that may be agreed upon by the parties in reference to this Agreement, including as may be attached hereto as **Exhibit D**.

1.10. **“Utility”** means the water utility identified on the Order Form.

1.11. **“Utility Data”** means (i) Utility’s proprietary data, if any, that its Authorized Users upload or input into the CLEAR Platform or HOME Application, and (ii) as applicable, Customer Data and other data obtained by Utility from third parties in connection with this Agreement.

2. PLATFORM SERVICES SUBSCRIPTION

2.1. Authorization. Subject to Utility’s compliance with the terms and conditions of this Agreement, including Utility’s obligation to pay all applicable Fees, Dropcountr will (i) permit Utility to access and use the CLEAR Platform, solely for Utility’s internal business purposes, and (ii) permit Utility to access and use the HOME Application, and to offer and make available the HOME Application to its Customers, in accordance with any SOW or relevant Dropcountr end-user documentation.

2.2. Authorized Users. Authorized Users may exercise the rights granted to Utility hereunder on Utility’s behalf; provided, however, that Utility will ensure that all Authorized Users comply with the applicable terms and conditions of these Terms of Service, and Utility will be responsible for the Authorized Users’ acts or omissions in relation to the Platform Services as if they were Utility’s own acts or omissions. Authorized Users may not share their access credentials with any other individuals.

2.3. Service Capacity. Utility’s and its Authorized Users’ use of the Platform Services, and Utility’s right to offer and make available the HOME Application to its Customers, is limited to that number of metered connections indicated on the Order Form (the **“Service Capacity”**), and is subject to such other usage limitations as may be set forth therein or in the SOW.

2.4. Utility Responsibilities. Utility is responsible for (i) maintaining the confidentiality of any user IDs, passwords and other credentials associated with Utility’s account, (ii) all activities that occur with respect to Utility’s account, and (iii) its and its Authorized Users’ use of the Platform Services and compliance with this Agreement, SOW, Dropcountr’s relevant end user documentation, and all applicable laws, regulations, and rights of third parties. Except for resources that Dropcountr expressly agrees to provide under the Order Form or SOW, Utility is responsible for procuring and maintaining all computer hardware and software, equipment, internet connectivity,

and other ancillary services and resources necessary for it and its Authorized Users to connect to and make use of the Platform

Services, and for ensuring the security of the foregoing.

2.5. Restrictions. Utility will not, and shall ensure that its Authorized Users do not: (i) copy, reproduce, modify, decompile, disassemble, or reverse engineer the Platform Services or any associated software or materials (except to the extent that applicable law prohibits or restricts reverse engineering restrictions); (ii) except as expressly authorized herein with respect to making the HOME Application available to Customers, provide any third parties with access to any of the Platform Services, lease, distribute, sublicense, sell or otherwise commercially exploit the Platform Services, or use any of the Platform Services for time sharing or similar purposes for the benefit of any third party; (iii) remove any copyright or proprietary notices contained in the Platform Services or any output thereof; (iv) breach, disable or tamper with, or develop or use (or attempt) any workaround for, any security or authentication measures provided or used by the Platform Services; (v) access the Platform Services via any bot, web crawler or non-human user; (vi) access or use (or permit a third party to access or use) the Platform Services for any unlawful purpose or for purposes of monitoring the availability, performance or functionality of the Platform Services or for any other benchmarking or competitive purposes; or (vii) upload or process any data or content that infringes the intellectual property rights, rights of privacy or publicity, or other proprietary rights of any third party, or that contains any malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code.

2.6. Monitoring. Although Dropcountr has no obligation to monitor Utility’s or any Customer’s use of the Platform Services or any portion thereof, Dropcountr may do so and may prohibit any use of the Platform Services that it believes may be, or is reasonable likely to be, in violation of the provisions of Section 2.5.

2.7. Technical Support. Subject to the terms and conditions of this Agreement, Dropcountr will provide Utility with technical support services in accordance with the terms set forth in **Exhibit C**.

3. PLATFORM AND DATA SECURITY

3.1. Security Measures. Dropcountr will employ commercially reasonable data security procedures and other safeguards to protect against the unauthorized accessing, use, destruction, corruption, loss or alteration

of the Platform Services and any Utility Data or Customer Data stored on Dropcountr's servers.

3.2. Notification. Dropcountr will use commercially reasonable efforts to promptly notify Utility of any material breach of security with respect to any Utility Data or Customer Data.

4. IMPLEMENTATION

4.1. Implementation of Platform Services. Subject to Utility's compliance with the terms and conditions of this Agreement, including its obligations under this Section 4, Dropcountr shall use commercially reasonable efforts to promptly implement and make available the Platform Services to Utility and to provide such implementation services as may be set forth in any SOW (collectively, the "Implementation Services").

4.2. Utility Obligations. To facilitate Dropcountr's performance of the Implementation Services, Utility shall promptly provide to Dropcountr all information, resources and access as set forth on the Order Form or an applicable SOW, or as may be otherwise requested by Dropcountr in its reasonable discretion. Additionally, Utility agrees to provide such further cooperation and assistance as Dropcountr may reasonably request from time to time. Utility shall designate in writing an individual who will be Dropcountr's primary point of contact for matters relating to the implementation of the Platform Services. The parties agree that Dropcountr shall not be liable for any failure to perform its obligations under this Agreement to the extent it is caused by a breach of this Section 4.2.

4.3. End User License Agreement. Utility acknowledges that any use of or access to the HOME Application, including by Utility and its Customers, is subject to the terms of Dropcountr's then-current HOME End User License Agreement (the "EULA"), which must be accepted by users prior to access.

5. TERM AND TERMINATION

5.1. Duration and Renewal. Unless terminated as provided below, this Agreement will remain in effect throughout the initial subscription term specified in the Order Form (the "Initial Term"), and will automatically renew for successive periods of the same duration as the Initial Term (each, a "Renewal") unless either party gives the other party written notice of non-renewal at least thirty (30) days in advance.

5.2. Termination. A party may terminate this Agreement for a material breach by the other party, which remains

uncured more than 30 days after receiving written notice of the breach, except that, where such material breach is the nonpayment of Fees by Utility, Dropcountr may terminate immediately upon notice. Either party may also terminate this Agreement immediately upon notice to the other party in the event that that Utility's governing body does not appropriate funds to make the payments hereunder in a Utility's fiscal year budget.

5.3. Effect of Termination. Upon the expiration or termination of this Agreement: (i) all rights and platform subscriptions granted to Utility under this Agreement will terminate and Utility will cease using any and all components of the Platform Services; (ii) Dropcountr will cease making the HOME Application accessible to Customers; (iii) each party will, upon request, promptly return to the other party all Confidential Information of the other party in its possession or control; and (iv) Utility will, within thirty (30) days after receipt of Dropcountr's invoice, pay all accrued and unpaid fees and expenses. Upon any termination of this Agreement, Dropcountr will make all Utility Data and Customer Data on Dropcountr's servers available to Utility for electronic retrieval for a period of thirty (30) days, but thereafter Dropcountr may, but is not obligated to, delete all such stored Utility Data or Customer Data.

5.4. Survival. The following provisions will survive expiration or termination of this Agreement: Sections 2.2, 2.4, 2.5, 4.2 (last sentence only), 5.4, 5.4, 6 (to the extent of any outstanding payments), 7, 8, 10, 11, 12, and 13.

6. FEES AND PAYMENT

6.1. Fees. In consideration for Dropcountr providing the Implementation Services and Platform Services, Utility shall pay to Dropcountr the corresponding fees set forth in the Order Form, which shall include a one-time implementation fee (the "Set-up Fee") and an annual subscription fee (the "Subscription Fee"). In the event Utility use of the Platform Services is in excess of the Service Capacity, Utility shall be billed for such additional usage and agrees to pay, upon invoice by Dropcountr and in the manner provided herein, such additional charges. Dropcountr reserves the right to modify the Fees or to institute new fees at the end of the Initial Term or the current Renewal upon thirty (30) days' prior written notice to Utility. Increases to the Fees made pursuant to the prior sentence shall not exceed 5% per year (assuming no increase in usage limits).

6.2. Invoices; Payment. All Fees accruing hereunder will be billed in advance. The one-time Set-Up Fee will be

billed on the Effective Date. The Subscription Fee will be first billed on the Effective Date, and thereafter will be billed annually on each anniversary of the Effective Date occurring in the term of this Agreement. Dropcountr may choose to bill through invoices, in which case full payment for any invoice must be received by Dropcountr within thirty (30) days after the mailing date of such invoice. Overdue payments will accrue interest at the rate of 1.5% per month or the highest rate of interest allowed by law, whichever is lower. Utility will further be liable for, and shall to pay to Dropcountr promptly upon demand, all expenses of collection. Failure to timely pay any amounts due hereunder may result in immediate termination of the Agreement.

6.3. Taxes. The Fees and any other charges specified in this Agreement are exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT) (collectively, “**Taxes**”). Utility shall be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder, other than any taxes based on Dropcountr’s net income.

7. OWNERSHIP

7.1. Dropcountr IP. As between Dropcountr and Utility, Dropcountr shall own all right, title and interest in and to (i) the Platform Services and all software and other technologies embodied in or used to provide the Platform Services, including all improvements, enhancements, or modifications thereto, (ii) any updates, improvements, enhancements, derivative works, other materials, processes, or know-how based on or relating to the Platform Services, or as otherwise may be utilized or created by Dropcountr in performance of its obligations hereunder, and (iii) all intellectual property rights relating to any of the foregoing. If Dropcountr performs any development work in relation to the Platform Services, whether or not pursuant to a SOW, and including any customizations or modifications that Dropcountr may make in response to Utility’s requests or suggestions, Dropcountr solely retains all intellectual property rights arising from such development work.

7.2. Utility Data. As between Dropcountr and Utility, the Utility Data, and all intellectual property rights therein or relating thereto, are and shall remain the exclusive property of Utility.

7.3. Customer Data. Utility agrees to (i) obtain all third-party consents or approvals that may be necessary for the collection, use and transmission of the data, including

Customer Data and Utility Data, sent to or used in the operation of the Platform Services and for all of Dropcountr’s activities contemplated by this Agreement in relation to such data; and (ii) comply with all applicable laws and regulations with respect to Utility’s use of the Platform Services and provision of data with respect thereto, including without limitation those pertaining to privacy, data security, and publicity. As between Utility and Dropcountr, Utility will be solely responsible for the foregoing matters, and Utility will indemnify Dropcountr for any liability arising from its failure to comply with this Section 7.3.

7.4. Use of Utility Data. Notwithstanding anything herein or in the Order Form or any SOW to the contrary, Utility grants to Dropcountr the perpetual right to, among other things, examine, use, extract, model, manipulate, collate, analyze, create analysis using, reproduce and otherwise use any data (including Utility Data and Customer Data) or other information which it learns, acquires or obtains in connection with the performance of its obligations hereunder, within the scope of its regular business operations, including developing or operating data sets, algorithms or other analytical tools, or testing, implementing, integrating, developing or improving its products and services, and distributing or otherwise making available Dropcountr products and services to its customers.

7.5. Feedback. To the extent that Utility provides Dropcountr with any suggestions, feature requests, evaluation results, feedback, or other input in relation to any aspect of the Platform Services (collectively, “**Feedback**”), Utility hereby assigns and agrees to assign to Dropcountr all right, title and interest in and to such Feedback, including any intellectual property rights therein, and agrees that Dropcountr will be free to use such Feedback in any manner, including by implementing such Feedback in the Platform Services and/or Dropcountr’s other technologies, products and services, without compensation or other obligations to Utility.

8. CONFIDENTIALITY

8.1. Obligations. “**Confidential Information**” means (subject to the exclusions below) any non-public information relating to or disclosed in the course of the Agreement that should be reasonably understood to be confidential. The receiving party will use the same care to protect Confidential Information as it uses for its own similar information, but no less than reasonable care, will not disclose Confidential Information to any third party

without prior written authorization, and will use Confidential Information only for the purpose of fulfilling its obligations or exercising its rights expressly granted under this Agreement. Except as otherwise provided herein, including with respect to Dropcountr's use of Utility Data and Customer Data consistent with Section 7.4, the receiving party will promptly return or destroy the other party's Confidential Information upon request.

8.2. **Exclusions.** Confidential Information does not include information that: (i) is or becomes publicly available through no fault of the receiving party; (ii) was already in possession of the receiving party without confidentiality restrictions at the time of receipt from the other party, as evidenced by written records; or (iii) was independently developed by the receiving party without violation of this Section 8. If a receiving party is required to disclose Confidential Information by law, the receiving party will promptly notify the disclosing party and reasonably cooperate with its efforts to limit or protect the required disclosure, but will otherwise not be in violation of this Section on account of making the required disclosure.

9. **SERVICE LEVEL AGREEMENT.** If Utility's subscription includes service-level commitments, and the Order Form or SOW accordingly specifies that Dropcountr's Service Level Agreement is part of this Agreement, Utility will be entitled to the commitments and remedies set forth in such Service Level Agreement as attached hereto as **Exhibit B**. The remedies expressly provided in the Service Level Agreement are Utility's sole and exclusive remedy, and Dropcountr's entire obligation, with respect to any service-level violation.

10. DISCLAIMER.

10.1. **Data Accuracy.** The parties acknowledge and agree that the quality, accuracy and completeness of results obtained from the use of the Platform Services is dependent upon the quality, accuracy and completeness of available data, including Utility Data and Customer Data and other data that may be provided by third parties. Unless otherwise agreed to in the Order Form or SOW, Utility shall be solely responsible for providing or otherwise securing from third parties (including AMI Vendors, as defined in Exhibit D) all data necessary for the proper operation of the Platform Services. Notwithstanding the foregoing or anything herein to the contrary, Dropcountr shall have no obligation or liability whatsoever with respect to

any error, incompleteness or other deficiencies with respect to such data obtained from Utility or any third party, or any results generated by the Platform Services on the basis thereof.

10.2. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT (AND WITHOUT LIMITING REMEDIES TO WHICH UTILITY MAY BE ENTITLED UNDER THE SERVICE LEVEL AGREEMENT, IF APPLICABLE), DROPCOUNTR HEREBY DISCLAIMS, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PLATFORM SERVICES AND IMPLEMENTATION SERVICES, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE AND TRADE USAGE. DROPCOUNTR DOES NOT

REPRESENT THAT UTILITY'S OR ANY CUSTOMER'S USE OF THE PLATFORM SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, OR THAT THE PLATFORM SERVICES WILL MEET UTILITY'S OR ANY CUSTOMER'S REQUIREMENTS, OR THAT ALL ERRORS IN THE PLATFORM SERVICES WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE PLATFORM SERVICES AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT (AND WITHOUT LIMITING REMEDIES TO WHICH UTILITY MAY BE ENTITLED UNDER THE SERVICE LEVEL AGREEMENT, IF APPLICABLE), THE PLATFORM SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED TO UTILITY

ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ARE FOR INTERNAL COMMERCIAL USE ONLY. UTILITY ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE PLATFORM SERVICES ARE ACCURATE OR SUFFICIENT FOR UTILITY'S PURPOSES.

11. **INDEMNIFICATION.** Utility will indemnify, defend and hold harmless Dropcountr, its affiliates, managers, directors, employees, representatives, and agents, against any damages awarded by a court in connection with claims, demands, suits or proceedings made or brought by a third party arising from or related to (i) any material breach by Utility of this Agreement, (ii) the Utility Data, Customer Data, or any other data provided or made available by Utility hereunder, (iii) Utility's or any Customer's use of the

Platform Services in violation of this Agreement, EULA, or any applicable Dropcountr end-user documentation, or (iv) any failure by Utility to comply with any applicable laws, regulations, or rights of third parties.

12. LIMITATION OF LIABILITY

12.1. Wavier of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUT EXCEPT WITH RESPECT TO ANY BREACH OF THE PARTIES' OBLIGATIONS UNDER SECTION 8 OR BREACH OF UTILITY'S OBLIGATIONS UNDER SECTION 2.5, AND WITHOUT LIMITING UTILITY'S OBLIGATIONS UNDER SECTION 11, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES, OR FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR INFORMATION, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PLATFORM SERVICES TO BE PROVIDED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2. Liability Cap. THE TOTAL LIABILITY OF DROPCOUNTR FOR DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY UTILITY TO DROPCOUNTR UNDER THIS AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

13.5. Severability. If any part of this Agreement is held to be unenforceable or invalid, in whole or in part, by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

13.6. Waiver. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach of that or any other provision.

13.7. Notices. All notices permitted or required under this Agreement shall be in writing, will reference this Agreement, and shall be delivered in person, by overnight courier or express delivery service, or by first class, registered or certified mail, postage prepaid, or by confirmed email delivery, to the address of the party specified on the Order Form or such other address as

13. MISCELLANEOUS

13.1. Assignment. Utility may not assign this Agreement without Dropcountr's prior written consent, which will not be unreasonably withheld. Any attempt by Utility to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

13.2. Force Majeure. Neither party shall be liable for any delay or failure in performance (other than nonpayment of amounts owing) due to causes beyond its reasonable control.

13.3. Export Compliance. Utility agrees to comply fully with all relevant export laws and regulations of the United States and other applicable jurisdictions to ensure that neither the Platform Services, nor any direct product thereof, are: (i) exported or re-exported directly or indirectly in violation of such export laws and regulations; or (ii) used for any purposes prohibited by the such export laws and regulations.

13.4. Government Rights. If Utility is the U.S. government or any agency or other division thereof, Dropcountr's services are furnished under this Agreement as a "commercial item," as that term is defined and used in the U.S. Code of Federal Regulations (48 C.F.R. § 2.101) and other applicable regulations, and the government's rights with respect to the services (and to any associated software, technical data or other materials) are limited to those expressly granted in this Agreement.



A KUBRA® Company

either party may specify in writing. Such notice shall be deemed to have been given upon receipt.

13.8. Governing Law. This Agreement will be governed by both the substantive and procedural laws of California, excluding its conflict of law rules and the United Nations Convention for the International Sale of Goods. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties irrevocably consent to the personal jurisdiction and venue therein.

13.9. Entire Agreement. Any amendment or modification to the Agreement must be in writing signed by both parties. This Agreement constitutes the entire agreement and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter hereof.

13.10. Counterparts. This Agreement may be executed in counterparts, including by electronic transmission, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

EXHIBIT B

Service Level Agreement

This Service Level Agreement (“SLA”) pertains to the Platform Services Agreement to which it is attached between Dropcountr and Utility. All capitalized terms not defined herein shall have the meanings given to them in the Platform Services Agreement.

Scheduled Maintenance

Dropcountr may conduct maintenance and upgrades at any time upon forty-eight (48) hours’ notice to Utility (“**Scheduled Maintenance**”), which may cause the Platform Services to be temporarily unavailable. If Dropcountr anticipates that downtime will occur during any Scheduled Maintenance, Dropcountr will use commercially reasonable efforts to notify Utility in advance. Dropcountr will use commercially reasonable efforts to perform all Scheduled Maintenance during non-peak hours in an effort to limit disruption to Utility. Notwithstanding the foregoing, Dropcountr shall not be required to give advance notice of, or delay to non-peak hours, any maintenance required to address critical time sensitive issues, where waiting to perform maintenance may pose a risk to Dropcountr’s platforms, systems, or data.

Service Availability

Dropcountr will use commercially reasonable efforts to make the Platform Services available 99.9% of the time as measured on a monthly basis, excluding downtime for Scheduled Maintenance.

Service Credits

For any month in which the service availability (calculated as described above) falls below the commitment of 99.9%, Dropcountr will owe Utility an availability credit in accordance with the schedule below:

Service Availability	% of Imputed Monthly Fee to be Credited Against Next Monthly Fee**
99.9% or greater	0%
99.5% up to 99.9%	5%
99.0% up to 99.5%	10%
98.0% up to 99.0%	20%
97.0% up to 98.0%	30%
95.0% up to 97.0%	40%
Less than 95.0%	50%

** Credit will be calculated by (a) dividing the annual Subscription Fee paid by 12 months; and (b) applying the indicated percentage to the resulting imputed monthly fee.

EXHIBIT C

Support Terms

These Support Terms pertain to the Platform Services Agreement to which it is attached between Dropcountr and Utility. All capitalized terms not defined herein shall have the meanings given to them in the Platform Services Agreement.

Technical Support

Dropcountr will provide technical support to Utility via email during weekdays between 8:00am and 5:00pm Pacific Time, with the exclusion of Federal Holidays ("**Support Hours**").

Utility may initiate a helpdesk ticket during Support Hours by emailing support@dropcountr.com.

Dropcountr will use commercially reasonable efforts to respond to all helpdesk tickets within two (2) business days.

EXHIBIT D

Statement of Work

This Statement of Work (“**SOW**”) pertains to the Platform Services Agreement to which it is attached between Dropcountr and Utility. All capitalized terms not defined herein shall have the meanings given to them in the Platform Services Agreement.

This SOW includes three key phases: (1) Program Setup, (2) Program Implementation and (3) Program Management.

Program Setup (Phase 1)

Data Transfer

Dropcountr will engage with Utility staff to review and select from among Dropcountr’s preferred data specification, format, transfer interval, and transfer options.

Dropcountr will ingest up to two (2) years of Customer Data, including hourly usage data, to develop historical trends and spatial comparisons for water usage. Dropcountr will ingest up to five (5) years of Customer Data, if the usage data interval is monthly or less. Customer Data shall include, but may not be limited to, account information, account type, and rebate program participation.

If Utility has contracted with an Advanced Meter Infrastructure vendor which can provide Dropcountr with secure access to Customer usage data via API (“**AMI Vendor**”), Dropcountr will coordinate with the AMI Vendor to receive hourly usage data, leak flags, and other relevant data that supports the SOW.

Training and Pre-Launch Testing

Dropcountr will create Authorized User accounts for Utility’s access and use of the Platform Services. Utility is entitled to an unlimited number of Authorized User accounts, and each account may have different administrative privileges due to differences in Authorized User roles and authority.

Using actual Customer Data, Dropcountr will conduct initial Authorized User training on the Platform Services using Zoom or a similar online webinar application. Training conducted using relevant Customer Data increases the efficacy of training, and also allows for QA/QC of data prior to public launch.

Detailed training materials will be provided to Utility, and are accessible online at any time. These materials include product guides, GIF tutorials, answers to frequently asked questions, and project manager contact information.

Marketing Outreach Consultation

Where permitted to do so, Dropcountr will provide recommendations and examples of marketing outreach campaigns used by other Dropcountr utility accounts. Dropcountr also grants to Utility, during



the term of the Platform Services Agreement and for the sole and exclusive purpose of supporting Utility's internal outreach efforts, a limited, revocable, non-transferable (except as otherwise expressly

agreed to in writing by Dropcountr), non-exclusive licenses to use, modify and display such key Dropcountr image assets and copy (e.g. event brochures, bill stuffers, webpage placement) as Dropcountr may provide to Utility from time to time, including as the same may include Dropcountr trademarks, trade names, services marks and logos (collectively, “**Dropcountr Materials**”). All use of Dropcountr Materials by Utility shall be in accordance with such trademark use and other policies as may be provided to Utility by Dropcountr from time to time, and subject to Dropcountr review and approval.

Program Implementation (Phase 2)

Email Marketing Engagement

Using Customer email and other contact information provided by Utility, Dropcountr will conduct three (3) Customer email campaigns.

These campaigns will consist of unique, account-specific emails which summarize monthly water use, provide a social norms-based comparison, present a call to action to sign up for the Dropcountr HOME program, and legitimize the relationship between Utility and Dropcountr. Each email will include the account name and account number for Customer convenience, and a direct link to the Dropcountr signup page.

Program Management (Phase 3)

Status Meetings

In order to ensure that the project remains on track, and to provide ample opportunity for feedback and insight from Utility, Dropcountr anticipates conducting bi-monthly status meetings. These meetings may be held by phone or webinar.

Supplemental Training

The Dropcountr project manager will provide supplemental training to Utility as reasonably requested, or when material updates to Platform Services are developed and deployed.

MEMORANDUM

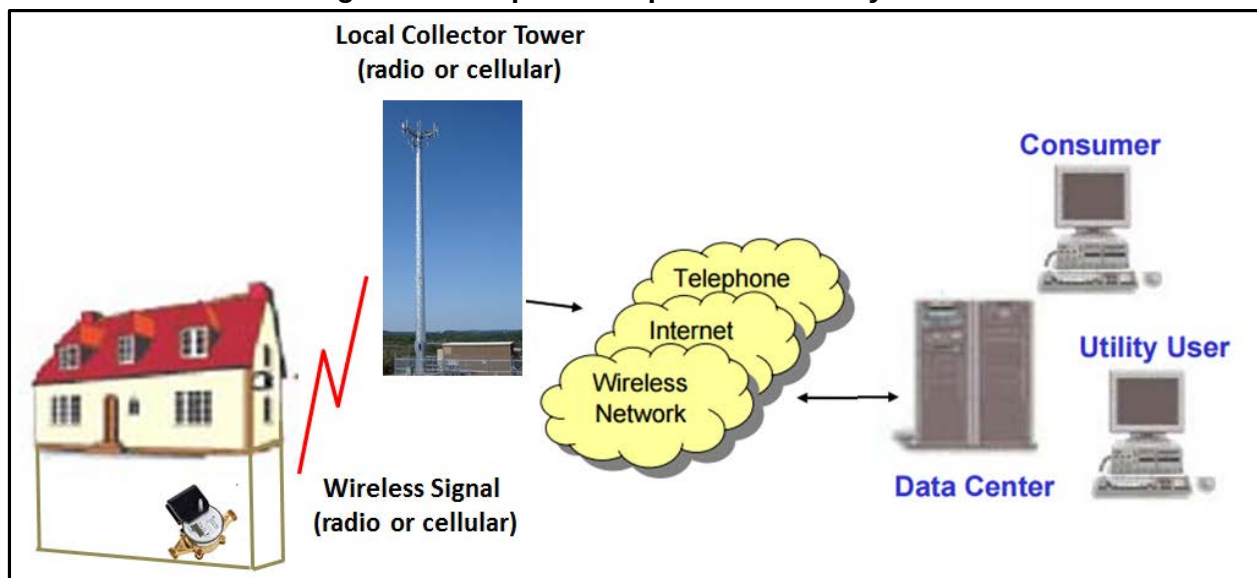


TO: JEFF HERCZEG, DPS DIRECTOR
FROM: BEN CROY, WATER AND SEWER SENIOR MANAGER
SUBJECT: ADVANCED METERING INFRASTRUCTURE COLLECTOR
TOWER INSTALLATION
DATE: MARCH 14, 2018

At the July 31, 2017 meeting, City Council approved the installation of the Advanced Metering Infrastructure (AMI). AMI is a fixed network system allowing City staff remote access for each metered connection in the water distribution system, and supplies information such as consumption, potential leakage, tampering, and backflow events. Implementation of the AMI system will be a two-phase process – first, the installation of collector towers throughout the City, and second, meter replacement as necessary to ensure adequate connectivity throughout the system. Twelve collector towers will be installed at select locations throughout the City (refer to attached location map). One collector tower installed at the Island Lake Booster Station site in 2017 was part of a pilot study for the AMI system.

The AMI system will allow the City to collect real-time data from the water billing meters through direct radio communications and transmit this data directly to a data center, which would make the data available to City staff, and potentially to the customers at some point in the future. Figure 1 provides a graphical depiction of a typical AMI system.

Figure 1 – Graphical Depiction of AMI System



The collector towers are standard wood utility poles, which are 60-foot tall with a 15-foot extension at the top for the antenna. Staff selected the thirteen collector tower locations based on the attached propagation study that helps determine optimal coverage for the City. Additional towers can be added in the future if improved or extended coverage is required.

In conjunction with the implementation of the AMI, staff is replacing and upgrading existing water meters. The primary factor for the meter replacements is the age. Approximately 75% of meters in the system today are 10 years old or older. The estimated service life of the meters used for the City of Novi system is 10 years, at which time they typically under-record, resulting in incorrect data and ultimately lost revenue.

Staff will also evaluate meters with less than 10 years of service once the AMI system is operational. Staff assumes some of these meters will not require any action, while others will need to have the meter head and radio transmitter relocated for compatible communication with the new AMI collector towers. This retrofit involves the installation of a new radio transmitter on the outside of the house, with a wired connection between the meter and the new transmitter.



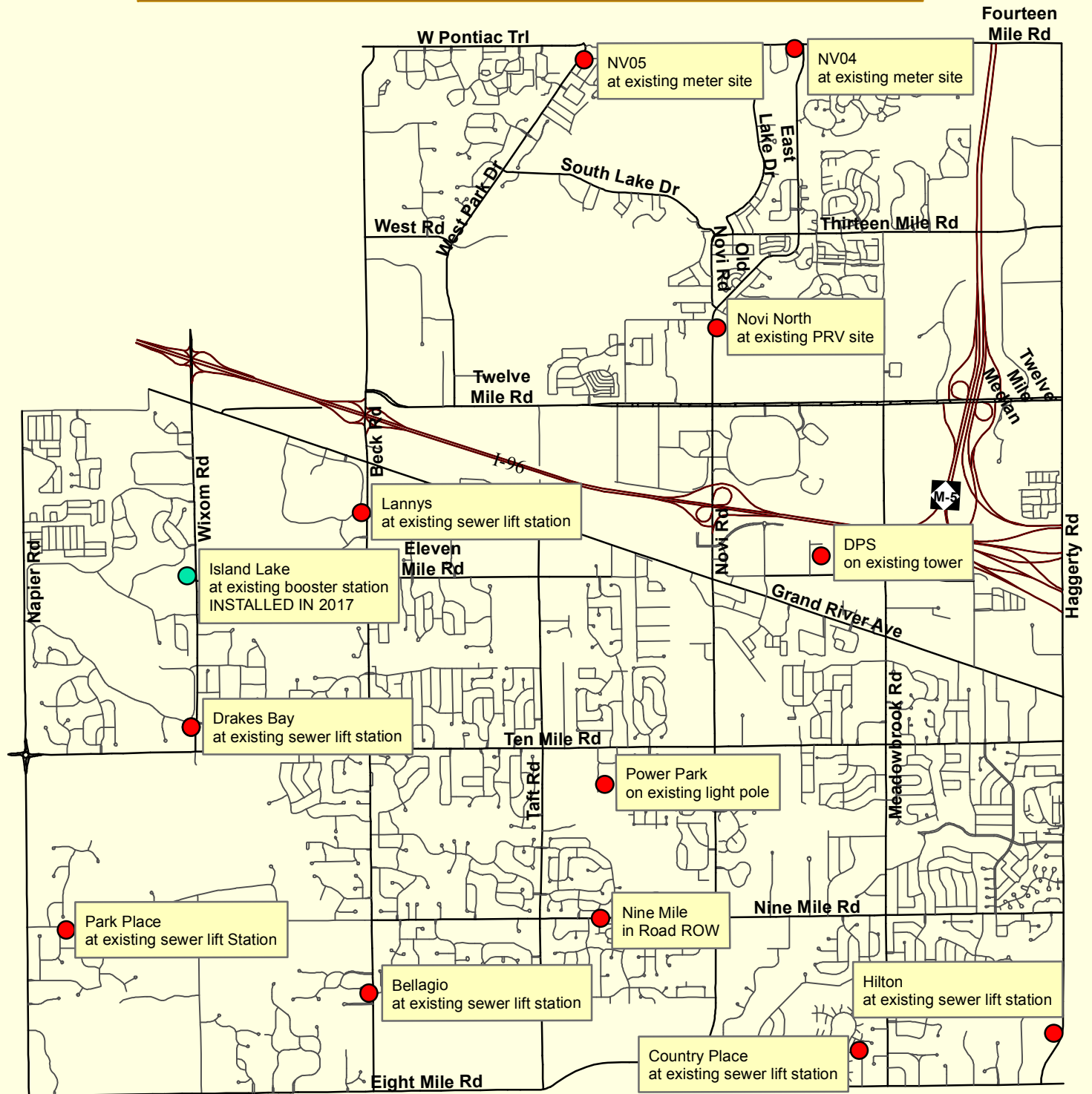
Staff scheduled the meter replacements for a three-year program beginning this year. The first replacements will include approximately 300 of the roughly 15,000 existing meters believed to be responsible for the largest loss in revenue, which are primarily older commercial meters with high usage. The balance of the replacements are forecasted in the City's Capital Improvement Program (CIP) for FY 2018-19 and FY 2019-20. A contractor selected by the City, and overseen by Water and Sewer Division staff, will perform the work. Community Relations staff will be engaged in order to communicate with the affected residents notifying them of the program.

Please let me know if any further information regarding the above information is required.

cc: Scott Roselle, Water and Sewer Asset Manager

Advanced Metering Infrastructure Collector Towers

Location Map



Map Author: Croy
Date: 3/9/18
Project: AMI
Version #: v1.0

Map Legend

- Proposed AMI Collector Tower Locations
- Existing AMI Collector Tower Location

MAP INTERPRETATION NOTICE

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



City of Novi

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

Feet
0 900 1,800 3,600 5,400
1 inch = 4,400 feet





**Proposal for
the City of Novi**

Water Utility Customer Portal

Due: September 15, 2022 by 1:00 p.m.

KUBRA
14105 S. Normandie Ave.
Gardena, CA 90249
www.kubra.com

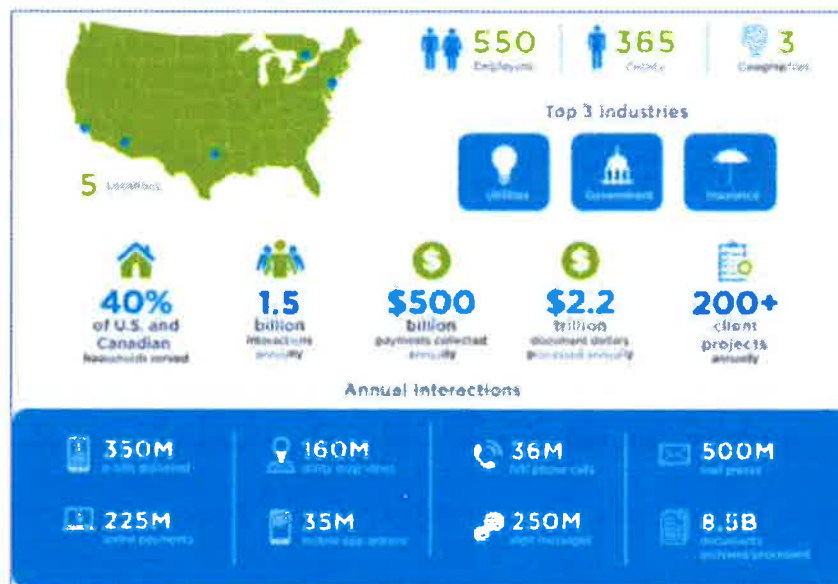
Robb Barnitt, VP of Market Development
Phone: (650) 678-3632
Email: robb.barnitt@kubra.com
robb@dropcountr.com

Statement of Qualifications

KUBRA Overview

Since our inception in 1992, we've been providing customer experience management solutions to some of the largest government, utility, healthcare, and financial entities in North America. We maintain a relentless focus on our clients' needs by providing the proficiency, products, and services needed to help our clients provide better service to their customers.

KUBRA has extensive experience working in the government industry. Our experience includes document production; electronic billing and payments; outage maps; mobile apps; and preference management solutions. We have intimate knowledge of the output files, APIs, integration points, and business logic for all commonly used CIS systems, plus we support several clients with legacy (home-grown) solutions. We are proud to serve a client base of over **550 entities** which includes the City of Sacramento, City of Seattle, City of Scottsdale, City of Colorado Springs, City of Richmond, City of Charlotte, City of Philadelphia, City of Long Beach, and many more.



KUBRA operates as an independent unit of the Hearst Corporation, a leading global, diversified media, information, and services company. Hearst brings 135 years of knowledge and financial strength generating more than \$14 billion in annual recurring revenue, allowing KUBRA to make significant investments in our core solution platform and support infrastructure to better support our clients and their customers.

Dropcountr Overview

Since our inception in 2013 as a customer engagement specialist for water utilities and their customers, Dropcountr has grown from California to serve clients in Arizona, Texas, Colorado, Montana, Massachusetts, Florida, and beyond.

Dropcountr was acquired by KUBRA in December 2021. As part of KUBRA, Dropcountr has access to significant financial and professional resources to apply to our industry-leading water customer engagement platform. In addition, Dropcountr can offer the many complementary utility billing, mapping, and customer experience solutions for which KUBRA is known.

We are proud to stand alone with the following unique qualifications:

- Native Mobile Applications** – consumer preferences have shifted from computer to mobile device, and 90% of mobile time is spent on native mobile apps downloaded from the Apple App Store or Google Play. Dropcountr offers these mobile applications for both iOS and Android and has an excellent 4-star rating on Apple.
- Web and Print Alternatives** – 86% of Dropcountr users prefer our mobile apps, but we offer identical information via web browser for those more comfortable on their computer. We can also print and mail welcome letters to your customers.
- #1 in User Adoption** – We match consumer preferences with visually compelling experiences on the devices your customers use most. Our products and sustained commitment to outreach has made us the industry leader in user adoption – no small feat for an opt-in customer portal.
- #1 in Conservation Performance** – University of California researchers have independently verified that Dropcountr users reduce their water use by 9% on average.
- No Customer Left Behind** – Dropcountr is available out of the box with Spanish and English language versions and is the only ADA compliant customer portal.
- Leading-edge Technology** – Our user interface gets the accolades, but our backend capabilities support a robust and capable platform. We support an existing API integration with Neptune 360 and our data science chops include a machine learning algorithm for irrigation detection and outdoor water use (i.e., Irrigation INSIGHT).



Organizational Information

KUBRA has nearly 30 years of experience implementing platform customer experience solutions with more than 1,500 implementations. What makes KUBRA's implementation and support model unique is that our clients are assigned a dedicated Client Services team (CSt) not only for the initial implementation, but for the life of their relationship with KUBRA. This unique approach to Service Delivery ensures that the City will have continuity of personnel and knowledge transfer with KUBRA today, tomorrow, and well into the future. KUBRA utilizes a team of pooled resources that varies in size depending upon the client's finalized requirements, but typically consists of a Client Support Manager, Project Manager, Technical Team Leader, Senior Programmer, QA Analyst, Quality of Service Analyst, Billing Administrator, User Acceptance Testing (UAT) Analyst and Database Analyst. The vast majority of your CSt members will have on average 7-10 years of experience within their respective fields.

Key personnel assigned to this project with the City are presented below. Ours is an experienced team of professionals with balanced and complementary skills and a track record of client and customer success:

- **Alison Nill, Client Success Lead** – Alison will be the primary point of contact for the City. Alison will help facilitate the project launch, conduct training sessions, and support City staff for the duration of the project.
- **Zeno Douglas, Project Management Lead** – Zeno and his Service Delivery team will project manage the launch and deployment of the Dropcountr platform.
- **Peter Williams, Technology Lead** – Peter and his development team will manage all technical aspects of the Dropcountr platform, including data transfer, API integrations and maintenance, and future version releases.
- **Robb Barnitt, Management Point of Contact** – Robb is the former CEO at Dropcountr, and now the Subject Matter Expert for water analytics and customer experience at KUBRA.

KUBRA and Dropcountr will not be utilizing subcontractors – all technology, service delivery, client success, and even printing capabilities exist in-house.

Program Work Plan and Implementation

The key components of our proposed program implementation with ongoing support and maintenance are presented below.

Data Integration and Transfer

Dropcountr will engage City staff to review data specifications and select sources and transfer methods.

While we often utilize flat-file transfer methods via secure FTP, we prefer robust API integrations which allow for secure, seamless, and reliable data transfer.

Historical customer and water use data will be transferred via secure FTP or API. Dropcountr will ingest up to five years of monthly water use data to build a historical reference for City customers.

Hourly water use data generated to date by the currently deployed Neptune AML network will be transferred using our existing API with the Neptune 360 platform. Going forward, customer and water use data will be transferred to Dropcountr using the Neptune 360 API.

While the City has no plans at this time for Dropcountr to integrate with an existing bill payment platform, Dropcountr is experienced in the development and deployment of Single Sign-on (SSO) customer experiences from payment platforms to Dropcountr. We are ready when you are and would expect stronger user adoption through the deployment of this option.

Training and Pre-launch Testing

Dropcountr will create Authorized User accounts for City staff access and use of the utility dashboard. The City is entitled to an unlimited number of Authorized User accounts, and each account can have different administrative privileges due to differences in Authorized User roles and authority.

Using City customer data, Dropcountr staff will conduct remote training for City staff using Zoom or a similar online webinar application. Training conducted using relevant Customer Data increases the efficacy of training and allows for QA/QC of data prior to public launch.

On-site training is available as an optional service.

Detailed training materials will be provided to the City and made accessible online at any time. These materials include product guides, GIF tutorials, answers to frequently asked questions, and project manager contact information.

Email Marketing Outreach

Using customer emails and other contact information provided by the City, Dropcountr will conduct three customer email campaigns.

These campaigns consist of unique, account-specific emails which introduce the program and legitimize the relationship between the City and Dropcountr. Each email will include:

- Presentment of monthly water use over the past year
- Social norms-based comparison to the target account
- Call to action to sign up for the Dropcountr program
- Account number to streamline sign-up
- A direct link to the Dropcountr sign-up page.

Status Meetings

To support communication and sharing of results and City staff feedback, Dropcountr anticipates conducting bi-monthly status meetings. These meetings may be held by phone or webinar. Dropcountr also expects to coordinate annual project review meetings in person with City staff.

Supplemental Remote or In-person Testing

The Dropcountr Client Success Manager can provide supplemental training to City staff as reasonably requested, or when material updates to Dropcountr products and services are developed and deployed.

Portal Capabilities and Benefits

Dropcountr Products & Services

Key products and services are introduced below, with additional detail and product images presented in **Exhibit A**.

CUSTOMER PORTAL

Dropcountr offers a tailored customer portal experience for both residential and commercial users. Known as Dropcountr HOME and BUSINESS, these customer portal experiences are available as native mobile iOS and Android applications (available in the Apple App Store and on Google Play) and are also accessible by computer using any modern web browser.

City customers will be able to view their historical and current water use in yearly, monthly, daily, and hourly time intervals. Contextual comparisons are provided in the form of an account-specific water budget and an anonymous comparison to similar accounts (i.e., social norming).

Customers can receive leak and threshold alerts, emergency notifications, rate and rebate announcements, and more via email, text message, and push notification via mobile app.

Customers may also contact City customer service staff by phone or via email directly from their mobile app, and via email using the web portal.

Please find additional detail and product images in **Exhibit A**.

UTILITY DASHBOARD

Dropcountr includes a robust analytics and customer communication dashboard for utility staff. Known as Dropcountr CLEAR, this intuitive dashboard presents customer and water use data in paneled index and map views.

City staff will be able send communications to one or many customers via email, text message, and push notification. Staff can also target their communications to a customer subgroup which meets staff-defined criteria, including high water use, water budget compliance, account type, leak flags, and even language preference.

Staff can also mirror a customer's portal to more effectively respond to service calls, review and record notes in a structured form, and export full or tailored data reports in .CSV format for use in Microsoft Excel.

Please find additional detail and product images in **Exhibit A**.

MARKETING OUTREACH

Dropcountr will conduct email campaigns to City customers to introduce and legitimize the program and then drive user adoption.

Dropcountr will also share image assets and established program marketing copy with City staff to support website and workshop promotions.

As an optional service, Dropcountr can produce print and mail welcome letters to City customers. These informative color welcome letters can be sent to all accounts, or just to those accounts for which no email address is available.

IRRIGATION INSIGHT

Outdoor water use is a blind spot for most customers. Excessive outdoor water use can result in high bill complaints and challenge regulatory compliance.

Dropcountr offers an optional module called Irrigation INSIGHT, which utilizes a machine learning algorithm that identifies and presents outdoor water use to both customers and City staff. This optional module is available for demo and presented in our cost proposal.

Please find additional detail and product images in **Exhibit A**.

Program Schedule

Dropcountr is prepared to commence work on the program following a notice to proceed from the City.

We anticipate a public launch within 90 days of program initiation.

A representative program schedule is presented in **Exhibit B**.

Program Potential

KUBRA is an end-to-end solution provider for the municipal and private utility industries.

A relationship with KUBRA represents a future opportunity to leverage one partner for all customer engagement, billing and payments needs. Utility trends are witnessing vendor partner consolidation. We are seeing that utilities are looking for a partner with deep understanding of the utility market. A partner that can support holistic customer engagement offerings inclusive of usage analytics, MyAccount self-serve, customer communications, physical and electronic billing, and payment channels under an end-to-end fully integrated platform. A partner that can help utilities increase customer satisfaction, expand document delivery and payment channels,



reduce billing and operational expense while consolidating from multiple vendors and systems onto one.

KUBRA's acquisition of iFactor in 2016 strengthened our solution set by enhancing our outbound communication and customer preference management solutions. Our Customer Communication products connect with utility back-end systems to enable you to communicate with customers via automated messaging, utility maps, and mobile applications for notifications, storm updates, gas leaks, and streetlight outages. With the addition of Dropcountr, KUBRA will provide clients with access to billing and payments, customer communications, and water analytics under a unified platform, furthering KUBRA's mission to provide the most comprehensive customer experience platform on the market.

KUBRA is a partner for the future where you leverage one common data receipt, extraction, and delivery engine, one payment platform, enabling universal visibility and management across all delivery channels, payment types, and all customer engagement. The utility industry is shifting from leveraging multiple vendors and partners to support document delivery, payments, analytics, outage to encompass every customer experience under a singularly owned platform. KUBRA is prepared for and is leading this change by delivering the only complete and integrated suite of customer engagement, usage analytics, meter-to-cash, outage communication management, preference management, and mobile development offerings – all on a single platform.

Response to Scope of Work Questions

Pages 8-9 of the RFP identify the City's primary goals and indicate desired features and functionality. Dropcountr provides each of these desired attributes, which are addressed and described in the narrative below.

A comprehensive overview of features, functionality, and analytics are provided in **Exhibit A**.

We look forward to the opportunity to showcase our full feature set during a project interview and live demo.

✓ **Project team involved in implementation, and description of support available throughout use of portal.**

The experienced project team assigned to this implementation is presented on **page 6**. Customer support will be provided to the City by Alison Nill, your dedicated Customer Success Manager.

Customer support will be provided during implementation as well as throughout the life of your project. Training, updates to rate information, and marketing outreach support are a few examples of the support the City will receive.

User (City customer) support will also be provided throughout the life of your project. General trouble shooting, functionality questions, and password resets are a few examples of the support that users will receive

✓ **Detailed description of all analytics available, and the functionality available to utility and customer.**

A detailed description of features, functionality, and analytics available to both City staff and customers are provided in the supplemental **Exhibit A**.

✓ **Options for customer to view personalized information to help resolve perceived high bill or usage issues.**

Annual, monthly, daily, and hourly water usage data will be available to City customers. These data are highly accessible via our native mobile application and web portal, and aid in resolving perceived high bill or usage issues via education.

For example, our monthly view presents water usage in an intuitive calendar format, which will allow City customers to view their water use habits, especially related to high consumption activities like irrigation. In addition, our hourly water usage presentation will aid City customers in identifying high usage events (e.g., pre-dawn irrigation) or leaks.

- ✓ **Options for customer to personalize their customer profile, including input of specific home and water use details, how notifications/alerts are received, and consumption displays (e.g. daily, seasonal, annual comparison).**

Upon signup, City customers will be able to personalize their profile with key attributes including household size, irrigated area, and the use of pools and appliances. In addition, City customers can control their communication preferences, and opt to receive leak alerts and other notifications via email, SMS (text message), push notification (via mobile app) and any combination of the three.

- ✓ **Ability to compare customer consumption data to similar customers.**

Social norming is a powerful technique that leverages behavior psychology to promote new behaviors and habits. Our approach is to present anonymous water use data in aggregate – no individual City customer has access to whom they are being compared. Dropcountr compares only “apples to apples”, in that only similar accounts are compared, and we also present aggregate water use data for the most efficient account cohort as an aspirational goal.

- ✓ **Provide estimated cost of water consumed based on utility prices and consumption, which the City will have access to update on an annual basis.**

Dropcountr calculates the estimated cost of water on the fly using hourly water usage data obtained via our Neptune 360 API integration. We will apply City volumetric rates to estimate cost on a rolling basis and can update these rates and tiers as they change over time.

- ✓ **Description of leak detection parameters and functionality. Additionally, the following functions would be preferred:**

- **Ability to automatically notify customer of suspected leaks, with ability to engage customer to investigate and resolve the leak, and ability to provide resolution details to City.**

Dropcountr will apply our proprietary leak detection algorithm to hourly water usage data sourced via our API integration with Neptune 360. Parameters pertaining to continuous flow and burst conditions can be fine-tuned with input from City staff. When the definition of a leak is met, automated notifications will be sent to City customers via email, SMS, and push notification – consistent with customer preferences.

Leak flags are also available to City staff in CLEAR and can be viewed in each customer account during customer service engagements, as well as leak investigation and resolution.

- ✓ **User-defined threshold limits and alerts available (e.g. leak detection, consumption).**

City customers (users) can select their preferred communication channels (email, SMS, push notification) by which they receive leak and threshold alerts.

Threshold alerts can be further customized according to financial threshold and billing period.

- ✓ **Available notification options, including:**
 - **Mapping feature with the capability to select targeted geographic areas for notifications (preferred compatibility with ESRI GIS).**

Dropcountr CLEAR includes a rich mapping interface which includes a “polygon” function for delineating geographic boundaries which select and capture customer accounts for outreach and notifications.

- **Ability to set up automatic messaging (e.g. monthly summary) by customer or utility.**

All City customers for whom an email is on file will receive an automated monthly Water Report.

- **Ability for City to send notifications to customers via multiple communication channels, including email, text/SMS and automated voice calling.**

The City will be able to send all-inclusive or targeted notifications to customers via email, SMS, and push notification via mobile app. Automated voice calling is available on other KUBRA products and will be integrated and available on Dropcountr in early 2023.

- ✓ **Ability to track users actions (e.g. email opened, link clicked, log-ins. etc.).**

To measure and continuously improve engagement, Dropcountr tracks, and records engagement metrics including message delivery, opens, and clicks. We utilize Sendgrid and Twilio to manage these communication events and campaigns. Dropcountr also records platform logins and presents an account “last logged in” via CLEAR for City staff.

- ✓ **Reports and reporting capabilities available (e.g. customer statistics, leak detection, grouping by meter type, etc.). Include length of time data can be stored, and format of exported data.**

Dropcountr CLEAR uses staff-defined filters to export raw data in .csv format. High level metrics can also be exported graphically in .jpg, .png, and .pdf to support presentations and memos.

Data is not deleted or reduced over time but will be retained for the City over the life of our project.

- ✓ **Ability to integrate with bill pay system (not planned at this time).**

Dropcountr has integrated with several bill payment platforms and can support the City in time as desired.

- ✓ **Schedule for implementation.**

Dropcountr is prepared to commence work on the program following a notice to proceed from the City.

We anticipate a public launch within 90 days of program initiation.

A representative program schedule is presented in **Exhibit B**.

- ✓ **Municipalities, etc. comparable to the City of Novi where portal has been implemented.**

References have been provided as part of the Fee Proposal.

- ✓ **Security of customers' personal information.**

Dropcountr will employ commercially reasonable data security procedures and other safeguards to protect against the unauthorized accessing, use, destruction, corruption, loss or alteration of the Platform Services and any Utility Data or Customer Data stored on Dropcountr's servers.

Dropcountr will use commercially reasonable efforts to promptly notify Utility of any material breach of security with respect to any Utility Data or Customer Data.

We would welcome the opportunity to discuss our data security practices in greater detail during a project interview.

✓ **Strategies to help promote customer engagement.**

Dropcountr leads the customer portal product category in user adoption and engagement. Our native mobile apps match customer preferences – over 90% of time spent on mobile devices is in mobile apps – not a responsive mobile browser.

Our recurring email campaigns continuously build upon early user adoption, and we offer optional welcome letters to reach City customers for whom an email is not on file.

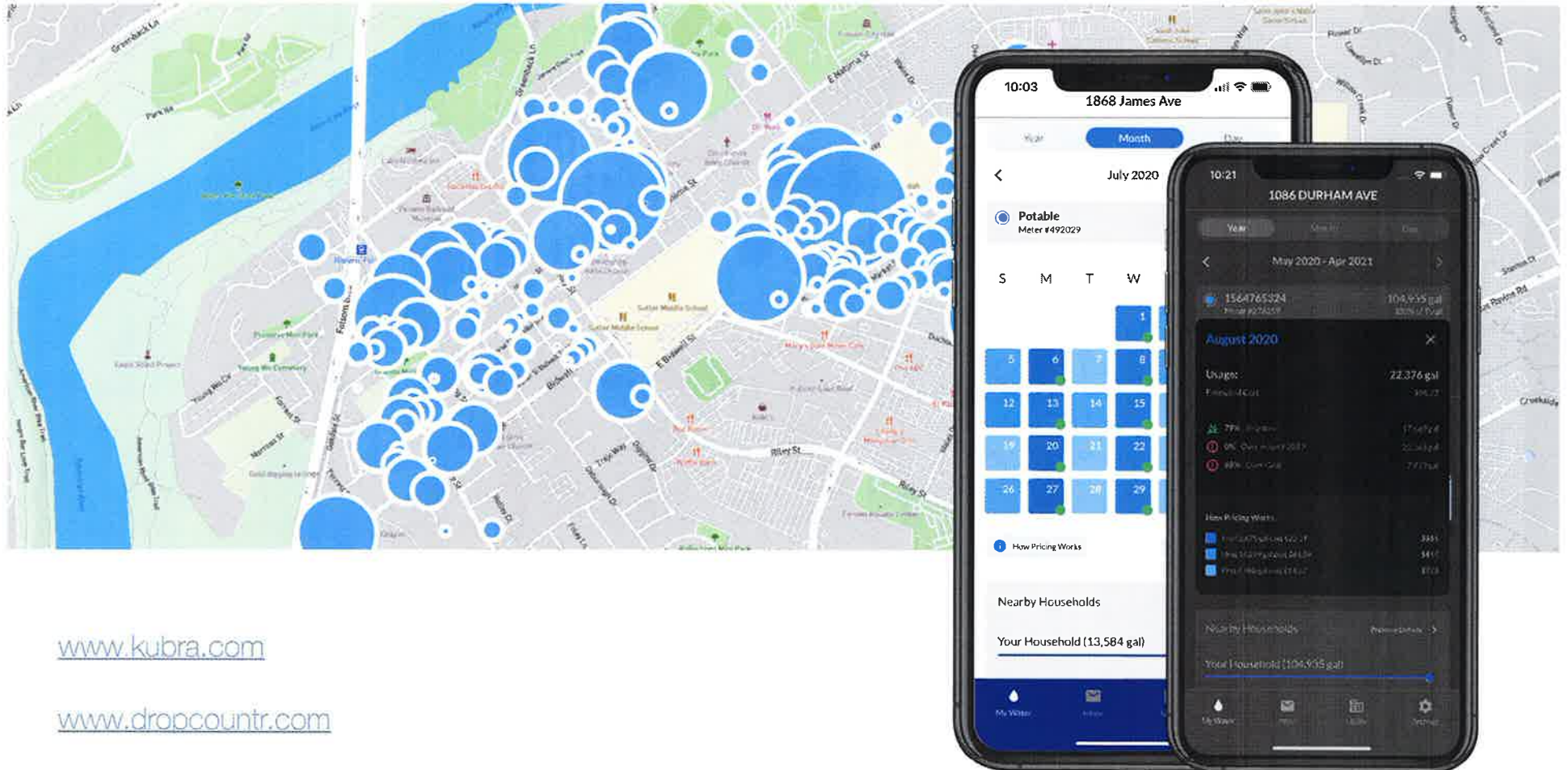


Exhibit A – Dropcountr Products & Services

dropcountr

A KUBRA® Company

Customer Portal & Utility Dashboard



www.kubra.com

www.dropcountr.com

Why Dropcountr?



Unlock the Full Value of Your AMI Investment

Hourly water data is the key to unlocking a stronger relationship with your customers.

With hourly water data, customers receive leak alerts and more closely monitor and understand how they use water.

This means more satisfied customers, and fewer high bill complaints for your customer service team.



A Customer Portal That Your Customers Will Actually Use

Mobile device use has surpassed computers, and your customers use native mobile apps from the Apple App Store and Google Play more than 90% of the time.

Dropcountr offers a true native mobile application (iOS and Android), but is also available via web browser.



Industry-Leading User Adoption and Conservation

With our consumer-centric mobile and web applications, and monthly marketing outreach campaigns, Dropcountr is the industry leader in both user adoption (over 30%) and conservation (9% on average).



No Customer Left Behind

Dropcountr is the only customer engagement platform that is ADA compliant, and is available in both English and Spanish.

Dropcountr Base Platform

CUSTOMER ENGAGEMENT & SELF-SERVICE

Dropcountr is a cloud-based customer engagement and analytics software platform for water utilities and their customers.

HOME and BUSINESS are free mobile and web apps for your customers. CLEAR is an analytics and communication dashboard for utility staff.



HOME

- ✓ iOS and Android mobile apps
- ✓ Responsive web browser experience
- ✓ Water use displayed in annual, monthly, daily, hourly intervals
- ✓ Anonymous comparison to similar homes (social norming)
- ✓ Comparison to a budget or mandate
- ✓ Multiple users per service address
- ✓ Multiple service addresses per user
- ✓ Multiple meters per service address
- ✓ Leak, budget, and emergency alerts
- ✓ Mobile push notifications
- ✓ Emails
- ✓ Curated water tips and utility rebates
- ✓ Facilitated electronic bill payment
- ✓ Dedicated Dropcountr support



BUSINESS

- ✓ Standard HOME features but with a user interface designed for non-residential accounts
- ✓ Water use is compared to similar business categories



CLEAR Utility

- ✓ Customer and meter data for all service accounts
- ✓ Customizable index and map views
- ✓ Filters to target customer groups for specific communications
- ✓ Draw shape on map to isolate accounts for review and targeted communication
- ✓ Email all service accounts or a targeted group
- ✓ Send mobile push notifications to all enabled or targeted accounts
- ✓ Export data to Microsoft Excel
- ✓ View account water use, messaging, customer service call and resolution history
- ✓ Mirrored view of customer's HOME account for customer support
- ✓ Edit or create conservation tips and current utility rebates

*Optional Irrigation Detection & Demand and other modules are available.

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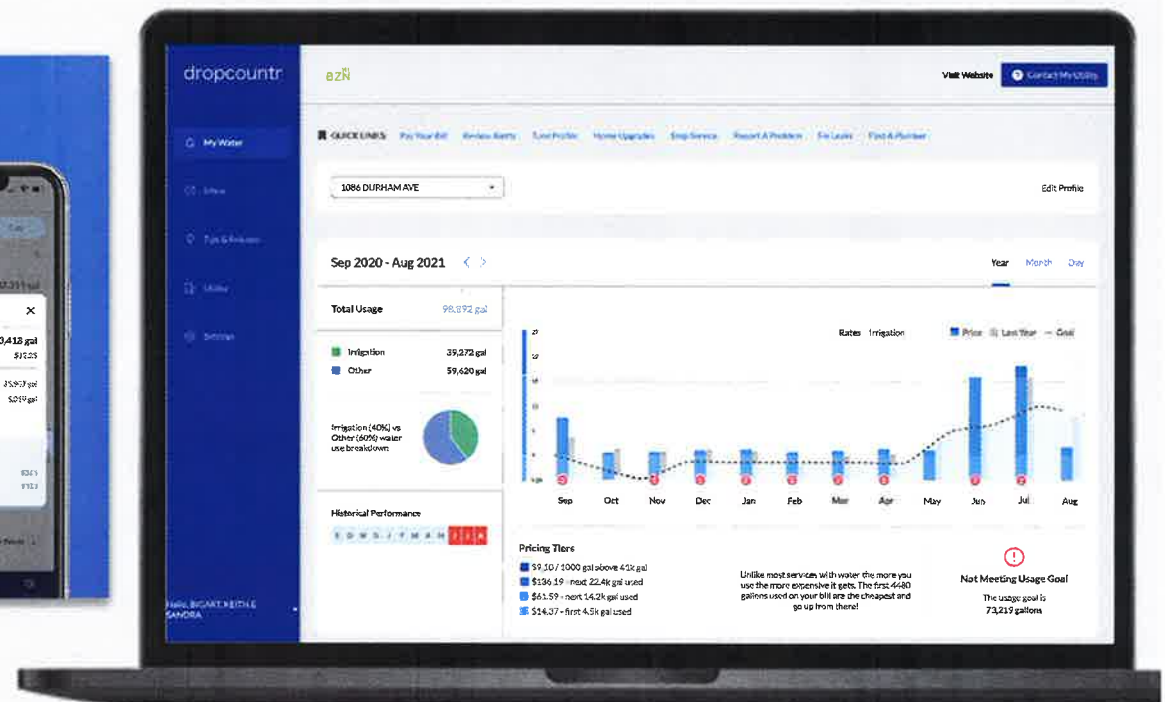
HOME & BUSINESS

FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS

Dropcountr HOME is designed to increase residential customer Water IQ. Customer account information, water use, important alerts, and electronic bill payment are all conveniently accessed on a smartphone or computer. Dropcountr HOME is intuitive, powerful, and provides timely information to empower the utility customer.

Dropcountr BUSINESS offers the same features as HOME, but with an interface and experience better suited for commercial customers.

Both HOME and BUSINESS are available as mobile iOS & Android apps, and on any internet-connected computer or smartphone,



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Increase Customer Water IQ

HOME & BUSINESS

Dropcountr HOME & BUSINESS are designed to first inform and educate your customers, and then empower them to manage their water use and increase self-service.

Reduce customer service call volume

Customers who have access to their information, and understand their water use are less likely to call utility staff with questions or to dispute a bill.

Stronger customer relationships for uncertain times

Rates will increase and pipes will break. Strengthen the utility-customer relationship ahead of these events, by providing customers with a free and convenient monitoring tool.

Leak alerts

Dropcountr leak detection algorithms trigger alerts to customer mobile devices and email, and are flagged for utility staff in CLEAR.

Monthly Water Use Reports

Automated monthly water use emails supplement HOME & BUSINESS on mobile and web. This monthly summary reminds users to check their account, and presents an opportunity to deliver timely and relevant utility announcements or messages.

Information Inclusivity

All customers are entitled to information that increases their Water IQ. Dropcountr is available in Spanish, and is the only water customer portal that is ADA compliant - on both mobile and web.

- Why is my bill so high?
- How much water do I use?
- How does that compare to last month?
- Do I use more than I should?
- How can I prevent leaks and water damage?
- ¿Tiene información en Español?

Rates and Tiers

Rate tiers can be confusing and lead to customer service calls. Dropcountr presents rate tiers and pricing in a simple and intuitive format.



RickEsq, 05/04/2021

Great app

This app was a lifesaver. We have a vacation property and not always there. A couple of busted sprinklers made this app indispensable. Probably saved us hundre [more](#)

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Targets & Social Norming

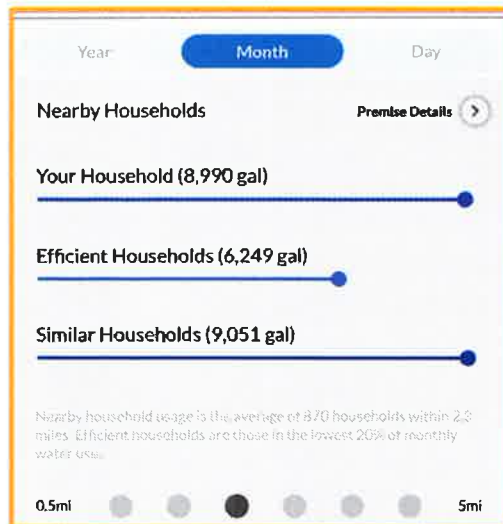
CUSTOMER ENGAGEMENT & SELF-SERVICE

Water Use Targets

We all benefit from setting a budget on certain items. Whether it's to conserve something in short supply or to avoid overspending, a target to track against our progress can help.

For each customer account, Dropcountr develops and presents a water budget, which is then compared to actual use. Our water budgeting algorithm accounts for account type, family or business size, irrigation profile, and local climate factors.

Does your state or region have water supply or demand challenges? During a drought in California, Dropcountr adjusted our budgeting algorithm to target the conservation mandate for each customer account.



Social Norming (comparing water use to similar customer accounts)

In recent years, the field of behavioral science has shown that social norms-based comparisons can change perspectives and alter behaviors.

Dropcountr leverages this social norming concept via an anonymous comparison to similar households located close by.

Our social norming algorithm prioritizes certain criteria for comparison (e.g. household occupancy, lot size, irrigation) to ensure a fair and equitable comparison.

This comparison provides important context to the water use information presented in HOME & BUSINESS, and guides customers to improve their water use efficiency.

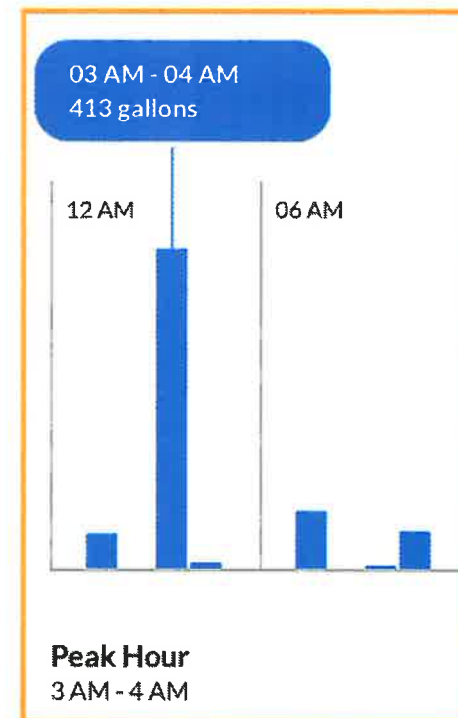
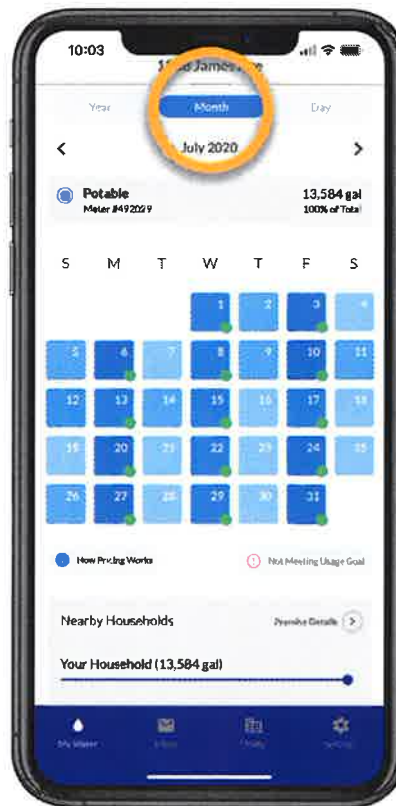


My Water Use

CUSTOMER ENGAGEMENT & SELF-SERVICE

Dropcountr HOME and BUSINESS users can view and better understand their water use by the YEAR, MONTH, DAY, and HOUR.

Select between multiple meters or review a second service address. Understand how water use relates to a bill with rate tier and pricing details.

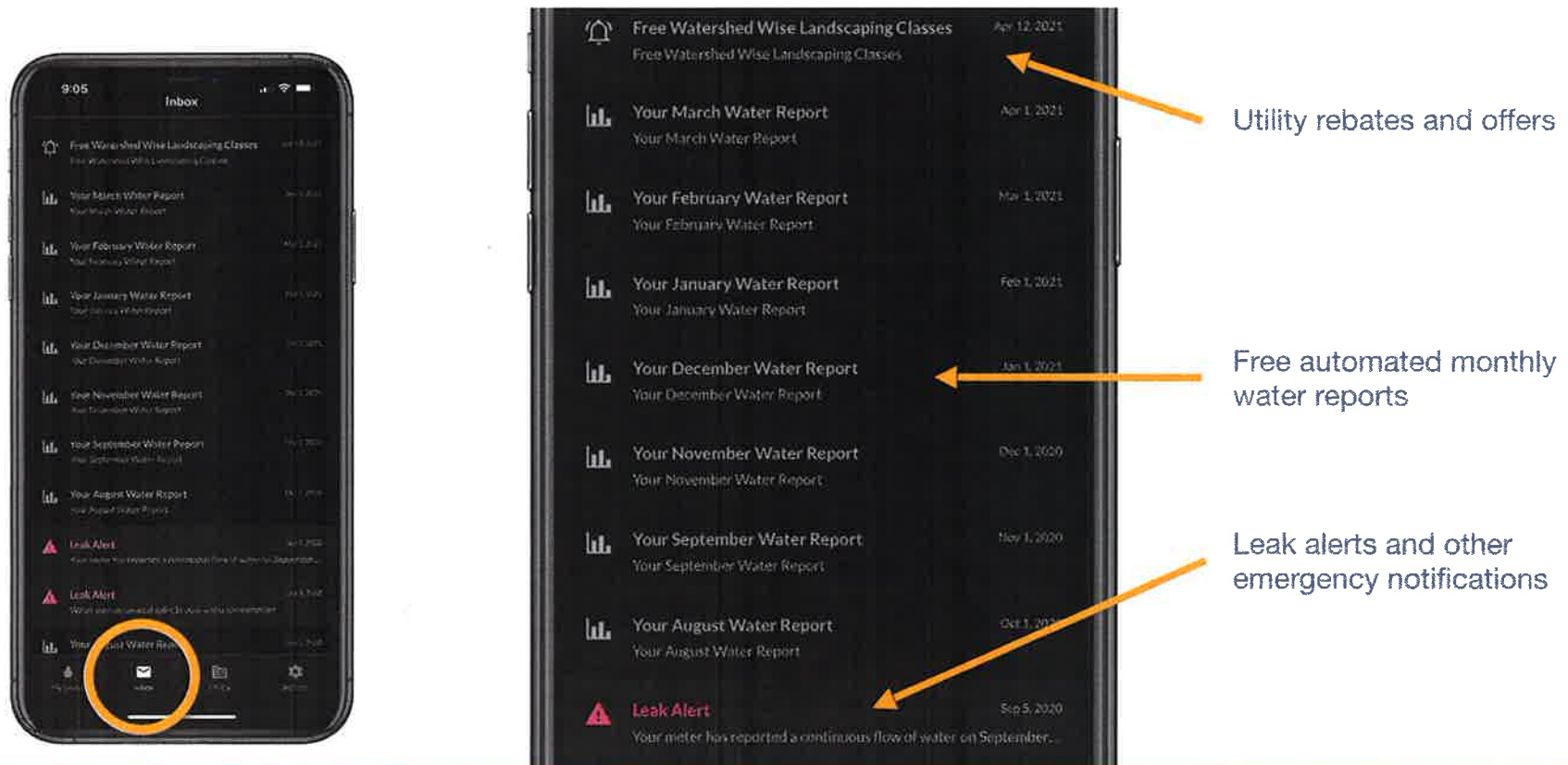


User Inbox

CUSTOMER ENGAGEMENT & SELF-SERVICE

Dropcountr HOME and BUSINESS users can store and manage all received messages and alerts in their Inbox.

Monthly water reports, rate change announcements, service outage alerts, boil water advisories, leak alerts, budget overages, and more.



Flexible Notifications

CUSTOMER ENGAGEMENT & SELF-SERVICE

Automated Notifications

Leak alerts and budget overages are sent automatically.

A free monthly water use report is also sent via email.

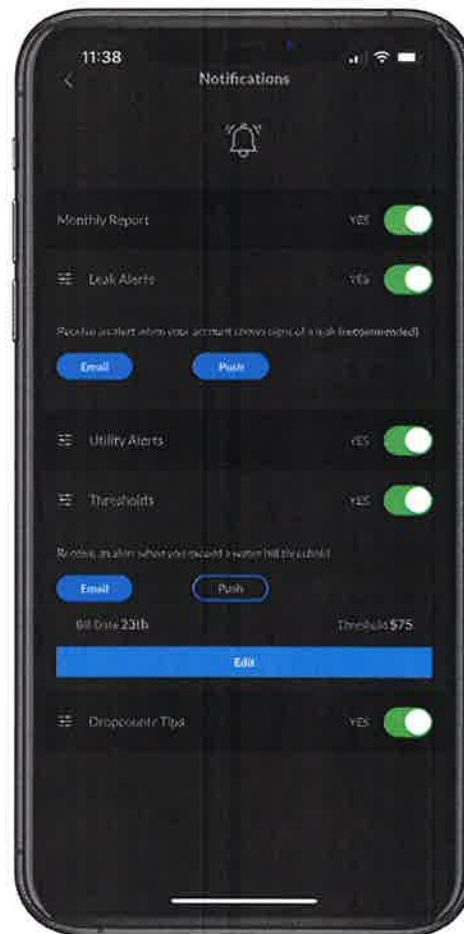
Timely Announcements

Utility staff can also send messages and notifications regarding rate changes, rebate opportunities, boil water advisories, service alerts, and more.

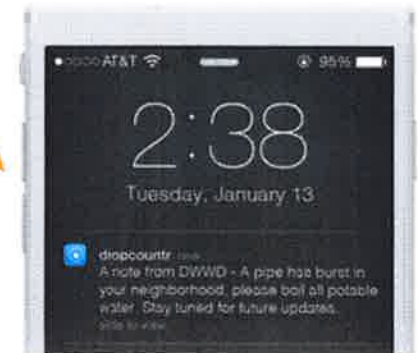
User-defined Message Preferences

Customers select how to receive messages in each category.

Choose one, or a combination of mobile push message app, email, text message.



LEAK ALERT VIA PUSH MESSAGE



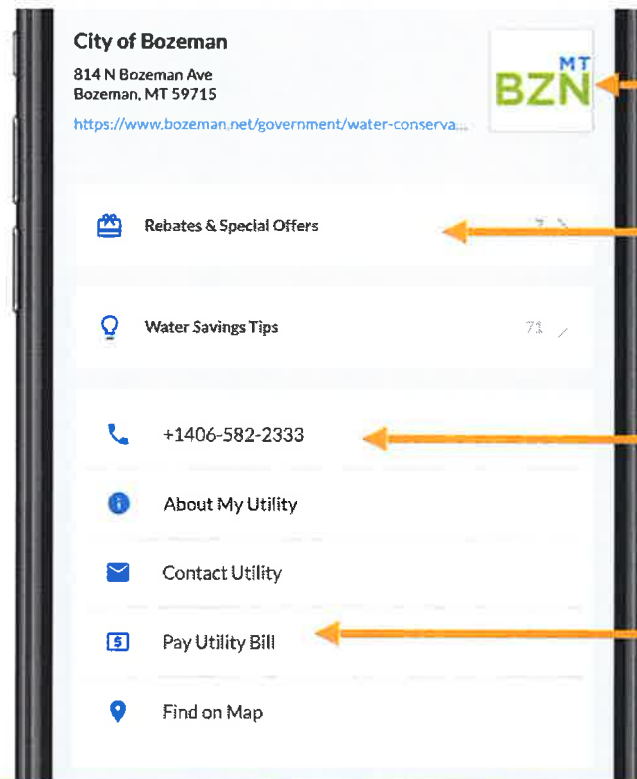
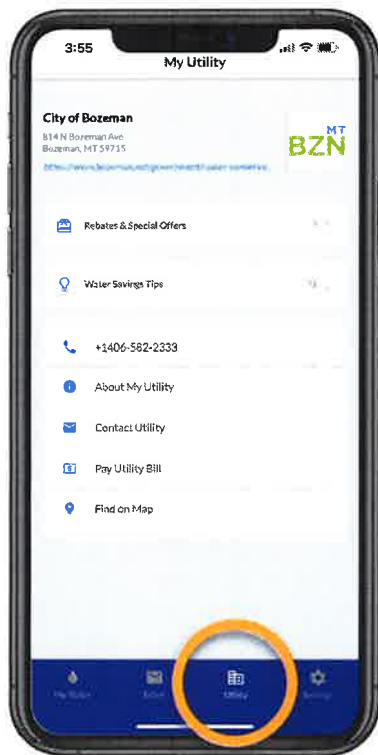
SERVICE OUTAGE NOTIFICATION

Utility Branding

CUSTOMER ENGAGEMENT & SELF-SERVICE

Dropcountr HOME and BUSINESS provide a utility-branded customer experience.

This dedicated screen provides customer access to utility contact information, one-tap connections to customer service via phone or email, while a direct link to bill payment increases electronic billing use and lowers bill delinquency rates.



Utility branding and contact info

Convenient access to curated rebates and tips

One-tap call or email for customer convenience

Increase electronic bill payment with easy access via Dropcountr

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Why Native Mobile Apps Matter

CUSTOMER ENGAGEMENT & SELF-SERVICE

Companies across all industries - banks, insurance, airlines, social media - use native mobile apps to connect with and provide information to their customers.

Today's consumer prefers the convenience and portability of a smartphone over desktop and laptop computer, and picks up their device more than 150 times each day.

Dropcountr is the only customer portal to offer a native mobile app for iOS and Android in the Apple App Store and Google Play. And our industry-leading user adoption, engagement, and conservation metrics are the result.

Why native mobile apps?

- **Familiar download:** If you've downloaded apps from Facebook, Google Maps, or your bank - you can download the Dropcountr app
- **Customer preference:** over 90% of mobile device time is spent using native apps
- **Account security:** protected by device passcode and FaceID
- **Accessibility:** information and key notifications in your pocket

What about customers without a smartphone?

Dropcountr also offers the same information and experience on the web - accessible via any web browser on a customer desktop or laptop computer.

Confused by terminology?

Other customer portals claim to have a mobile app. How can you be sure?

Check your favorite App Store - you'll find Dropcountr there, and so will your customers.



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CLEAR - Utility Staff Dashboard

CLEAR ANALYTICS & COMMUNICATION

Dropcountr CLEAR is an analytics and communication dashboard for utility staff to access and visualize customer and water use data.



Utility staff use Dropcountr CLEAR to:

- Understand customer behavior and trends
- Send targeted group and personal messaging
- Automate real time alerts for leaks and system outages
- Equip staff with powerful analytics



Christina Perez

Water Management
Specialist, Folsom, CA

"I've used Dropcountr on a daily basis for the past 3 years and found it to be a critical tool in assisting our residential and commercial customers with early leak detection and conservation goals."



Customer + Service Area Segmentation

Segment your customers and service area based on events such as boil water advisories, system outages, hydrant flushing etc.



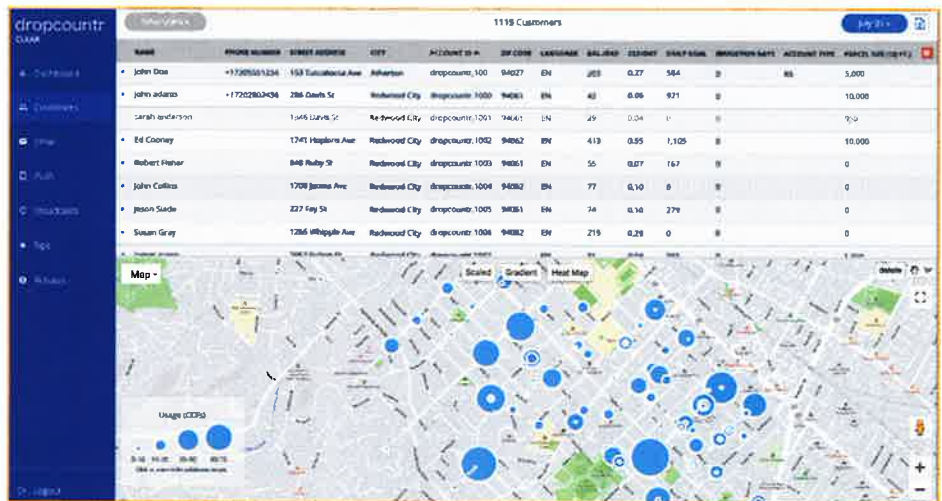
Group Messaging

Send messages to groups of customers via emails, SMS, or in-app push notifications. Monthly electronic usage reports and analytics are sent to all customers. **Email, SMS, and push notifications are part of our base services.**



Personalized Messaging

Customize your message to meet the needs of your customer. Leak alerts can be automated and customized to your needs.



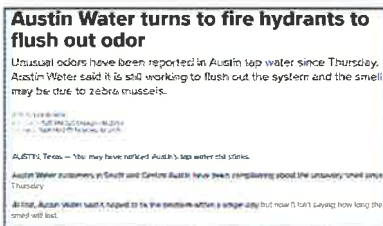
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CLEAR - Common Use Cases

CLEAR COMMUNICATION TO YOUR CUSTOMERS

Use CLEAR to communicate quickly and digitally with your customers - capturing their attention with a message on their smartphone and email.

Eliminate expensive mailers and door hangers, reduce truck rolls and staff time. Use CLEAR to message the right customers at the right time.



Hydrant Flushing

Giving customers a heads up, neighborhood-by-neighborhood, week-by-week (as opposed to hoping customers see it on the news) is a good practice in keeping residents informed and reducing customer service call volume.



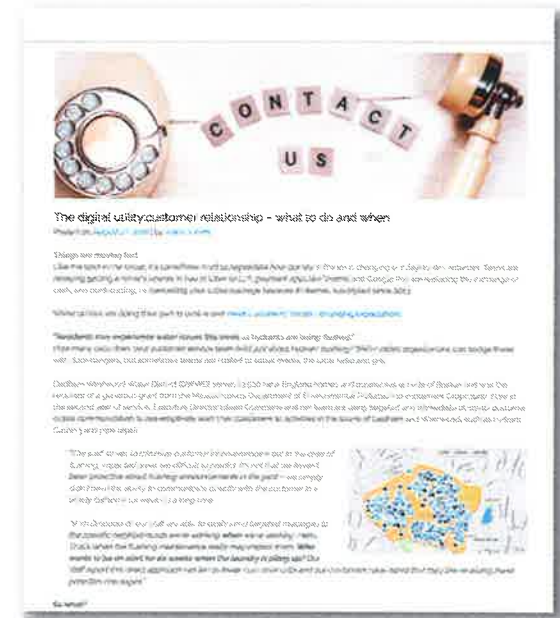
Pipe Breaks

A broken main can lead to a drop in pressure in a specific neighborhood - leading to customer service calls and complaints. Using the DRAW tool, staff can target affected customers on a map and send a message with details and contact information.



Boil Alerts

It's important to *over-communicate* in the event of a boil alert – it's not enough to hope they see the news on social media or on TV. With CLEAR, staff can send a message directly to the customer's device - letting customers know what to do, what to expect, and a timeline to be mindful of.



Hydrant Flushing

Dedham Westwood Water District, New England
Read the case study at www.bit.ly/dropdwwd

Irrigation INSIGHT

OPTIONAL MODULE

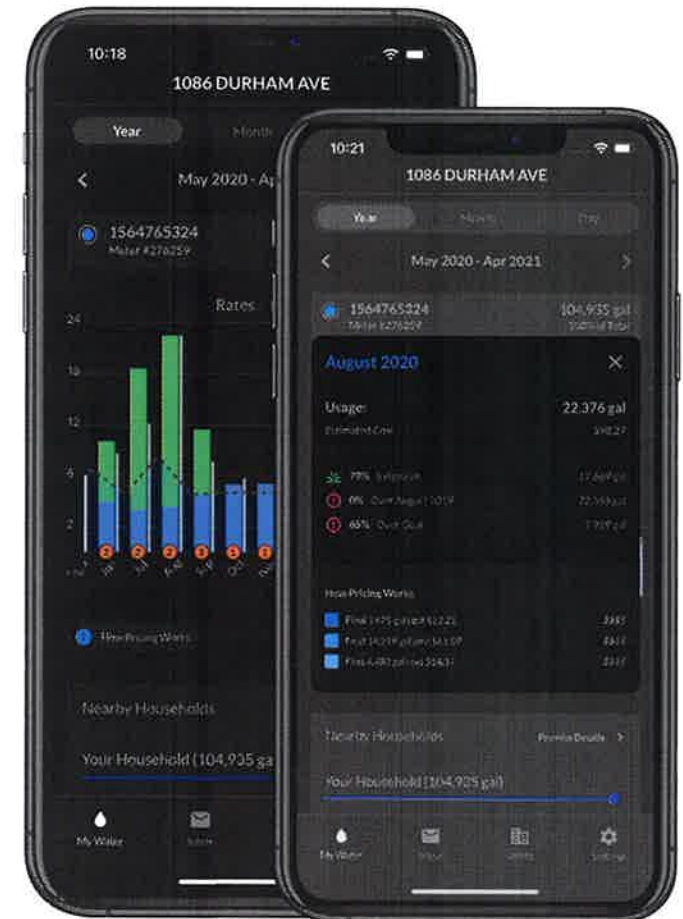
Our proprietary machine learning algorithm disaggregates irrigation water use for comparison to calculated irrigation demand for each customer account.

Features

- Machine learning identifies irrigation events and volume
- Demand function leverages local precipitation and climate data
- Rich irrigation dataset and analytics for utility staff

Benefits

- Eliminate customer blindspots on irrigation schedule and volume
- Improve customer relations and increased satisfaction
- Elevated customer Water IQ reduces service calls
- Focused and effective irrigation messaging to target customers



Track Record

CUSTOMER ENGAGEMENT & SELF-SERVICE

Since our founding in early 2013, Dropcountr has moved to bring modern tenets of technology (native mobile apps, user-centric design, cloud storage and analytics) to water utilities and their customers. Our platform and services have gained traction among large and small utilities across the U.S. and we have been fortunate to **work with progressive utilities before, during, and after their transition to AMI**. We are proud to participate in this industry and proud of our results:

- **Satisfied Utility Customers** – 88% of our end-users say that they would recommend us to others
- **Satisfied Utilities** – Increased customer satisfaction and third-party verified water savings of 9%
- **Industry Trust** – Our focused and flexible approach has resulted in some of the largest utilities in the U.S. trusting us with their customer engagement needs.



CITY OF
FOLSOM
DISTINCTIVE BY NATURE



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A KUBRA Company

Dropcountr User Reviews

APPLE APP STORE 4+ STAR RATING

X



j1852, 12/29/2020

Thank You Customer Service

Needed to switch owners of account (within same family). Contacted Customer Service and Alison addressed the issue. What was really surprising was she wanted to know if everything worked after. Wow, a company that cares about their customer. Very refreshing!

Now for the app. This is a fantastic app that alerts me to any potential water problem sooner than the few days it usually takes the local water department to notify me of a problem (specifically over a weekend). This is nice insurance for a second property that is not 100% occupied. I hope my primary living city offers this to their customers soon.

X



Raiderswill, 08/20/2020

Phenomenal App!

I love this app and the developer. It has so many data points and it helped me figure out a major leak at my house. It literally saved me \$15 a month in water fees and from a free app. Every city utility should provide this to their customers, especially with our focus on water consumption and waste. Also, when I have a question about how the program works or calculates usage, their customer service responds every time. Thank you for your product.



RickEsq, 05/04/2021

Great app

This app was a lifesaver. We have a vacation property and not always there. A couple of busted sprinklers made this app indispensable. Probably saved us hundreds of dollars.

X



aeb949, 01/13/2021

Great app for water conservation!

Love being able to track my usage and get leak alerts. I was surprised how much water I was using, especially with my sprinklers this past summer. We've been able to get our usage down thanks to using Dropcountr!

X



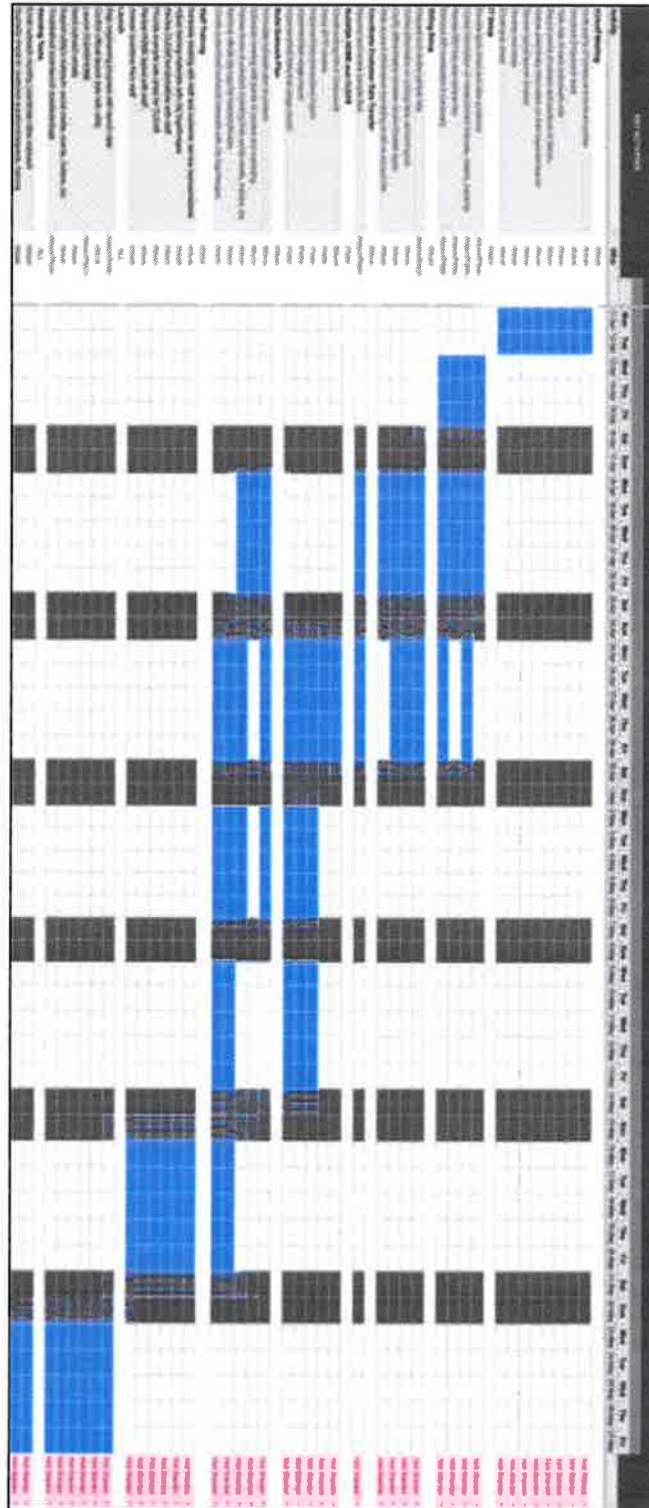
Papaversomni, 12/28/2020

Water Monitoring App

This app info was sent to me by my water company. I've set it up on my phone & it works perfectly. I can now easily monitor our water usage & compare it to the average use of my neighbors.

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Exhibit B – Sample Dropcountr Program Schedule





CITY OF NOVI CITY COUNCIL
FEBRUARY 9, 2026

SUBJECT: Enter Executive Session immediately following the regular meeting of February 9, 2026, in the Council Annex for the purpose of discussing union negotiations.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

RECOMMENDED ACTION: Enter Executive Session immediately following the regular meeting of February 9, 2026, in the Council Annex for the purpose of discussing union negotiations.



CITY OF NOVI CITY COUNCIL
FEBRUARY 9, 2026

SUBJECT: Approval of claims and warrants – Warrant 1196

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 #1196 comes before City council for approval.

RECOMMENDED ACTION: Approval of claims and warrants – Warrant 1196

CITY OF NOVI
Warrant 1196
Monday, February 9, 2026

Check	Vendor Name	Description	Amount
202128	DTE ENERGY	REMOVAL OF POLES ON LEE BEGOLE ROAD	6,853.52
202129	ARROW OFFICE SUPPLY CO	INVOICE 426318	171.85
202130	AT&T MOBILITY	ACCOUNT 830154504 INVOICE 830154504X011	300.99
202131	COMCAST BUSINESS	ACCOUNT 8529 10 205 1346764	316.80
202132	CTS/UNITEL, INC.	INVOICE CW126407	11.50
202133	FEDERAL EXPRESS CORP	INVOICE 9-138-90556	5.98
202134	INTERIOR ENVIRONMENTS	INVOICE 28658	18,952.07
202135	LIONHEART ALLIANCE, LLC	INVOICE 59037	3,967.73
202136	OAKLAND COUNTY NARCOTIC ENFORCEMENT	NET PHONE SERVICES CY2025 DECEMBER	6.77
202137	STATE OF MICHIGAN	INVOICE 551-661030	5,758.86
202138	THOMSON REUTERS - WEST	INVOICE 23267896	5,354.07
202139	VERIZON WIRELESS	ACCOUNT 242662063-00001 INVOICE 6132364	293.31
202140	WEST MICHIGAN ENFORCEMENT TEAM	REIMBURSE AT&T FIRST NET WIRELESS SERVICE	4,170.78
202141	ALLIANCE HEALTH AND LIFE	EMPLOYEE INSURANCE	2,960.00
202142	HEALTH ALLIANCE PLAN	EMPLOYEE INSURANCE	2,083.33
202143	ARROW OFFICE SUPPLY CO	INVOICE 426666	91.42
202144	AT&T	ACCOUNT 248 356-6512 512 6	192.96
202145	BAY AREA NARCOTICS ENFORCEMENT TEAM	OVERTIME DECEMBER LOCAL OFFICERS	1,592.59
202146	CITY OF ST CLAIR SHORES	INVOICE COMET 25-SEPTEMBER	2,079.49
202147	COMCAST BUSINESS	ACCOUNT 8529 10 249 0033015	433.40
202148	LAWNET-MICHIGAN DEPT OF STATE	OVERTIME 2025	287.56
202149	MACOMB COUNTY SHERIFF'S OFFICE	INVOICE COMET NOVEMBER	603.54
202150	MONTROSE CHARTER TOWNSHIP	OVERTIME OCTOBER 2025 MSP FANG OFFICERS	5,291.17
202151	OAKLAND COUNTY NARCOTIC ENFORCEMENT	2025 NET OT	10,044.70
202152	OAKLAND COUNTY TREASURERS	INVOICE CI070435	1,096.75
202153	SOUTHWEST ENFORCEMENT TEAM	OVERTIME OCTOBER 2025	1,587.93
202154	STATE OF MICHIGAN	INVOICE 551-669973	1,372.57
202155	WEST MICHIGAN ENFORCEMENT TEAM	OVERTIME NOVEMBER 2025	4,277.46
202156	A AND R PLUMBING LLC	BUILDING MAINTENANCE	853.16
202157	ACCUFORM PRINTING & GRAPHICS INC	PRINTING AND PUBLISHING	209.70
202158	AEA INVESTMENTS, LLC	2025 WIN TAX REFUND 50-22-24-451-194	32.90
202159	AECOM GREAT LAKES, INC	PROFESSIONAL SERVICES	21,169.45
202160	AIRGAS USA, LLC	OPERATING SUPPLIES	844.99
202161	AIS CONSTRUCTION EQUIPMENT CORP	VEHICLE MAINTENANCE	160.50
202162	ALLIANCE HEALTH AND LIFE	EMPLOYEE INSURANCE	19,440.00
202163	ALLIED BUILDING SERVICE COMPANY	BUILDING MAINTENANCE	3,613.52
202164	ALPHA KAPPA ALPHA SORORITY	REFUND PARKS	150.00
202165	ALTECH DOORS LLC	BUILDING MAINTENANCE	601.76
202166	AMAL S. MASANNAT	2025 WIN TAX REFUND 50-22-02-200-043	137.64
202167	AMAZON	LIBRARY BOOKS	2,046.27
202168	AMBIA ENERGY LLC	BLDG. PAYMENT REFUND (ESCROW)	265.00
202169	AMERICAN GENERATORS SALES AND	BUILDING MAINTENANCE	365.00
202170	AMERICAN HEART ASSOCIATION INC.	CONFERENCE	1,405.75
202171	APPLIED INNOVATION	INTERNAL TECHNOLOGY	8.52
202172	ARROWHEAD FORENSICS	OPERATING SUPPLIES	490.62
202173	BARNHILL III, JOHN H.	YOUTH BASKETBALL	420.00
202174	BAUDVILLE	EMPLOYEE RECOGNITION	100.14
202175	BELL, DEVLIN	YOUTH BASKETBALL	210.00
202176	BELLE TIRE	VEHICLE MAINTENANCE	1,189.95
202177	BERMAN, COLLEEN	WITNESS	9.63
202178	BESK, DANIEL	YOUTH BASKETBALL	420.00
202179	BEST EQUIPMENT CO., INC	VEHICLE MAINTENANCE	1,357.17
202180	BEYER, TODD A.	TENNIS	3,719.80
202181	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	651.87
202182	BRIEN'S SERVICES INC	GROUNDS MAINTENANCE	4,017.00
202183	BRODART CO.	LIBRARY BOOKS	9,940.52
202184	BS & A SOFTWARE, INC.	INTERNAL TECHNOLOGY	23,954.00
202185	CANON FINANCIAL SERVICES INC	EQUIPMENT RENTAL/LEASE	4,496.20

202186	CAPITAL TIRE INC	VEHICLE MAINTENANCE	1,931.00
202187	CAUCHI, PATRICIA	PETTY CASH	45.89
202188	CBTS LLC	INTERNAL TECHNOLOGY	1,118.75
202189	CHRISTENSEN, BEN	LIBRARY PROGRAMMING	300.00
202190	CINTAS CORP	SUPPLIES UNIFORMS	1,889.11
202191	COLLABORATIVE SUMMER LIBRARY PROGRA	COMMUNITY PROMOTION	845.24
202192	CONSTANTINE, TOM	PER DIEM MICHIGAN ROAD SCHOLAR CONFERENCE	98.00
202193	COPELAND, ANDY	PER DIEM MFIS WINTER EDUCATION CONFERENCE	62.00
202194	COVERT MOBILE VETERINARY CARE	OPERATING SUPPLIES	346.00
202195	CRANDALL-WORTHINGTON INC	COMMUNITY CENTER	1,706.50
202196	DAVIS, KENTAVEA	WITNESS	11.22
202197	DECENSO, EMANUELA	MILEAGE REIMBURSEMENT	40.30
202198	DEMCO INC.	OPERATING SUPPLIES	19.98
202199	DETROIT SALT COMPANY LLC	WINTER MAINTENANCE	108,554.15
202200	DIGICERT, INC	INTERNAL TECHNOLOGY	27.82
202201	DOBSON, MICHAEL JAMES	YOUTH BASKETBALL	168.00
202202	DOELKER, CHERYL	2025 WIN TAX REFUND 50-22-35-177-008	90.00
202203	EBY SERVICES LLC	BLDG. PAYMENT REFUND (ESCROW)	56.00
202204	ELITE TRAUMA CLEAN-UP, INC.	RUBBISH	67.00
202205	ELLSWORTH INDUSTRIES INC.	ROUTINE MAINTENANCE	2,458.58
202206	FELDMAN CHEVROLET OF NOVI	VEHICLE MAINTENANCE	4,851.81
202207	FIRE SYSTEMS OF MICHIGAN	BUILDING MAINTENANCE	392.15
202208	FIREFIGHTER SAFE, LLC	SUPPLIES	570.00
202209	FITNESS THINGS INC	OPERATING SUPPLIES FITNESS	360.00
202210	FLEETPRIDE INC.	VEHICLE MAINTENANCE	41.37
202211	GALE/CENGAGE LEARNING	LIBRARY BOOKS	543.81
202212	GARBER, DEAN	YOUTH BASKETBALL	80.00
202213	GARY'S CATERING INC	SUPPLIES PRISONER MEALS/LINEN	211.25
202214	GDI SERVICES INC	JANITORIAL CONTRACTS	450.00
202215	GRAINGER INC, W W	VEHICLE MAINTENANCE	116.16
202216	GRAY, SCOTT	YOUTH VOLLEYBALL	160.00
202217	GREAT LAKES ACE	OPERATING SUPPLIES	63.93
202218	GREAT LAKES POWER & LIGHTING INC.	PARK BUILDING MAINTENANCE	1,196.70
202219	GREAT LAKES WATER AUTHORITY	HSP CHARGES	844,499.67
202220	GUNNERS METERS & PARTS, INC.	WATER LINE MAINTENANCE	768.00
202221	HANS AUTO ELECTRIC	VEHICLE MAINTENANCE	310.00
202222	HANUMOLU, KUTUMBA RAO	2025 SUM TAX REFUND 50-22-20-376-049	11,256.62
202223	HANYANG XUE	REFUND PARKS	24.00
202224	HARRIMAN HEATING INC	BLDG. PAYMENT REFUND (ESCROW)	25.00
202225	HEADSETS DIRECT, INC	RADIO MAINTENANCE	2,659.20
202226	HEALTH ALLIANCE PLAN	EMPLOYEE INSURANCE	27,739.75
202227	HESTER II, MARC	WITNESS	12.24
202228	HL LAWN SERVICES	WINTER MAINTENANCE	37,097.55
202229	HOME DEPOT	GROUNDS MAINTENANCE	223.52
202230	HOME DEPOT CREDIT SERVICES	PARK BUILDING MAINTENANCE	2,168.26
202231	HYDRO-CHEM SYSTEMS, INC.	VEHICLE MAINTENANCE	18.73
202232	IN THE MITTEN PRODUCTIONS	THEATRE PROGRAMS	24,681.60
202233	INTERNATIONAL CODE COUNCIL INC.	MEMBERSHIPS	310.00
202234	INTRADO LIFE & SAFETY, INC	TELEPHONE MAINTENANCE	440.19
202235	JASON A MEIER PLC	MCOLES CPE GRANT	2,000.00
202236	JOHNSON, DAVION	YOUTH BASKETBALL	210.00
202237	JONES II, GERALD R.	YOUTH BASKETBALL	420.00
202238	KIESLER'S POLICE SUPPLY, INC.	6 RIFLES (QUOTE Q161624)	4,305.60
202239	KIMBALL MIDWEST	OPERATING SUPPLIES	1,594.01
202240	KNIGHT WATCH INC	COMPUTER SUPPLIES	210.00
202241	KORANGATH, DIVYA DAS	ART EXHIBITS	299.67
202242	LAMEW, CHLOE	WITNESS	12.09
202243	LAPOINTE, ERNEST RICHARD	YOUTH BASKETBALL	126.00
202244	LETVIN, SAMANTHA	WITNESS	37.61
202245	LIBERTY, MARVIN	YOUTH BASKETBALL	210.00
202246	LIBRARY IDEAS LLC	AUDIO VISUAL MATERIALS	243.56
202247	LIBRARY NETWORK, THE	TLN AUTOMATION SERVICES	1,985.25
202248	LIGGONS, RODNEY	LIBRARY PROGRAMMING	400.00
202249	M-2 AUTO PARTS, INC.	VEHICLE MAINTENANCE	390.60
202250	MACALLISTER MACHINERY COMPANY INC	BLDG. BOND REFUND (ESCROW)	1,600.00
202251	MACNLOW ASSOCIATES	EDUCATION AND TRAINING	450.00

202252	MARK'S OUTDOOR POWER EQUIPMENT	EQUIPMENT MAINTENANCE	1,262.75
202253	MC AULIFFE, MICHAEL	YOUTH BASKETBALL	210.00
202254	MEDLINE INDUSTRIES, LP	MEDICAL SUPPLIES	980.80
202255	MES SERVICE COMPANY LLC	OPERATING SUPPLIES	923.72
202256	METRO SEWER CLEANERS INC	BUILDING MAINTENANCE	1,695.00
202257	MICHIGAN CAT	VEHICLE MAINTENANCE	6.45
202258	MICHIGAN MUNICIPAL EXECUTIVES	CONFERENCE	10.00
202259	MIDWEST COLLABORATIVE FOR LIBRARY	ELECTRONIC RESOURCES	5,859.57
202260	MIDWEST TAPE, LLC	AUDIO VISUAL MATERIALS	985.38
202261	MISSION COMMUNICATIONS, LLC	SEWER LINE MAINTENANCE	261.00
202262	MOTOROLA SOLUTIONS INC	EMERGENCY COMMUNICATION SERVICE	7,650.00
202263	MURPHY, TERRENCE	OLDER ADULTS SPECIAL EVENTS	200.00
202264	NADLAN 56 LLC	BLDG. BOND REFUND (ESCROW)	3,600.00
202265	NATIONAL TIME & SIGNAL	BUILDING MAINTENANCE	360.00
202266	NOVI COMMUNITY SCHOOLS	THEATRE PROGRAMS	2,823.00
202267	NOVI, CITY OF	CITY'S SHARE OF FEES COLLECTED	1,373.73
202268	NUNN-BERRY, SHERRIE V.	LIBRARY PROGRAMMING	300.00
202269	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	984.69
202270	OAKLAND COMMUNITY COLLEGE	EDUCATION AND TRAINING	750.00
202271	OAKLAND COUNTY BUILDING OFFICIALS	MEMBERSHIPS	900.00
202272	OAKLAND COUNTY REGISTER OF DEEDS	21565 BECK WSE	30.00
202273	OAKLAND COUNTY REGISTER OF DEEDS	TRANSFER TAX - WSE	55.90
202274	OAKLAND COUNTY REGISTER OF DEEDS	WARRANTY DEED - ANDELINA RIDGE	35.00
202275	OAKLAND COUNTY REGISTER OF DEEDS	ANDELINA RIDGE WARRANTY DEED 2	35.00
202276	OAKLAND COUNTY REGISTER OF DEEDS	HIGHWAY EASEMENT W/ TRANSFER TAX	275.10
202277	OAKLAND COUNTY REGISTER OF DEEDS	GRADING EASEMENT TRANSFER TAX	42.90
202278	OAKLAND COUNTY REGISTER OF DEEDS	ARCHIVE AGREEMENT TEMP CONNECTION TO SEWER	30.00
202279	OAKLAND COUNTY REGISTER OF DEEDS	REJECTED WARRANTY DEED 2021	35.00
202280	OAKLAND COUNTY REGISTER OF DEEDS	SIDEWALK EASEMENT - ARCHAIC	30.00
202281	OAKLAND COUNTY REGISTER OF DEEDS	PRIMROSE WSE	30.00
202282	OAKLAND COUNTY REGISTER OF DEEDS	PRIMROSE EMERGENCY ACCESS EASEMENT 1	30.00
202283	OAKLAND COUNTY REGISTER OF DEEDS	EMERGENCY ACCESS EASEMENT	30.00
202284	OAKLAND COUNTY REGISTER OF DEEDS	LICENSE AGREEMENT PRIMROSE	30.00
202285	OAKLAND COUNTY REGISTER OF DEEDS	BECK ROAD RECONSTRUCTION WARRANTY DEED	180.40
202286	OAKLAND COUNTY TREASURER	TRAILER TAX	18,725.00
202287	OAKLAND COUNTY TREASURERS	ANNUAL CLEMIS FEES 2025-26	22,686.68
202288	OAKLAND COUNTY WATER RESOURCES	SEWAGE TREATMENT COSTS	690,426.48
202289	OCCUPATIONAL HEALTH CENTERS OF	MEDICAL SERVICE	214.00
202290	ODEH, FRANK	YOUTH BASKETBALL	160.00
202291	ODP BUSINESS SOLUTIONS, LLC	OPERATING SUPPLIES	370.28
202292	ORCHARD, HILTZ & MC CLIMENT	PROFESSIONAL SERVICES	53,188.51
202293	ORKIN	BUILDING MAINTENANCE	978.09
202294	OTIS ELEVATOR COMPANY	BUILDING MAINTENANCE	1,717.59
202295	OVERDRIVE, INC.	ELECTRONIC MEDIA	9,626.43
202296	PARAGON LABORATORIES, INC.	MANDATORY EPA WATER TESTING	348.00
202297	PERFECT CLEANERS OF DETROIT, INC	2025-26 UNIFORM CLEANING	1,045.50
202298	PRECISE MRM LLC	INTERNAL TECHNOLOGY ASSESSING	3,542.00
202299	QUILL CORPORATION	COMPUTER SUPPLIES	320.00
202300	RKA PETROLEUM COS., INC	GASOLINE AND OIL	35,635.67
202301	ROAD COMMISSION FOR OAKLAND COUNTY	TRAFFIC SERVICES	6,643.21
202302	ROBINSON, ALLEN	YOUTH BASKETBALL	84.00
202303	ROCHON, RYAN	WITNESS	31.20
202304 - 202306	ROSATI, SCHULTZ, JOPPICH	LEGAL FEES	19,121.20
202307	RUGGIRELLO, CHARLES	YOUTH BASKETBALL	462.00
202308	SALTY JAKES LLC	VEHICLE MAINTENANCE	495.50
202309	SAM'S CLUB DIRECT	LIBRARY PROGRAMMING	94.26
202310	SATYAPRIYA DAS	UB REFUND 51224 LUKE LANE	662.33
202311	SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES	399.11
202312 - 202316	SPALDING DE DECKER	PROFESSIONAL SERVICES	66,987.70
202317	SPARC ARENA LLC	PICKLEBALL LEAGUE	3,060.00
202318	SPARTAN DISTRIBUTORS	LAWN MOWER MAINTENANCE	785.49
202319	STATE OF MICHIGAN	COST SHARE: NINE MILE REHABILITATION ROAD	790,609.76
202320	SUNBELT RENTALS INC	EQUIPMENT RENTAL/LEASE	789.90
202321	SUPERIOR INVASIVE PLANTS SOLUTIONS	INVASIVE SPECIES REMOVAL	2,310.00
202322	SYSTEMP CORPORATION	BUILDING MAINTENANCE	2,992.50
202323	SZELAP, CHRISTINE E. HEFFERNAN	KARATE	3,291.75

202324	T & M ASPHALT PAVING INC	BLDG. BOND REFUND (ESCROW)	500.00
202325	T-MOBILE USA, INC.	OPERATING SUPPLIES	50.00
202326	TOKIO MARINE HCC - PUBLIC RISK GRP	INSURANCE DEDUCTIBLES	50,000.00
202327	TRAVELERS	INSURANCE DEDUCTIBLES	9,293.21
202328	TRI-COUNTY INTERNATIONAL	VEHICLE MAINTENANCE	221.09
202329	TRUCK & TRAILER SPECIALTIES, INC.	OPERATING SUPPLIES	713.28
202330	VARIPRO	PROFESSIONAL SERVICES	6,926.33
202331	VOSS LIGHTING	BUILDING MAINTENANCE	1,063.00
202332	WASHTENAW COMMUNITY COLLEGE	EDUCATION AND TRAINING	11,902.50
202333	WEINGARTZ SUPPLY CO INC	EQUIPMENT MAINTENANCE	352.82
202334	WIXOM COLLISION	VEHICLE MAINTENANCE	2,444.04
202335	WORLDVIEW TECHNOLOGIES GROUP	BUILDING MAINTENANCE	1,950.00

GRAND TOTAL

\$ 3,133,267.40

GENERAL FUND	101	270,595.60
MAJOR STREET FUND	202	869,737.54
LOCAL STREET FUND	203	33,243.85
MUNICIPAL STREET FUND	204	67,086.11
PARKS, REC & CULTURAL SVCS FUND	208	51,571.18
DRAIN FUND	211	6,975.00
TREE FUND	213	2,310.00
FORFEITURE FUND	262	346.00
LIBRARY FUND	271	44,104.39
PUBLIC SAFETY BUILDING FUND	464	57,590.03
WATER AND SEWER FUND	592	1,548,307.86
SELF INSURANCE - HEALTH CARE FUND	677	22,400.00
AGENCY FUND	701	79,220.43
CURRENT TAX COLLECTION FUND	703	11,517.16
MI HIDTA	725	68,262.25

GRAND TOTAL

\$ 3,133,267.40