



CITY COUNCIL AGENDA

CITY OF NOVI
Regular City Council Meeting

July 13, 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

Priority Waste - Sam Caramagno

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 purchase of an Automatic Vehicle Location (AVL) System through Samsara Inc via the Sourcewell cooperative purchasing contract for a three-year term of \$134,439.
2. Approval of the **FIRST READING** of Text Amendment 18.307 to comprehensively revise the Landscape Ordinance and the Landscape Design Manual.
3. Approval of resolution to authorize Budget Amendment #2027-1

4. Approval of Proposed Water & Sewer Rate Resolutions for 2026-2027

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. Long-Range Strategic Planning Committee - Mayor Pro Tem Casey
2. Public Utilities and Technology Committee - Councilmember Gurumurthy

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:
June 22, 2026 - Regular Meeting
- B. Approval of resolution recognizing Feline Fund as a nonprofit organization operating in the City of Novi for the purpose of obtaining a charitable gaming license from the State of Michigan.
- C. Approval of amendments to the contracts for the City Manager, City Clerk, and City Assessor as prepared and approved as to form by the City Attorney.
- D. Approval of Acceptance of Department of Public Works (DPW) Asset Management Policy for American Public Works Association (APWA) Accreditation
- E. Approval of an Agreement between the City of Novi and the City of Northville for an emergency connection to public water in order to provide a secondary source of water at Taft Road.
- F. Approval of a warranty deed to dedicate 60 feet of half-width right-of-way along the south side of Thirteen Mile Road from Novara Properties, LLC as part of the Fresh Smart development (parcel 50-22-11-126-004).
- G. Approval to amend the Water Service Connections contract with Murphy Pipeline Contractors, the City's water service installation contractor, to adjust unit costs to reflect an increase in material costs.

- [H.](#) Approval of Resolution Declaring Necessity and Tentative Intent to Proceed with Project and Setting Public Hearing for Main Street Area Streetlighting and Streetscape (Resolution No. 2)
- [L.](#) Approval of claims and warrants – Warrant 1205

ADJOURNMENT

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

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



CITY OF NOVI CITY COUNCIL
JULY 13, 2026

SUBJECT: Consideration of the purchase of an Automatic Vehicle Location (AVL) System through Samsara Inc via the Sourcewell cooperative purchasing contract for a three-year term of \$134,439.

SUBMITTING DEPARTMENT: Department of Public Works- Fleet Division

KEY HIGHLIGHTS:

- The proposed expenditure supports the vehicle location devices on all City vehicles.
- The new dash cameras added to the 16 heavy-duty trucks in the snow fleet will result in a total annual increase of \$1,309.40 when compared to our current vendor.
- The installation of GPS and camera equipment on DPW vehicles is planned for completion by the end of October, so DPW can start leveraging the technology this winter.

FINANCIAL IMPACT

	FY 26/27	FY 27/28	FY 28/29	Total
EXPENDITURE REQUIRED	\$ 45,708.26	\$ 44,365.40	\$ 44,365.40	\$ 134,439.06
BUDGET				
General Fund (134 vehicles)	\$ 40,546.84	\$ 39,203.98	\$ 39,203.98	\$ 118,954.80
PRCS Fund (2 vehicles)	\$ 469.22	\$ 469.22	\$ 469.22	\$ 1,407.66
Water & Sewer Fund (20 vehicles)	\$ 4,692.20	\$ 4,692.20	\$ 4,692.20	\$ 14,076.60
APPROPRIATION REQUIRED	\$ 0	\$ 0	\$ 0	\$ 0
FUND BALANCE IMPACT	\$ 0	\$ 0	\$ 0	\$ 0
Year 1 costs are higher because it includes shipping the hardware costs.				

BACKGROUND INFORMATION:

Since 2008, the City has used an Automatic Vehicle Location (AVL) system in all city vehicles, which provides real-time location mapping. Beyond being an asset risk management tool, the AVL system is valuable during winter maintenance events to see where trucks are and which routes have been completed. Additionally, the Police Department utilizes the AVL system for historical patrol records.

Our current vendor, Precise, has experienced delays in uploading route completions during winter weather events, hindering the supervisor's ability to manage drivers' routes in real time. The DPW-Field Operations Division initiated an evaluation of AVL vendors to determine which would best provide operational enhancements. Samsara stood out as several Michigan road commissions and neighboring municipalities have transitioned to their platform.

With Samsara, we are requesting that the 16 heavy-duty trucks in the snow fleet be equipped with outward-facing cameras. These cameras allow the winter event supervisors to see live weather conditions and can be used to enhance operator training. The DPW-Field Operations Division has demoed this equipment over the past weather season and found it to be beneficial to operations. The additional monthly cost per truck for camera capabilities is \$29. The savings from the light-duty vehicle costs would offset the increased costs for the enhanced heavy-duty snow fleet. The new dash cameras added to the 16 heavy-duty trucks in the snow fleet will result in a total annual increase of \$1,309.40 when compared to our current vendor.

The installation of GPS and camera equipment on DPW vehicles is planned to be completed by the end of October, so DPW can start leveraging the technology this winter.

RECOMMENDED ACTION: Approval to purchase an Automatic Vehicle Location (AVL) System with Samsara through the Sourcwell cooperative purchasing contract. The three-year contract amount is \$134,439.06.

Quote #: Q-2694023

Sourcewell Contract #: 102924-SAM

Issued Date: 06-11-2026

Expires 07-17-2026

Order Number: S-2700304

Payment Information:

Payment Method: Check/Wire

Payment Terms: Net 30

Payment Frequency: Direct Annual

Estimated Ship Date: 06-12-2026

Prepared For:

City Of Novi
26300 Lee BeGole Drive
Novi,
Michigan
48375

Prepared By:

Hunter Spangler
hunter.spangler@samsara.com

Cost Overview

License Term: 36 Months

Total License Cost over 36 Months	USD \$133,096.20
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Hardware and Accessories	Included
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Shipping and Handling*	USD \$1,342.86
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Total Sales Tax*	USD \$0.00
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Total Contract Value ¹	\$134,439.06
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First Invoice ¹	\$45,708.26
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Recurring Invoice ²	\$44,365.40
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¹Estimated value, actual invoice amount may change based on product fulfillment date, includes estimated sales tax

²Amount displayed is for products purchased in this order only, includes estimated sales tax

*If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change

*Sales tax subject to change: If Sales tax is "Pending" - Final amount will be provided prior to payment

3% fee only applies to US - (CAD, MX, EMEA are exempt)

Product Overview

SHIP TO Matt Wiktorowski
26300 Lee Begole Dr
Novi, Michigan, 48375-1247
United States

Hardware & Accessories	Net Unit Price	Total Price
CARB Executive Order Sticker and Instruction Insert	Included	Included
ACC-VG-ASTKR• QTY: 150		
VG5x Aux Cable	Included	Included
CBL-VG-CAUX• QTY: 140		
Vehicle IoT Gateway, model VG55	Included	Included
HW-VG55-NA• QTY: 140		
Enhanced VG Series OBDII J1962 L-mount cable for Ram Promaster and similar	Included	Included
CBL-VG-COBDII-Y2• QTY: 140		
CARB Executive Order Sticker and Instruction Insert	Included	Included
ACC-VG-ASTKR• QTY: 24		
Vehicle IoT Gateway, model VG55	Included	Included
HW-VG55-NA• QTY: 16		
Enhanced VG Series J1939 or J1708 (9-pin)	Included	Included
CBL-VG-CJ1939• QTY: 16		
Forward-facing dash-camera, Series 4	Included	Included
HW-CM33• QTY: 16		
Enhanced VG Series J1939 or J1708 (9-pin)	Included	Included
CBL-VG-CJ1939• QTY: 10		
Enhanced VG Series OBDII J1962 L-mount cable for Ram Promaster and similar	Included	Included
CBL-VG-COBDII-Y2• QTY: 8		
Enhanced VG series 1226 cable	Included	Included
CBL-VG-CRP1226• QTY: 6		

SHIP TO Matt Wiktorowski
26300 Lee Begole Dr
Novi, Michigan, 48375-1247
United States

Hardware & Accessories

Net Unit Price

Total Price

Total Price:

Included

Licenses	Annual Unit Price	Total Annual Price
Telematics Premier Public Sector LIC-VG-PREMIER-PS• QTY: 140	\$234.61	\$32,845.40
Safety Premier (Single Camera) LIC-CM-S-PREMIER• QTY: 16	\$348.00	\$5,568.00
Live Streaming LIC-CM-STRM• QTY: 16	\$0.00	\$0.00
Telematics Enterprise LIC-VG-ENTERPRISE• QTY: 16	\$372.00	\$5,952.00
Total Price:		\$44,365.40

Billing Details:**Bill To:**

City Of Novi
26300 Lee BeGole Drive
Novi, Michigan, 48375

Billing Contact::

Name: Megan Mikus
Title:Deputy Director of Public Works
Billing Email: mmikus@cityofnovi.org
Phone Number: 2487355640

Does your organization require a purchase order (PO) in order to process payment to vendors?

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

Thank you for considering Samsara

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships.

Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term

for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support And Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor,

shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

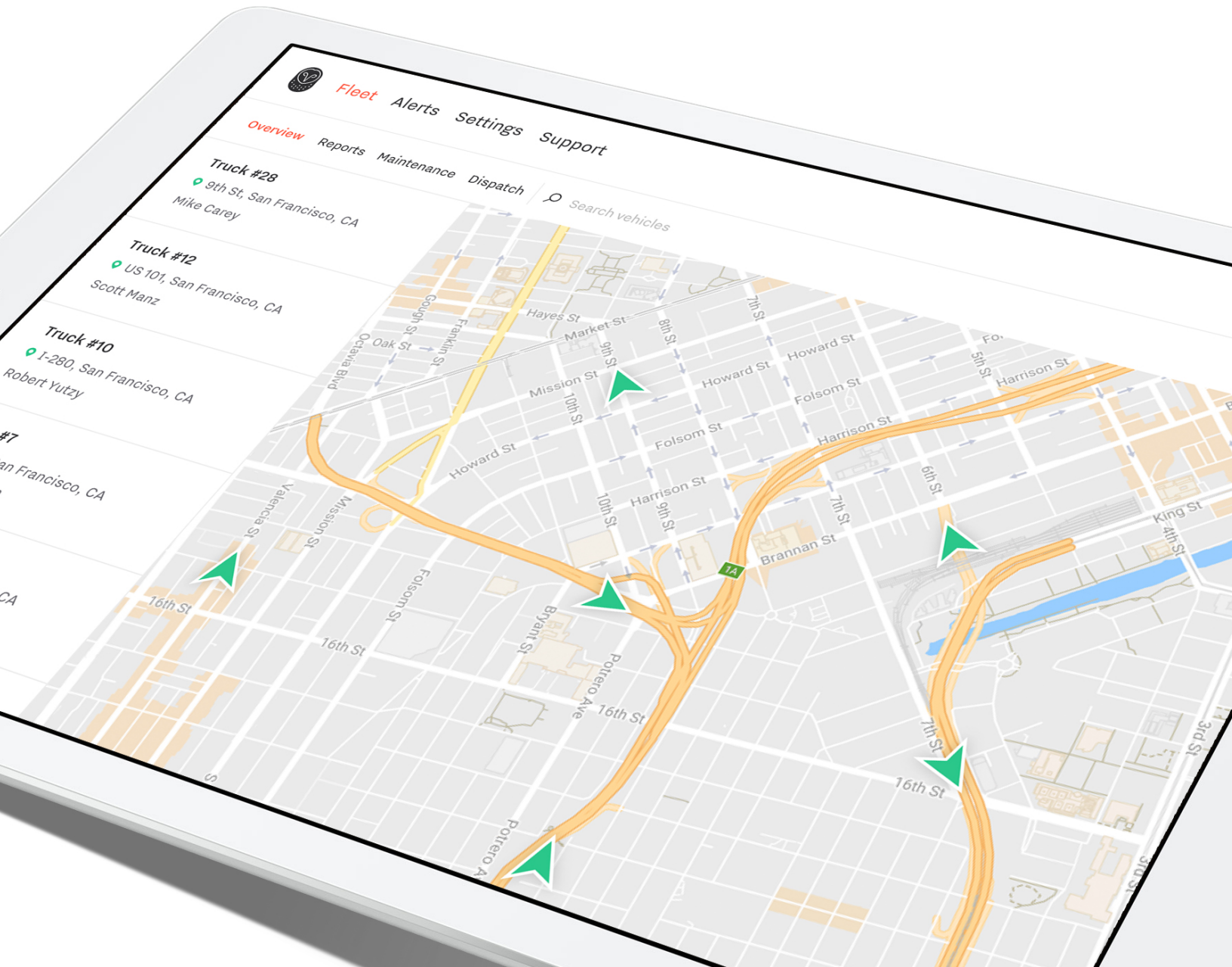
Signature

Print Name:

Date:

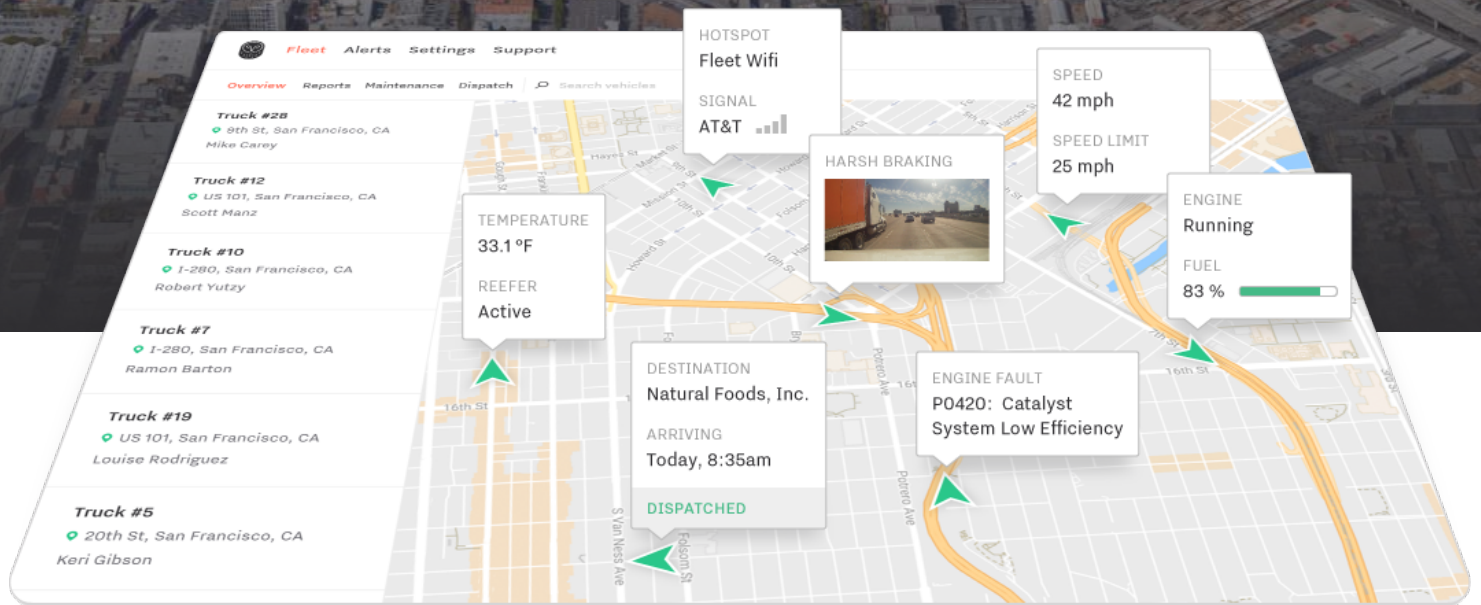
Samsara for Fleets

SOLUTION OVERVIEW



A New Generation of Fleet Tracking

REAL-TIME | PLUG & PLAY | FULLY INTEGRATED



Visibility, compliance,
safety and maintenance
tools - in one solution

Purpose-built to
streamline operations
and increase ROI

A modern, fully-
integrated system that
is easy to use

See demo at samsara.com/fleet

A New Data Platform For Fleets

Samsara is an Internet of Things company that offers a new generation of technology for fleets. Samsara enables operators to gain complete visibility from sensors and GPS, dash cam video, e-logs, and more — all in one integrated, easy-to-use, affordable system.

A Solution For Safety, Efficiency, Compliance & Customer Service

Customers trust Samsara's technology to drive business outcomes. With Samsara, fleet operators prevent accidents, save fuel, increase labor efficiency, simplify compliance, and deliver a higher level of service to their customers.

Serving Fleets Across Industries

- Food & Beverage
- Distribution & Freight
- Energy & Utilities
- Manufacturing
- Passenger Transit
- Government
- Field Services
- Construction
- Education

Trusted by Organizations of All Sizes

“Samsara provides all the capabilities that trucking companies need with the most competitive value on the market.”

— Bruce Donovan, General Manager, Neco Transport

“Samsara is a must-have for any transportation department.”

— Gus Rodriguez, Director of Transportation, Comal ISD

“With Samsara, we know how our fleet is functioning, and use that information to improve operations.”

— Tony Jones, Fleet Manager, City of Cocoa



Solutions for Light Duty, Heavy Duty, and Specialized Fleets



VG series

GPS Gateways
with WiFi Hotspot



EM series

Wireless Temperature
Monitors



CM series

High Definition
Cameras

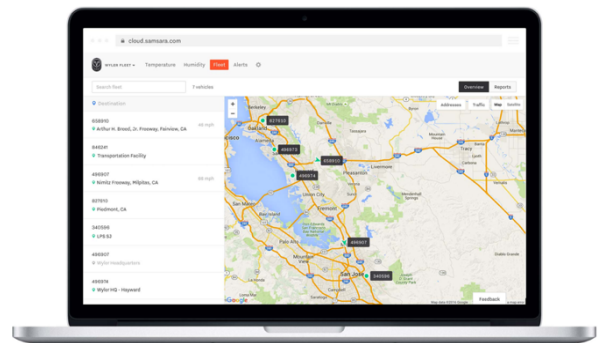


AG series

GPS Gateways
for Asset Tracking

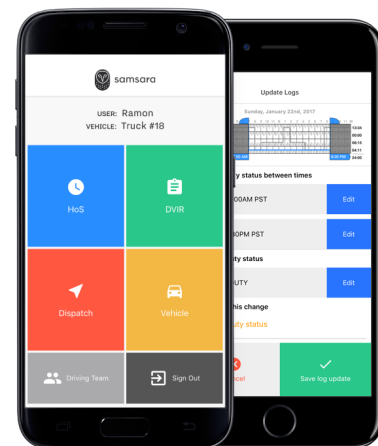
Real-Time GPS Tracking

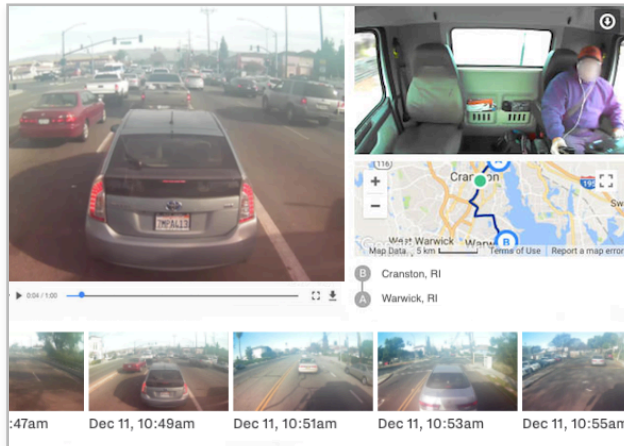
- Live location tracking with “Helicopter View”.
- Real-time tools for routing, dispatch, maintenance, compliance, and safety.
- Automated reports provide analytics into driver behavior, fuel efficiency, and more.



ELD-Compliant Hours of Service

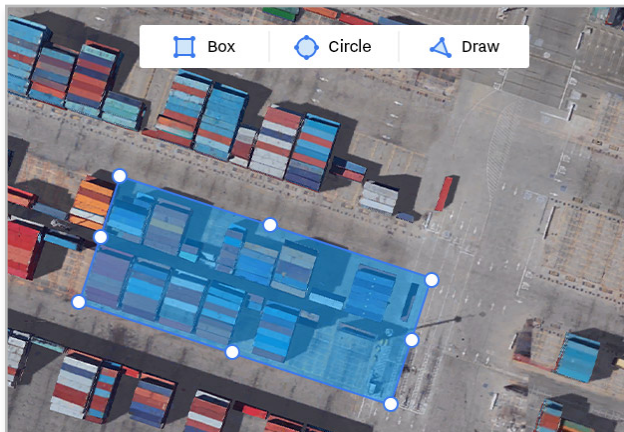
- E-logging solution combines driver inputs with GPS and engine data to meet the FMCSA's ELD mandate.
- Driver App works on any mobile device (Android or iOS).
- Easy to use and affordable - no proprietary hardware, no extra software licenses, and no cell phone data plan.





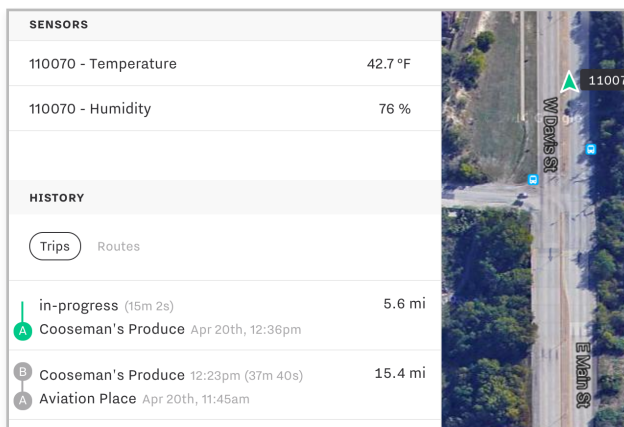
Internet-Connected Cameras

- Capture road- and driver-facing footage with both single and dual-lens cameras.
- Automatically access high definition (1080p) dash cam videos over the web.
- Reduce accidents with video and voice-based driver coaching.
- Exonerate drivers and expedite insurance claims with video evidence.



Trailer, Cargo & Door Tracking

- View real-time data about trailer location, cargo load, and door openings.
- Eliminate yard hunts and improve yard/dock operations with automated inventory reports.
- Improve asset utilization and quickly detect and recover stolen property.



FSMA Compliance & Reefer Control

- Live visibility and temperature logging for refrigerated trucks and trailers.
- Two-way control for Thermo King & Carrier reefers.
- Enables proof of performance, eliminates cumbersome paper logs, and simplifies compliance with the Food Safety

CASE STUDY

Jake's Finer Foods

"If you need fleet tracking, hours of service, or temperature tracking, Samsara's got it. It makes our jobs easier."

— Jason Boldt, Transportation Manager



Houston-based distributor relies on Samsara for efficiency, safety, and customer service:

- Samsara vehicle gateways provide dispatchers with up-to-the-second visibility.
- Wireless temperature monitoring simplifies FSMA compliance and ensures customer satisfaction.
- ELD-compliant Driver App for Android / iOS devices provides Hours of Service logging, dispatch, and vehicle inspections.
- Reporting and analytics helps Jake's maintain safety, efficiency, and compliance.

RECOGNIZED FOR INNOVATION

"Samsara's latest offering builds on the last decade of GPS fleet technologies, bringing increased visibility to operators that enable them to increase the efficiency of their fleets."

— Utility Products, August 2016

Logistics
Tech Outlook

FleetOwner

**HARD WORKING
TRUCKS**

**THE
WALL STREET
JOURNAL**

FORTUNE



SUBJECT: Approval of the **FIRST READING** of Text Amendment 18.307 to comprehensively revise the Landscape Ordinance and the Landscape Design Manual.

SUBMITTING DEPARTMENT: Community Development Department - Planning

KEY HIGHLIGHTS:

- Addition of a section for urban multifamily housing developments that have reduced tree requirements to recognize that denser configurations will not have as much space for trees.
- Add green development options to the urban multifamily option that would provide incentives for developers to incorporate best practices into their developments.
- Increase parking lot interior area requirements for industrial parking lots to help reduce the heat island effect of large parking lots.
- Removal of some requirements or allowances that aren't being used by the city or developers.
- The ability of landscape waivers to be granted administratively if the site plan is eligible for administrative approval.
- Miscellaneous cleanup including inconsistencies, errors, typos.
- Planning Commission held a public hearing on the proposed text amendment on June 10, and recommended approval.

BACKGROUND INFORMATION:

The proposed text amendment presents a comprehensive set of proposed revisions to Section 5.5 of the Zoning Ordinance (Landscape Standards) and the Landscape Design Manual. These updates are intended to modernize the City's landscape requirements, address identified gaps and inconsistencies, support evolving development patterns—particularly urban multifamily housing—and advance community goals related to aesthetics, sustainability, and long-term maintenance. The proposed changes range from more significant policy updates to minor edits, each aimed at improving clarity, usability, and alignment with current City practices.

Attached are proposed revisions to Section 5.5 of the Zoning Ordinance (Landscape Standards) and the Landscape Design Manual. Staff proposes to make a number of modifications with these objectives in mind:

- Addition of a section for urban multifamily housing developments that have reduced tree requirements to recognize that denser configurations will not have as much space for trees.
- Add green development options to the urban multifamily option that would provide some incentives for developers to incorporate green roofs and other features to their developments.
- Increase parking lot interior area requirements for industrial parking lots to help reduce the heat island effect of large parking lots.
- Removal of some requirements or allowances that aren't being used by the city or developers.
- The ability of landscape waivers to be granted administratively if the site plan is eligible for administrative approval.
- Miscellaneous cleanup including inconsistencies, errors, typos.

While some of the changes could be considered significant, a number of others are more minor edits. The memo in the packet summarizes the changes proposed.

RECOMMENDED ACTION:

Approval of Zoning Ordinance Text Amendment 18.307 to amend Section 5.5 to comprehensively revise the Landscape Ordinance and the Landscape Design Manual, subject to further modifications as determined necessary by the City Manager's Office or City Attorney's Office. **FIRST READING**

This motion is made because the ordinance amendment modernizes the Landscape Ordinance and comprehensively address identified gaps and inconsistencies, support evolving development patterns, and advance community goals related to aesthetics, sustainability, and long-term maintenance.

STAFF MEMO SUMMARIZING PROPOSED AMENDMENTS

MEMORANDUM



TO: LINDSAY BELL, AICP, DIRECTOR OF PLANNING
FROM: RICK MEADER, LANDSCAPE ARCHITECT
SUBJECT: PROPOSED REVISIONS TO LANDSCAPE ORDINANCE
AND LANDSCAPE DESIGN MANUAL
DATE: JULY 1, 2026

The following memorandum presents a comprehensive set of proposed revisions to Section 5.5 of the Zoning Ordinance (Landscape Standards) and the Landscape Design Manual. These updates are intended to modernize the City's landscape requirements, address identified gaps and inconsistencies, support evolving development patterns—particularly urban multifamily housing—and advance community goals related to aesthetics, sustainability, and long-term maintenance. The proposed changes range from more significant policy updates to minor edits, each aimed at improving clarity, usability, and alignment with current City practices.

Attached are proposed revisions to Section 5.5 of the Zoning Ordinance (Landscape Standards) and the Landscape Design Manual. Staff proposes to make a number of modifications with these objectives in mind:

- Addition of a section for urban multifamily housing developments that have reduced tree requirements to recognize that denser configurations will not have as much space for trees.
- Add green development options to the urban multifamily option that would provide some incentives for developers to incorporate green roofs and other features to their developments.
- Increase parking lot interior area requirements for industrial parking lots to help reduce the heat island effect of large parking lots.
- Removal of some requirements or allowances that aren't being used by the city or developers.
- Streamline the development process by allowing administrative waivers to be granted if project is eligible for administrative approval.
- Miscellaneous cleanup including inconsistencies, errors, typos.

A number of these changes could be considered as significant, and a number of others could be considered as minor edits. A summary of the proposed changes is provided below.

MORE SIGNIFICANT CHANGES

1. Urban Multifamily Housing Development Standards

- a. Reduced number of multifamily unit trees and interior drive trees required

- b. Addition of shrub requirement to partially offset the reduction in trees required and to increase the plant diversity in such developments
- c. Addition of a list of green development options that could be offset by a reduction in trees provided
- d. Limited use of these standards to zoning districts where increased density is desired by the city

2. Street Tree Issues

- a. Add a requirement for a minimum number of interior drive trees placed in front of multifamily housing buildings to create a more consistent distribution of those trees and a more attractive appearance in those developments.

3. City West

- a. Add right-of-way landscaping requirements for City West developments – they weren't included in the City West zoning ordinance (Section 5.5.3.B.ii.g).

4. Heat Islands

- a. In Section 5.5.3.C.iii, removal of the lower parking lot landscape area requirement for Industrial developments so all developments now have the same requirements – to help reduce the heat island effect of large parking lots. This complies with a recommendation from the 2025 Master Plan.

5. Removal of the requirement for a Landscape Maintenance Agreement (5.5.6.B)

- a. Continued maintenance of the landscaping is already required by Section 5.5.6 without that agreement.
- b. We haven't required those agreements in over eleven years.

6. Consolidate waiver sections to apply to entire Section 5.5

- a. Factors to consider for granting a waiver remain
- b. Allow administrative waivers to be granted if a project is eligible for administrative approval

PROPOSED MINOR CHANGES

Requirements for Landscape Plan

- Section 5.5.2:
 - Add requirement that a landscape plan be created by a licensed professional landscape architect – when they haven't been, the plans have invariably been deficient and required multiple reviews to get them right.
 - Add requirement that trees be at least 10 feet from underground sanitary lines per Engineering's request.

Public Right-of-Way Greenbelt Issues

- Section 5.5.3.B.ii.g: Remove allowance to reduce greenbelt plantings if a wall is provided. This has never been used and is contrary to desire for attractive landscaping.
- Table 5.5.3.B.ii.f:
 - Remove "Average of 50-foot" greenbelt width for Residential (keep 34 foot minimum) – average is difficult to calculate and provide.
 - Correct deduction of driveway corner clearance area from 25 feet to 10 feet to match the ordinance (Section 5.9).
- Section 5.5.3.B.iv:
 - Allow use of metal decorative fence instead of specifying wrought iron, which is extremely expensive and is not readily available.
 - Add item d: A reduction in plantings required.

Parking Lot Requirement revisions

- Section 5.5.3.C.ii.f: Remove 2-foot maximum width of curb openings for storm water conveyance.
- Figure 5.5.3.C.iii: cleanups and clarifications added.
- Section 5.5.3.C.iv.b: Change "wide" to "deep" to clarify size of greenspace required for perimeter trees.
- Section 5.5.3.C.iv.f: Clarify that a tree can't be triple-counted if a greenbelt tree is within 15 feet of both a parking lot edge and accessway drive edge.
- Section 5.5.3.C.iv.h: Remove unnecessary text regarding placement of evergreen trees along parking lot perimeter.
-

Building Foundation Landscaping

- Section 5.5.3.D.ii a and b: Remove excess verbiage.
- Section 5.5.3.D.ii c: Add note that large areas of mulch shall not be considered as part of the required landscaping area (areas should be dominated by plantings, not mulch, but mulch areas between those plantings won't be deducted).

Subdivision Planting Requirements (5.5.3.F)

- Section regarding Island and Boulevard Planting has been added for each different type of subdivision to make it clear the standards apply to each of those types of subdivisions.

Multi-Family/Attached Dwelling Units

- Section 5.5.3.F.iii.b: Add requirement for a minimum number of street trees to be placed between the building and the road, based on the number of units in the building to improve the appearance of interior drives.
- Section 5.5.3.F.iv Urban Multi-Family/Attached Dwelling Units: Added per the recommendation of former Planning Commissioner Gary Becker to provide allowance for denser developments in certain designated areas of the city where such density is desirable.

Non-Residential Development

- Section 5.5.3.F.iv.b.(6): Restored greenbelt width requirement that had inadvertently been omitted during the last ordinance revision.

Maintenance

- Section 5.5.6.B: Remove the requirement for a Landscape Maintenance Agreement. We haven't required it and is not necessary as other sections of the ordinance require maintenance of the landscaping.
- Section 5.5.6.D: Phragmites and Japanese Knotweed Control – add verbiage stating that treatment report shall be provided to the City Landscape Architect or designated alternate – this puts into the ordinance what is already required.

LANDSCAPE DESIGN MANUAL CHANGES

- LDM 3: Add a sentence stating that woodland replacement trees may be used to meet the Detention Pond tree requirement. We were already allowing it but this codifies the allowance.
- LDM 9: Requirement for live signature on stamping sets was removed as the current system most applicants use for submitting plans does not allow this to occur. Modern requirements allow electronic stamps and signatures.
- LDM 11.e: Add text stating trees shall be in good health
- LDM 11.g: Excess verbiage removed.

PLANNING COMMISSION ACTION

The Planning Commission held the public hearing on the proposed amendments to the Landscape Ordinance and Landscape Design Manual and made a recommendation for approval to the City Council on June 10, 2026.

**PROPOSED TEXT AMENDMENT 18.307 –
STRIKETHROUGH DRAFT**

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI
ORDINANCE NO. 18.307

AN ORDINANCE TO AMEND THE CITY OF NOVI CODE OF ORDINANCES, ORDINANCE 14-271, ZONING ORDINANCE, AT THE FOLLOWING LOCATIONS: ARTICLE 5.0, "SITE STANDARDS," SECTION 5.5 "LANDSCAPE STANDARDS: OBSCURING EARTH BERMS AND WALLS, RIGHTS-OF-WAY BUFFERS, AND INTERIOR AND EXTERIOR LANDSCAPE PLANTINGS"; AND UPDATE THE LANDSCAPE DESIGN MANUAL, IN ORDER TO ADD STANDARDS FOR URBAN-STYLE DEVELOPMENTS, IMPROVE CLARITY, CORRECT ERRORS AND COMPLY WITH RECOMMENDATIONS OF THE 2025 MASTER PLAN.

THE CITY OF NOVI ORDAINS:

Part I.

That the City of Novi Zoning Ordinance, as amended, Article 5.0, Site Standards, Section 5.5, "LANDSCAPE STANDARDS: OBSCURING EARTH BERMS AND WALLS, RIGHTS-OF-WAY BUFFERS, AND INTERIOR AND EXTERIOR LANDSCAPE PLANTINGS" is hereby amended to read as follows:

Section 5.5 LANDSCAPE STANDARDS: OBSCURING EARTH BERMS AND WALLS, RIGHTS-OF-WAY BUFFERS, AND INTERIOR AND EXTERIOR LANDSCAPE PLANTINGS

1. Intent. [UNCHANGED]
2. **Landscape Plan Required.** A landscape plan shall be submitted for:
 - any new commercial or residential development
 - any addition to an existing building that is equal to or greater than a 25% percent increase in the overall square footage of the building or 400 square feet, whichever is less
 - any increase to an existing parking lot of 10 spaces or more (or equivalent area), or 10% of the existing paved area, whichever is less.

With the exception of Section 5.5.3.G, Individual (Non-Subdivision/Non-Site Condominium) Single Family Street Tree Requirements, an owner of a single-family home-site shall not be required to comply with the provisions of this Section.

All landscape plans shall be prepared by a licensed professional landscape architect in accordance with the requirements of this Ordinance and the requirements of the City of Novi Landscape Design Manual, as adopted by the City Council by resolution and which may similarly be amended by Council resolution from time to time.

General Landscape Notes:

- For all numerical calculations, round the required square feet or number of plants to the nearest whole number.
- Trees are to be located at least 10 feet away from utility structures including catch basins and manholes and underground sanitary lines, and ~~should be~~ at least 5 feet away from other underground utility lines whenever possible.
- Plantings may be in formal or informal arrangements.

3. Landscape Requirements.

A. **Residential Adjacent to Non-Residential** [UNCHANGED]B. **Adjacent to Public Rights-of-Way.**i. Intent. [UNCHANGED]ii. Requirements. Landscape plantings shall be installed and maintained adjacent to existing or proposed public rights-of-way according to the standards set forth on the Right-of-Way Landscape Screening Requirements Chart (Table 5.5.3.B.ii.f E), and as otherwise established in this Ordinance, including the individual zoning district, and in the Landscape Design Manual.

a. – f. [UNCHANGED]

~~g. If a wall is provided in accordance with the City standard, a reduction of up to thirty-three (33) percent of the required greenbelt plantings is allowed in the right-of-way greenbelt in front of the parking. This reduction does not apply in cases where parking is between the right-of-way and the building and required landscaping is already reduced.~~

h. [UNCHANGED]

i. Necessary access ways from public rights-of-way through required landscaped areas shall be permitted. The width of the access drive(s) shall be subtracted from the lineal dimension used to determine the minimum number of trees and shrubs required for greenbelt landscaping and street trees (see illustration in Table 5.5.3.B.ii.f, Footnote ~~10~~ 5 below for points of measurement for each).**5.5.3.B.ii.f Right-of-Way Landscape Screening Requirements**

			Requirements						
Use	Zoning	Berm Located	Greenbelt width (feet)	Min. berm crest width (feet)	Min. Berm Height (feet)	3 Foot Wall/ Fence	Deciduous canopy or large evergreen trees: 1 per X linear feet frontage	Deciduous sub canopy trees: 1 per X linear feet frontage	In <u>the</u> area between sidewalk and curb: 1 deciduous canopy tree per X linear feet frontage
Footnotes				1, 2, 3	1, 2, 3	2, 4	5, 7 <u>4, 5</u>	5, 6, 7	8, 9, 10 <u>6</u>
Single Family Residential	R-A R-1 R-2 R-3 R-4		34	4	4		40	25	35
Two-Family Residential	RT	Adjacent to parking	20	2	3		35	25	35
		Not adj to parking	30	2	3		40	25	35
Multi Family Residential	RM-1 RM-2 MH	Adjacent to parking	20	2	3		35	25	35
		Not adj to parking	34	2	3		35	25	35
Residential PRO (13)			Avg. 50 <u>Min. 34</u>	4	4		40	25	25

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Commercial / Office	NCC C OS-1 OSC OST B-1 B-2 B-3	Adjacent to parking	20	2	3		35	20	35
		Not adjacent parking	25	-	-		60	40	35
		Parking between ROW and at least 67% of primary building (129)	20	2	3		70	40 Plus 3 shrubs per 40 lf	35
Industrial	I-1 I-2	Adjacent to parking	25	3	3		40	35	45
		Not adjacent parking	25	-	-		60	40	45
Downtown	TC TC-1	Adjacent to parking	20	-	-		25 (117)	15 (117)	-
		Not adjacent parking	-	-	-		30 (117)	20 (117)	-
Misc. Large Use	P-1 EXO RC FS	Adjacent to parking	20	2	3		35	20	45
		Not adjacent parking	25	-	-		45	30	45
Planned Suburban Low Rise	PSLR	Parking and buildings adjacent to a section line road ROW right-of-way	50	4	3	Not Allowed	35	20	35
		Parking adjacent to other ROW right-of-way	To front of principal building per Zoning Ordinance Section 3.21.2.A.ii	4	3	Not allowed	35	20	35

Notes to table:

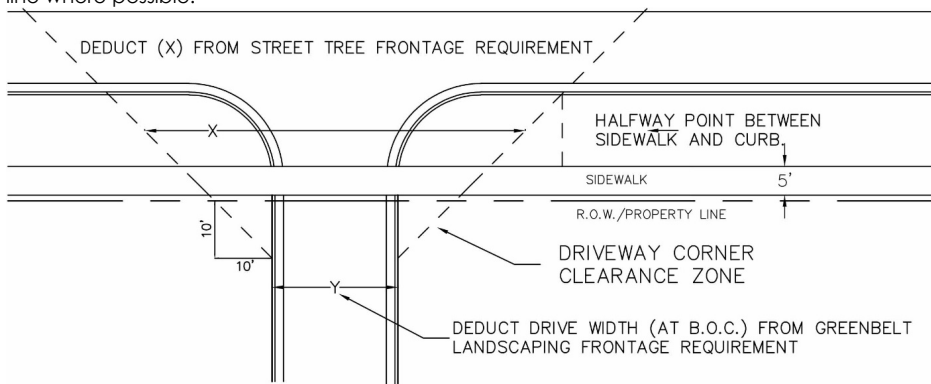
- (1) Shrubs in front of parking areas must provide minimum screening opacity of 80% in winter and 90% in summer and be maintained at a height of at least 3 feet. The use of shrubs in place of the required berm requires a Planning Commission waiver.
- ~~(2) A wall may be used instead of a berm. If a wall, consistent with footnote (6) below, is provided in front of parking areas, a reduction of up to 33% of the required greenbelt plantings (not street trees) is allowed in the parking greenbelt area. A Planning Commission Waiver is required to use a wall instead of a berm. An ornamental fence with brick piers and shrubs may be used instead of a berm if approved by the Planning Commission as a landscape waiver. A Planning Commission waiver is required to use a wall or an ornamental fence with brick piers and shrubs instead of a berm.~~

(3) Freestanding walls shall be constructed of masonry or concrete with all exterior sides of face brick with a suitable cap.

(4) Sub-canopy trees are to be used under overhead utilities at a rate of 1.5 sub-canopy trees for each one canopy tree required. If columnar/fastigate varieties are used, 2 sub-canopy trees per canopy tree must be used. Wherever possible, deciduous canopy trees are to be used as street trees.

~~(5) Sub-canopy trees used in foundation landscaping may also count toward the right-of-way sub-canopy requirement if the building is located at the rear of the required greenbelt width.~~

~~(6) (5)~~ The width of ~~access aisles~~ driveways (X) through the greenbelt shall be deducted from the basis of calculation (see illustration ~~in footnote #10~~ below). In situations where sidewalks are not required, the street trees shall be placed midway between the curb line and right-of-way line where possible.



FRONTAGE MEASUREMENT

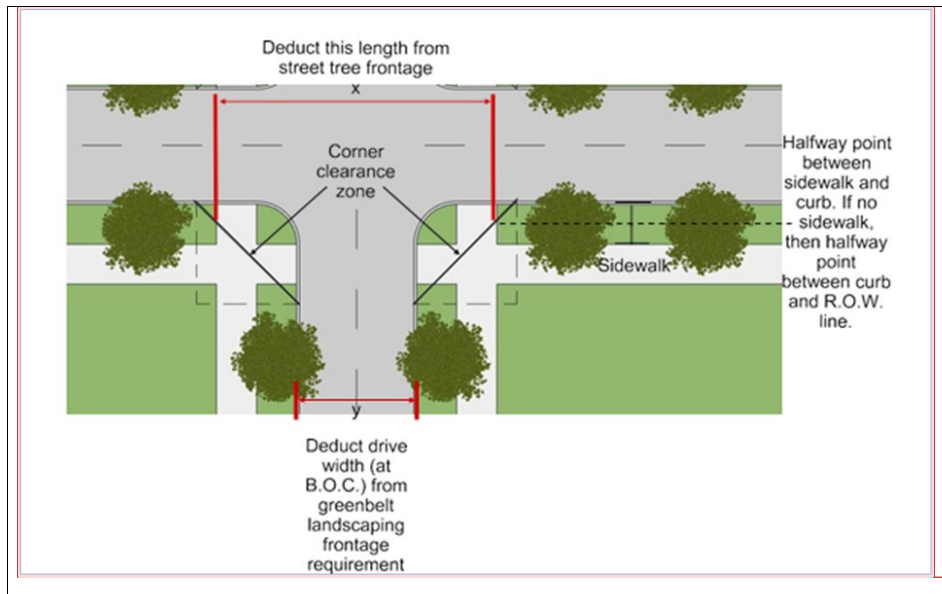
~~(7) (6)~~ Street trees shall not be permitted within the ~~25-foot~~ corner clearance zone (Section 5.9). Roadways under Road Commission for Oakland County (RCOC) jurisdiction shall utilize RCOC standards for sight distance in locating street trees. If RCOC does not approve any or all of the trees, those trees shall not be planted, with no penalty to the applicant.

~~(8) (7)~~ In the Town Center districts, deciduous canopy/large evergreen trees or subcanopy trees are required in the greenbelt, but not both. One or the other requirement shall be met, not a reduced combination of both types.

~~(9) (8)~~ These requirements only pertain to zoning districts B-1, B-2 and B-3.

~~(10) When the development fronts on one or more major thoroughfare(s), the right-of-way greenbelt along that thoroughfare shall be an average of 50 feet width, with a minimum of 34 feet.~~

~~The width(s) of the corner clearance zone(s) shall be deducted from the basis of the calculation for street trees (see illustration below).~~



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5.5.3.B.ii.g Right-of-Way Landscape Screening Requirements – City West – Sec 3.34.6							
	Minimum requirements						
	Greenbelt width	Berm Crest width	Berm Height	3 Foot Wall	Canopy Trees	Sub-canopy trees	Street Trees
<u>Arterials (Grand River, Beck)</u>							
Adj to pkg	20	0	0	Yes	1 per 30 ft ²	1.5 per 30 ft ²	0
Not adj to pkg	20	0	0	No	1 per 60 ft ²	1 per 40 ft ²	0
<u>Nonresidential collectors and local streets</u>							
Adj to pkg	10	0	0	Yes	0	1 per 15 ft	1 per 50 ft
Not adj to pkg	10	0	0	No	0	1 per 15 ft	1 per 50 ft
<u>Private Drives, Aisles and Shared Access Drives</u>							
Adj to pkg	10	0	0	Yes	0	1 per 15 ft	1 per 50 ft
Not adj to pkg	10	0	0	No	0	1 per 15 ft	1 per 50 ft
<u>I-96 Highway ROW</u>							
Adj to pkg	30	3	4	No	1 per 35 ft	1 per 20 ft	0
Not adj to pkg	75	3	4	No	1 per 60 ft	1 per 40 ft	0

NOTES TO TABLE:

1: Street trees based on overall frontage, not individual lots

2: Canopy trees OR subcanopy trees, not both

- iii. Private Roads. All private roads and access roads not covered in other sections of this ordinance shall be landscaped with deciduous canopy street trees at a rate of 1 tree per 35 linear feet along both sides of the road, with the same allowances for deducting clear vision zones as noted above in 5.5.3.B.ii.f Footnote ~~5~~ 10.
- iv. ~~Reduction or Waiver.~~ Except as provided in Section 5.5.3.A.v.a.(3), which governs relief relative to berm height, the Planning Commission may reduce or waive the landscaping screening/buffer right-of-way requirements when it determines that practical difficulties exist due to the parcel size or configuration, or where the design of the site would be enhanced by an alternative design solution while still meeting the intent of this Section. Examples of such situations include, but are not limited to, when:
- ~~Preservation of regulated woodlands or wetlands or existing trees will occur;~~
 - ~~The grade of the site is higher than the road and naturally provides a screen;~~
 - ~~Significant architecture or historic buildings, water features, views of natural resources or vistas will be preserved;~~
- The Commission may, as part of its exercise of such authority, allow the:
- a. ~~Use of a wall instead of a berm; or~~
 - b. ~~Use of a wrought iron decorative fence with brick accents or other material of equal aesthetic quality and durability with plantings instead of a berm; or~~
 - c. ~~Use of shrubs/hedge instead of a berm~~

C. Parking Area Landscaping Requirements.

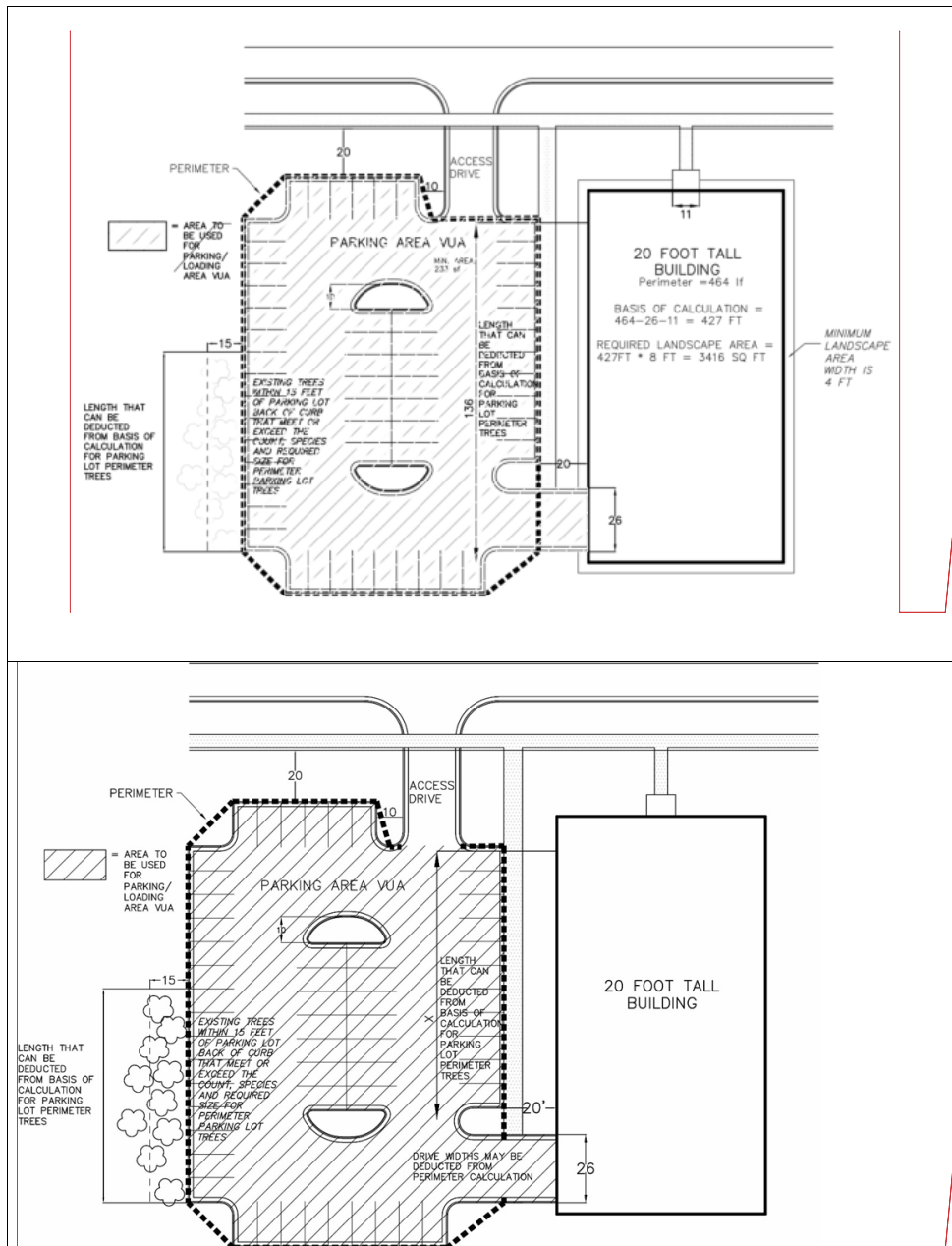
- i. Intent. [UNCHANGED]
- ii. General Requirements.
- a. The design and layout of all parking lots and islands shall be subject to review and approval by the City of Novi.
 - b. ~~End~~ islands are to conform to the general requirements in Section 5.3.12.
 - c. ~~b. Interior islands are to confirm to Section 5.5.3.C.ii.h~~
 - d. ~~e.~~ Creative island configuration and design is encouraged, such as islands between rows of parking in long, wide planting strips, and/or depressed islands to detain storm water.
 - e. ~~d.~~ The use of pedestrian walkways in parking lot islands is encouraged, if the islands' paths are at least 5 feet wide with no vehicle overhang or seven (7) feet wide with vehicle overhang and a ten (10) foot planting area width is maintained.
 - f. ~~e.~~ Landscaped islands are to be installed with 6-inch curbs to protect landscaping from damage by vehicles (4 inches where vehicles are to overhang the curb). However, periodic openings in curbs, ~~which do not exceed 2 feet in width~~, shall be permitted for sidewalks and for the purpose of conveying storm water run-off across an island.
 - g. ~~f.~~ If more than one (1) island is provided in a parking lot, they are to be distributed evenly throughout the lot.
 - h. ~~g.~~ Each parking lot landscape island shall have:
 - (1) A minimum of ~~two hundred~~ two hundred (200) square feet in area.
 - (2) A minimum of ~~two hundred~~ two hundred (200) square feet in unpaved area per tree planted in an island.

- (3) A minimum dimension of ten (10) feet in width from back of curb to back of curb.
- (4) A minimum of three (3) feet between the back of a curb and a tree trunk.
- (5) Islands that project into the parking lot from the side of the lot may be a minimum of 130 square feet in area if that island is at least 10 feet wide and adjoins 70 square feet or more of green space.
- i. ~~h.~~ For any development other than a single-family or two-family dwelling, the square footage of landscape islands required shall be as specified in the Interior Parking Area Landscape Islands and Canopy Tree Chart (Table 5.5.3.C.iii).
- j. ~~i.~~ Wheel stops or raised curbing shall be installed to prevent vehicles from encroaching more than two (2) feet into any parking landscape area. When adjacent ninety (90) degree parking stalls are reduced from nineteen (19) to seventeen (17) feet in length, the required six (6) inch curbs shall be reduced to four (4) inches in height. This applies to both landscape and sidewalk overhangs. Where vehicles overhang a sidewalk, the sidewalk shall have a minimum width of seven (7) feet.
- k. ~~j.~~ No plantings with a mature height greater than twelve (12) inches shall be within ten (10) feet of fire hydrants. Plant materials shall not block the visibility of the hydrant or Fire Department Connections.
- l. ~~k.~~ Islands are to have adequate drainage to the nearest catch basin or adequate areas of amended sandy loam soil, as specified on the plan, to achieve proper drainage. Depressed (sunken) islands are allowed if:
 - (1) the plantings are salt -tolerant
 - (2) the islands are designed to provide drainage adequate for survival of the island plantings
 - (3) they meet all City of Novi engineering standards.
- m. ~~i.~~ Paint, contrasting brick or concrete pavers may be used to delineate stall lines within parking areas.
- n. ~~m.~~ Any area within a parking lot not dedicated to parking use, driveways, or sidewalks exceeding ~~one hundred~~ one hundred (100) square feet, shall be landscaped with a minimum of lawn or other living ground cover.
- o. ~~n.~~ All parking lot landscaped areas required herein shall contain at least 1 deciduous canopy tree and lawn or other plantings/ groundcovers.
- p. ~~o.~~ The total square footage of required interior landscape islands shall be provided as follows:
 - (1) – (3) [UNCHANGED]
 - (4) No bay of parking (defined herein as a single row of ~~side-by-side~~ side-by-side parking spaces) greater than 15 parking spaces in length shall be provided except as noted in (5).
 - (5) – (6) [UNCHANGED]
 - (7) If the parking lot layout requires more islands/area than the table below would indicate (such as to break up long bays), each of those additional islands must still meet the area and planting requirements of Section 5.5.3.C.ii.~~g-h~~ but perimeter trees may be used in outer and corner islands to help landscape those islands.

- iii. **Parking Lot Greenspace and Tree Requirements.** The following chart is to be used to calculate the square footage of island space and the number of canopy trees required for Parking Area Interior and Perimeter Landscaping.

5.5.3.C.iii Interior Parking Area Landscape Islands and Perimeter Canopy Tree Chart					
	A	B	C	D	E
Category* Category 1: All zoning districts except for 1-1 and 1-2 Category 2: 1-1, 1-2	Total square footage of landscaped islands for VUA areas less than or equal to 50,000 square feet equals:	Total square footage of landscaped islands for VUA beyond the initial 50,000 sq. ft. (A) equals:	Total square footage required in interior parking lot islands equals:	Total number of interior landscape deciduous canopy trees:	Perimeter Deciduous Canopy Trees required for parking lot and access drives:
1	VUA × 7.5%	(VUA - 50,000) × 1.0%	A + B	(A + B)/200	Perimeter (If LF) /35
2	VUA × 6%	(VUA - 50,000) × 0.5%	A + B	(A + B)/200	Perimeter (LF) /35
Footnotes	1, 2	1, 2		3, 5	4, 5
Notes to table:					
1. Vehicular Use Area (VUA) includes parking spaces, loading/unloading areas and access aisles within the parking lot. It does not include drives to the Vehicular Use Area or long drives without parking spaces adjacent. (See Figure 5.5.3.C.iii) 2. If a vehicular use area is greater than 50,000 sq. ft., the landscape requirement for the first 50,000 sq. ft. of VUA is to be calculated per Column A, and the requirement for the remaining VUA is to be calculated per Column B. As an example, a 65,000 square foot parking area in Category 1 would require 50,000 x 7.5% plus 15,000 x 1% = 3750 sq. ft. + 150 sf = 3900 sq. ft. landscape area within the parking lot boundary. 3. Corner islands projecting into the parking area and areas at the ends of bays must also have trees planted in them and be at least 200 sq. ft. in area. Perimeter trees may be used in corner and edge islands if the required number of interior trees is less than the total number of islands and corners that need trees. 4. Perimeter trees are required for parking areas and access drives to and between parking areas. 5. In areas with overhead utility lines, sub-canopy trees may should be used.					

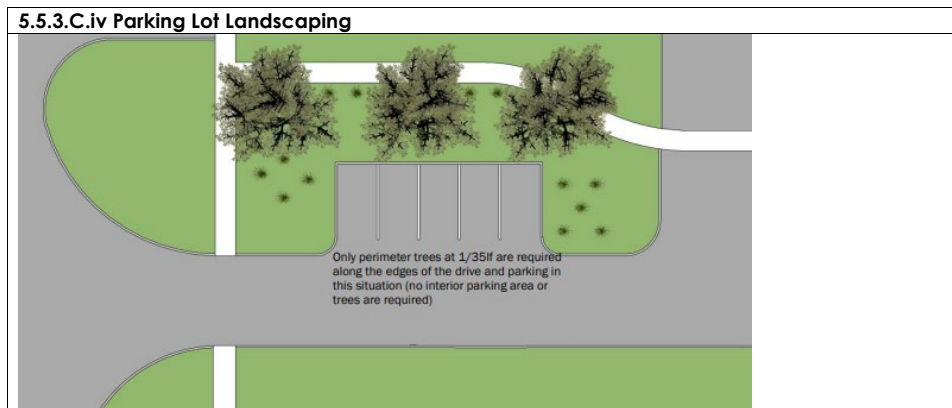
5.5.3.C.iii Parking Lot Landscaping



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- iv. Parking Lot Perimeter Trees
 - a. [UNCHANGED]
 - b. A landscape area at least 10 feet ~~wide-deep~~ (measured perpendicular to the curb) is required along parking lot perimeters and access drives for planting the required trees.
 - c. – e. [UNCHANGED]
 - f. Greenbelt canopy trees within 15 feet of the back of curb of an access drive may double-count toward the perimeter tree requirement, but a tree within 15 feet of both may not be triple-counted.
 - g. [UNCHANGED]
 - h. While deciduous canopy trees are preferred as perimeter trees, where they would provide desired screening between properties, large evergreen trees may be used for up to 25% of the required perimeter trees. ~~Sufficient space should be provided between the tree and the curb to allow the evergreens to maintain their branches down to ground level when they mature and the lower branches must be maintained as long as they are healthy.~~
 - i. – j. [UNCHANGED]

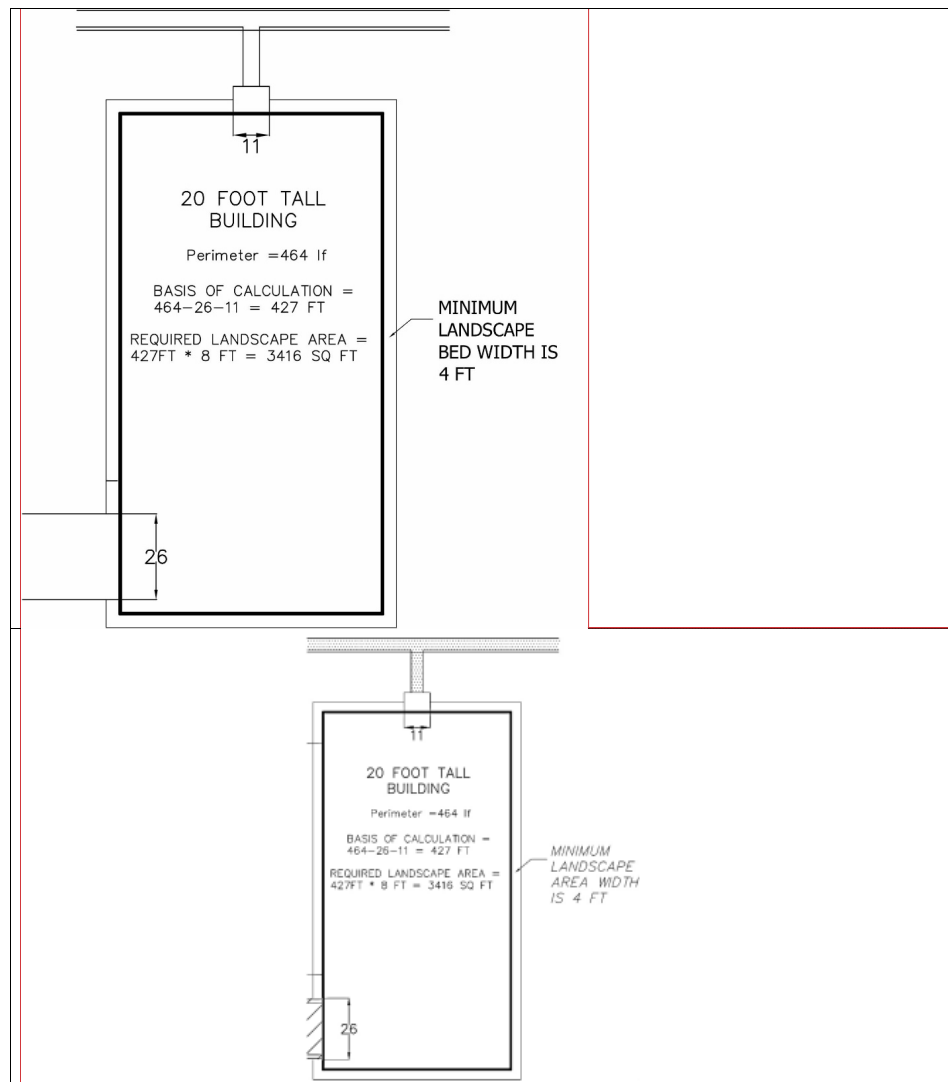


- ~~v. — Waiver. Based upon a sufficiently documented demonstration by the applicant, the Planning Commission may reduce or waive the parking lot landscape requirements when it determines that practical difficulties exist due to parcel shape or configuration, or where the design of the site would be enhanced by an alternative design solution while still meeting the intent of this Section. Such action by the Commission may be taken when any or all of the following conditions will be met:~~
 - ~~a. — Preservation of Regulated Woodlands or Wetlands or existing trees will occur;~~
 - ~~b. — Storm water runoff impacts will be lessened;~~
 - ~~c. — Traffic circulation will be substantially improved;~~
 - ~~d. — Vehicular and pedestrian safety will be enhanced.~~
- D. **Building Foundation Landscape Requirements.**
 - i. Intent. [UNCHANGED]
 - ii. Requirements. For all buildings or accessory buildings requiring site plan review, the following shall apply:

- a. There shall be, as a minimum, interior-site foundation landscaping square footage equal to the quantity calculated by multiplying the entire perimeter of the building, less ~~the paved access points including walkways to the building (but not including those walkways or drives immediately along the building doorways and vehicular entrance ways to the building interior (i.e., garage doors),~~ by eight (8) feet.
- b. Landscaped planting beds shall be placed immediately adjacent to the building for ~~as much of the building as possible, with a minimum of~~ no less than 75% of the building foundation having landscaping, ideally more. Landscape beds must have a minimum width measuring four feet from the building. Creativity ~~in~~ of the physical configuration of the landscape planting bed shape and dimension is strongly encouraged. ~~Applicant is encouraged to provide additional greenspace adjacent to the building wherever possible.~~
- c. Landscape beds shall have a mixture of trees, shrubs, perennials, ornamental grasses and/or annuals. Lawn areas or large areas of mulch shall not be considered as part of the required landscaping area.
- d. ~~e.~~ All foundation landscaping areas shall be labeled in square feet on the landscape plan. ~~Lawn areas shall not be considered as part of the required greenspace.~~
- e. ~~a.~~ For the front and any other facades visible from a public street, a minimum of sixty (60) percent of the exterior building perimeter shall be greenspace planted with a mix of trees, shrubs and groundcovers, perennials, grasses, annuals and bulbs. ~~Deciduous canopy and/or large evergreen trees and subcanopy trees may also be included around the building if separated from the building by the appropriate distances.~~
- f. ~~e.~~ If the front and/or a side of the building is at the rear line of the required right-of-way greenbelt, trees included in the foundation plantings of those sides of the building may also count toward the required greenbelt plantings.

5.5.3.D ~~Perimeter~~ Building Perimeter Required Landscaping

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- g. ~~f.~~With respect to projects within the TC and TC-1 districts, the Planning Commission may ~~waive the 8-foot width calculation requirements~~ approve a waiver to allow less planted area if equivalent ~~additional planting and/or~~ decorative paving area or amenities are added adjacent to the building.
- h. ~~g.~~There shall be landscaping adjacent to patios ~~and~~ outdoor dining areas.
- i. ~~h.~~In instances where the building has a first floor overhang greater than 2 feet, the landscaping required under this subsection shall begin at the outside edge of the overhang in order to ensure the landscaping receives sufficient sun and water. In

those cases, the extent of the overhang should be shown on the landscape plan with a dashed line or other means.

- j. ~~i.~~ Foundation landscaping for building perimeter occupied by loading/unloading areas, drivethrough lanes or sidewalks along the building may be located on the outside of these areas without requiring a landscape waiver.
- k. ~~j.~~ In situations where the building use does not allow landscaping immediately adjacent to the building, alternate placements of required foundation landscaping may be proposed elsewhere on the property. In that case, the alternative area(s) should be clearly labeled as foundation landscaping, with its area in square feet. A Planning Commission waiver is required for the alternate positioning for all cases except as noted above.
- l. ~~k.~~ Plantings shall be no taller than 12 inches when below or adjacent to a building's Fire Department Connection.

- iii. ~~Waiver Procedure. The Planning Commission may reduce or waive the building foundation landscaping requirements when it determines that the applicant has established that practical difficulties exist due to parcel size or configuration or where the design of the site would be enhanced by an alternative design solution while still meeting the intent of this Section. Such action will be taken by the Planning Commission when:~~
 - ~~a. Particular pedestrian circulation safety concerns inhibit the application of this requirement; or~~
 - ~~b. Elements or activities that are ancillary to the primary building's function inhibit the application of this requirement; or~~
 - ~~c. Landscaping has been proposed in other areas on the site that offset the loss of foundation landscaping at the base of the building.~~

E. Detention/Retention/Sedimentation Basin Landscape Requirements. All detention basins shall be planted with the minimum requirements as set forth in the Landscape Design Manual and shall be designed to have a natural appearance, utilizing ~~natural-looking~~ natural-looking contours whenever possible. Detention basin maintenance shall be provided per Ordinance Chapter 12, Storm Water Management and the plantings shall be maintained per Section 5.5.6 and Section 5.5.7.

F. Subdivision Planting Requirements.

- i. Single-Family Platted Subdivisions or Residential Site Condominiums
 - a. Intent. [UNCHANGED]
 - b. Requirements Adjacent to Major Thoroughfares. [unchanged]
 - c. Street Trees ~~and Boulevard~~ Planting
(1) – (4) [UNCHANGED]
 - d. Island and Boulevard Planting
 - (1) All islands, boulevards and elements shall be landscaped and irrigated. Islands within a cul-de-sac shall not have any plant materials that may obscure vision across the island between heights of three (3) feet to six (6) feet as measured from the established street grade. See the Landscape Design Manual for additional requirements regarding the type and size of plantings.
 - (2) Island and boulevard plantings will not count toward the required street tree totals and must be maintained by the developer, property owner or homeowner's association, whichever is applicable.
 - (3) A landscape plan shall be submitted to the City for administrative approval by the homeowners association prior to planting any island or entry landscaping revisions.

ii. Single-Family Residential Condominiums without lots/units

- a. – b. [UNCHANGED]
- c. Street Tree ~~and Boulevard~~ Planting
(1) – (4) [UNCHANGED]
- d. [UNCHANGED]

iii. Multi-Family/Attached Dwelling Units

- a. Intent. The intent of this subsection is to create visually appealing multi-family residential areas that integrate natural resources into the overall landscape design.

- b. Requirements. For all multiple-family or other development with attached dwelling units (other than a single RT dwelling on an individual lot) the following shall apply:

- (1) Three trees for each dwelling unit on the first floor shall be provided across the site. At least 75% of those trees shall be deciduous canopy or large evergreen trees. The remainder can be sub-canopy or ornamental trees to add diversity to the site.

- (2) In addition, there shall be one deciduous canopy tree along interior roads for every 35 feet of lined interior roadway (excluding driveways, interior roads adjacent to public rights-of-way and parking entry drives), along each side of the roadway. The spacing of the deciduous canopy trees along the drive shall be a minimum of 25 feet and a maximum of 35 feet unless driveways require different spacing. In case of overhead utility lines, deciduous sub-canopy trees can be substituted for deciduous canopy trees at a rate of 1.5 sub-canopy tree for each 1 canopy tree. Those sub-canopy trees would not count toward the limit placed in subsection (1) above. ~~For purposes of the Financial Guarantee and Maintenance Bond, the trees along the interior drive can be counted as site landscaping, not street trees. Any street trees along public roads are considered to be street trees for Financial Guarantee and Maintenance Bond purposes.~~

There shall be trees placed between the interior drive and buildings at or exceeding these minimum rates:

- 3-4 connected units – 1 tree
- 5-7 connected units – 2 trees
- 8 or more connected units – 1 tree per 3 units, rounded up

For purposes of the Financial Guarantee and Maintenance Bond, the trees along private interior drives can be counted as site landscaping, not street trees. Any street trees along public roads shall be considered as street trees for Financial Guarantee and Maintenance Bond purposes.

- (3) A mixture of shrubs, subcanopy trees, groundcovers, perennials, annuals, and/or ornamental grasses shall be provided as foundation plantings covering at least 35% percent of the building perimeter facing the interior drive.
- (4) Parking lots for these developments shall meet the layout and landscaping requirements of Section 5.5.3.C but unit trees from Requirements section (1) may be used to meet the parking lot interior and perimeter tree requirements.

c. Island and Boulevard Planting

- (1) All islands, boulevards and elements shall be landscaped and irrigated. Islands within a cul-de-sac shall not have any plant materials that may obscure vision across the island between heights of three (3) feet to six (6) feet as measured from the established street grade. See the Landscape Design Manual for additional requirements regarding the type and size of plantings.
- (2) Island and boulevard plantings will not count toward the required street tree totals and must be maintained by the developer, property owner or homeowner's association, whichever is applicable.
- (3) If an island's or entry's landscaping is to be revised by the homeowner's association, a landscape plan shall be submitted to the City for administrative approval prior to planting.

iv. Urban Multi-Family/Attached Dwelling Units

- a. Intent. The intent of this subsection is to create visually appealing multifamily residential developments in areas where more density is desired. It is not intended for vertically mixed-use projects. It may only be used for projects proposed in the Town Center (TC and TC-1), RC and City West zoning districts. A waiver from the Planning Commission is required to use it in other districts.

Refer to the Town Center Study and the City West Design Manual for design guidelines. Where possible, pocket parks distributed across the development are desired for these urban multi-family residential projects.

- b. Requirements. For all multiple family development with attached dwelling units in the districts noted above the following shall apply:

- (1) One and one-half (1.5) tree for each dwelling unit on the first floor shall be provided across the site. At least 75% of those trees shall be deciduous canopy or large evergreen trees. The remainder can be sub-canopy or ornamental trees to add diversity to the site.
- (2) In addition, there shall be one deciduous canopy tree along interior roads for every 50 feet of lineal interior roadway (excluding driveways, interior roads adjacent to public rights-of-way and parking entry drives), along each side of the roadway. The spacing of the deciduous canopy trees along the drive shall be a minimum of 35 feet and a maximum of 50 feet unless driveways require different spacing. In case of overhead utility lines, deciduous sub-canopy trees can be substituted for deciduous canopy trees at a rate of 1.5 sub-canopy tree for each 1 canopy tree. Those sub-canopy trees would not count toward the limit placed in subsection (1) above.

There shall be trees placed between the interior drive and the buildings at or exceeding these minimum rates:

- 3-4 connected units – 1 tree
- 5-7 connected units – 2 trees
- 8 or more connected units – 1 tree per 3 units, rounded up

For purposes of the Financial Guarantee and Maintenance Bond, the trees along private interior drives can be counted as site landscaping, not street trees. Any street trees along public roads shall be considered as street trees for Financial Guarantee and Maintenance Bond purposes.

Interior drive trees shall be located along the side of parking bays placed along an interior drive (no additional parking lot perimeter or interior trees are required for such bays).

- (3) At least 2 shrubs per ground floor dwelling unit shall be planted around the development. These shrubs are not to be used as part of the required foundation plantings noted below – ideally, they will be fruiting native shrubs planted in masses on the site to support birds and other wildlife.
- (4) A mixture of shrubs, groundcovers, perennials, annuals, and/or ornamental grasses shall be provided as foundation plantings covering at least 25% percent of the building face(s) fronting on all interior drives.
- (5) Parking lots for these developments shall meet the layout requirements of Section 5.3. Landscaping shall be provided as follows:
 - a. 1 interior canopy tree in an island at least 200sf in area per 10 spaces
 - b. Endcap islands with trees are required and may be met with the interior trees noted above
 - c. Perimeter canopy trees shall be provided at 1 per 35lf of perimeter except where buildings are within 20 feet of the parking lot
- (6) Multi-family unit trees may be used to meet the parking lot interior and perimeter tree requirements but not the interior drive requirements.
- (7) Options for Credit – In order to offer design flexibility and incentives to provide "green" design alternatives, the following options are available (calculations for any of the options utilized must be provided on the landscape plan):
 - a. Green roof on buildings or carports/garages:
 - 1) Minimum runoff coefficient C factor reduction to 0.45
 - 2) 700sf = 1 interior drive tree (up to 25% of requirement) or 700sf = 1 multifamily unit tree (up to 10% of requirement)
 - b. Green (living) wall on buildings or garages:
 - 1) 700sf = 1 interior drive or multifamily unit tree
 - 2) Up to 10% of required trees
 - c. Living retaining wall – 1000 sf = 1 multifamily unit tree (or drive tree if it's adjacent to a drive).

- d. Clusters of large native shrubs – in addition to shrub requirements noted above
 - 1) 8 shrubs = 1 multi-family unit tree – more than 8 shrubs can be in a cluster
 - 2) Up to 15% of the multifamily unit canopy tree requirement
- e. Flower boxes on all windows of at least 3 lowest floors of building – especially for designs with no greenspace at base of building
 - 1) Boxes covering at least 25% of building linear frontage facing road may count toward the building foundation landscaping requirement
 - 2) Box material shall be durable and weather-resistant
 - 3) Developer shall provide initial perennial plantings in all boxes – it is understood that residents may change plantings over time, at no risk to the developer.
- f. Boulevard with densely-planted center island beyond entry island
 - 1) 700sf = 1 canopy street tree
 - 2) Lawn would not qualify for this credit
- g. Pollinator/Butterfly/Rain gardens:
 - 1) 700sf = 1 multifamily unit tree or 8 required multifamily unit shrubs (not foundation plantings)
 - 2) No limit on size or reduction
- h. Natural area preservation within the developed portion of a site:
 - 1) Preserved trees 4" dbh and larger in a natural area can count toward multifamily unit tree requirement (one for one basis) for up to 50% of requirement IF they are desirable Michigan native species (i.e. not boxelder) or non-native species
 - 2) Mulch or limestone fines ADA-compliant pathway is created through nature area
 - 3) Natural groundcover is kept and maintained in a natural condition
 - 4) All invasive species listed below are removed and maintained for 3 years – to be maintained by HOA or owner after that:
 - Buckthorn (*Rhamnus spp.*)
 - Honeysuckle species (*Lonicera spp.*)
 - Autumn olive and Russian olive (*Eleagnus spp.*)
 - Multiflora rose (*Rosa multiflora*)
 - Privet species (*Ligustrum spp.*)
 - Barberry (*Berberis spp.*)
 - Oriental bittersweet (*Celastrus orientalis*)
 - Garlic mustard (*Alliaria petiolata*)
 - Dame's Rocket (*Hesperis matronalis*)
- i. All of the above must be maintained on an ongoing basis by owner or HOA. A maintenance plan for any of the above options must be submitted for approval as part of the site plan process and provided to the party responsible for

maintenance. If any of the alternatives provided fail and maintenance/restoration is not desired by the responsible party, they must plant the tree(s) for which credit was given on the site.

j. Definitions:

- Green roof – roof of structure planted with grasses, sedges, sedums or other plantings
- Green wall – element of building with living plants along entire face
- Living wall – retaining wall constructed to support living plants and planted with vines, perennials or other long-lived plants

c. Island and Boulevard Planting

- (1) All islands, boulevards and easements shall be landscaped. Islands within a cul-de-sac shall not have any plant materials that may obscure vision across the island between heights of three (3) feet to six (6) feet as measured from the established street grade. See the Landscape Design Manual for additional requirements regarding the type and size of plantings.
- (2) Island and boulevard plantings will not count toward the required street tree totals and must be maintained by the developer, property owner or homeowner's association, whichever is applicable.
- (3) If an island's or entry's landscaping is to be revised by the homeowner's association, a landscape plan shall be submitted to the City for administrative approval prior to planting.

iv. Non-Residential Subdivisions

a. Intent. [UNCHANGED]

b. Requirements. For all non-residential subdivisions or non-residential site condominiums, the following landscape requirements shall apply:

(1) - (5) [UNCHANGED]

(6) Interior streets of the non-residential subdivision shall be landscaped per each lot as they are built upon as follows (Note: These planting requirements are in place of those in Zoning Section 5.5.3.B except for along public rights -of -way):

(A) The greenbelt width shall be equal to the required zoning district setbacks for buildings and parking lots.

[REORDER ITEMS (B) THROUGH (G) FOLLOWING]

G. **Individual (non-subdivision/non-site condominium) single-family requirements.** [UNCHANGED]

4. **Landscape Plan Review Standards.** [UNCHANGED]

5. **Waivers**

A. The Planning Commission may grant waivers for landscape elements of a project if:

- Existing conditions make provision of a requirement impractical or undesirable, such as existing grades, or the preservation of existing natural features or views;
- Strict adherence to the requirements would impede pedestrian safety or emergency vehicle access to a site;

- A project proposes features that make the project more desirable or attractive than strict adherence to the ordinance would.

Waivers could include, but are not limited to:

- Reductions in plant material requirements;
- Substitution of some plant materials with others to achieve a better effect and appearance;
- Use of non-living screening when site constraints do not allow the normal living screening required on a site, such as for utility boxes
- Use of decorative paving materials in the Town Center or City West districts in place of some of the required foundation landscaping

Approval of waivers would be at the discretion of the Planning Commission, or other approving body as applicable.

- B. If a project is eligible for administrative review under Section 6.1.1.C and a waiver is required, the waiver may be granted administratively by staff under the standards of this Section.

6. Installation Specifications. [UNCHANGED except renumbered from 5]

7. Maintenance. [Renumbered from 6]

- A. Maintenance shall be carried out on an ongoing basis.
 - i. Maintenance of required plantings by the owner shall be carried out ~~so as~~ to present a healthy, neat and orderly appearance, free from dead plants, weeds, refuse, and debris.
 - ii. ~~It shall be unlawful to intentionally abuse or injure any tree on public or private property.~~
 - iii. ~~Trees shall be trimmed or pruned in a natural and proportionate manner per the species/cultivar's natural appearance, in accordance with best management practices of the landscape industry. If severe or aggressive trimming or pruning of a tree that was required to be planted as part of a development plan occurs such that the ordinance's intent for the trees is compromised, the property shall be considered in non-conformity with this ordinance, and the Director of Community Development or the City's Forester may require the removal and replacement of such tree in accordance with this Chapter.~~
- B. ~~To insure proper maintenance and as a condition of Final Site Plan approval, the City shall require the property owner to enter into and record with the office of the Oakland County Register of Deeds a Landscape Maintenance Agreement, or include such provisions as part of subdivision restrictions or condominium master deed, each of which shall be approved by the City Attorney. Such instrument shall identify the minimum plan of maintenance, the person or entity responsible for maintenance, and shall provide the procedure, authority and finance for City cure of breaches by the responsible entity. Such instrument shall also include provisions that:~~
 - ii. All unhealthy and dead material shall be replaced within three (3) months, or the next appropriate planting period, whichever is deemed appropriate by the City;

- iii. Plantings shall be guaranteed for two (2) growing seasons after the date of the acceptance of the installation;
 - iv. Tree stakes, guy wires and tree wrap are to be removed after one winter season;
 - v. All landscaped areas shall be provided with a method of providing water for the landscaping during establishment and long-term survival. A permanent irrigation system or other method of providing water on a regular basis must be installed if plantings that require a consistent source of water for survival are part of the landscape;
 - vi. The use of plantings that don't require regular watering once established (xeriscaping), is encouraged. In that case, the applicant must provide a method for providing sufficient water for establishment, and a backup source of water, such as hose bibbs or a statement that water trucks or other means will be used in times of extreme drought. Locations of hose bibbs on the building must be shown on the landscape plan if they will be used;
 - ~~vii. Plantings shall be guaranteed for 2 growing seasons after the date of the acceptance of the installation; and~~
 - ~~viii. Tree stakes, guy wires and tree wrap are to be removed after one winter season;~~
 - vii. If grass or weeds exceed the height specified in Chapter 21 of the Novi Code of Ordinances, or if shrubs are allowed to obstruct vision across any portion of parking or boulevard islands, or within corner clearance vision zones, and the responsible party is unwilling to rectify the problem, the City will abate such violations and shall assess the cost of such abatement measures in the manner proposed by the developer and approved by the City in such instrument.
- B. It shall be unlawful to intentionally abuse or injure any tree on public or private property.
- C. Trees shall be trimmed or pruned in a natural and proportionate manner per the species/cultivar's natural appearance, in accordance with best management practices of the landscape industry. If severe or aggressive trimming or pruning of a tree that was required to be planted as part of a development plan occurs such that the ordinance's intent for the trees is compromised, the property shall be considered in non-conformity with this ordinance, and the Director of Community Development or the City's Forester may require the removal and replacement of such tree in accordance with this Chapter.
- D. Phragmites and Japanese Knotweed Control
- i. If Phragmites australis (commonly known as Giant Reed) or Japanese Knotweed (Fallopia japonica ~~or~~ and related species) are found on the property, all populations of it in the immediate areas of the project shall be shown on the plan. A plan for the species' removal shall be added to the site plan that includes treatment by a licensed pesticide applicator, using MDEQ approved means, at the time of site preparation, or the soonest appropriate time after that, and follow up treatments shall be performed as necessary. The City's Landscape Architect shall determine the extent to which such treatment is required, given the size and condition and other factors related to the property.
 - ii. The invasive species' population(s) will be inspected by the City's Landscape Architect at the time of the landscape inspection for approval of the installed landscape. If they were treated prior to such inspection, a copy of the invoice from the vendor who performed the work shall be provided to the City. If it is to be treated after the inspection, the invoice shall be sent to the City when the work is complete. A note to this effect shall be included in the plans with the other notes regarding treatment of the Phragmites and/or Knotweed on the

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site. All treatment reports shall be provided to the City's Landscape Architect or designated alternate.

iii. – v. [UNCHANGED]

7. Responsibility and Certificates of Occupancy. [UNCHANGED]

Part II.

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

PART III.

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

PART IV.

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

PART V.

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

MADE, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, ON THE ____ DAY OF _____, 2026.

JUSTIN P. FISCHER, MAYOR

CORTNEY HANSON, CITY CLERK

Ayes:
Nays:
Abstentions:
Absent:

**PROPOSED CHANGES TO
LANDSCAPE DESIGN MANUAL – DRAFT**

CITY OF NOVI

LANDSCAPE DESIGN MANUAL



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Part I.	Supplemental Requirements and Procedures
Part II	Screening Opacity Diagrams
Part III.	Standard Planting Details
Part IV.	Street Tree List
Part V.	Suggested Plant Material List

NOTE:

In addition to this Landscape Design Manual and Section 5.5 of the Zoning Ordinance, issues related to landscaping are also addressed in the following sections of the Novi Code of Ordinances. Please consult these for other possible impacts on a project.

(Note: the following list is provided as an aid and does not guarantee that other ordinances may not have an impact on landscaping):

ZONING ORDINANCE:

Ordinance Section #	Title/Relevant Section
3.6	Notes to District Standards
3.6.M:	Wetland/Watercourse setback
3.9.7	MH-Mobile Home district buffer
3.11:	GE Gateway East District – particularly section 6
3.12:	Special Development Option (SDO) for the GE District
3.14.4, 3.14.5.B&E:	I-1
3.15.1.B, 3.15.2:	I-2
3.19.3&7.D:	OST Retail Service Overlay
3.20.2.A&C:	OST Required Conditions
3.21.2.A.iii&iv:	PSLR Overlay
3.22	P-1
3.23.1.vi	Conference District
3.27.1. C,D,F	TC and TC-1 Required Conditions
3.28.6&10	One Family Clustering Option
3.29.2	RUD buffering
4.12.1	Day Care screening

4.13.2	Recreation Areas/Centers
4.19.2.F	Accessory Uses – Refuse Bin
4.37.4	Drive-in businesses
4.40.2.F	Fast food restaurants
4.55	Outdoor Storage Yards
4.58	Junkyards
4.74	Parking for Sale of Motor Vehicles in P-1 District
4.80.1.B & 2.B	Open Air Businesses
4.86.H	Other Uses not Included in a District – Towers
5.2	Off-Street Parking
5.3	Off-Street Stacking, Parking Lot Layout Standards
5.4.2	Loading Zone Screening for Business and Other Commercial Zoning
5.9	Corner clearance
5.11	Fences

CODE OF ORDINANCES

Ordinance Section #	Title/Relevant Section
11-143	Design Considerations – drainage/slopes
12 Article V, 12-275	Wetland and Watercourse Protection
29	Soil – including Sedimentation Control
36	Waterways
37	Woodlands Protection

SUPPLEMENTAL REQUIREMENTS AND PROCEDURES

The following Supplemental Requirements and Procedures shall apply to any landscape plan required under Section 5.5 of the City of Novi Zoning Ordinance. In the event of inconsistency between the provisions of that ordinance, or any other ordinance of the City, and these supplemental requirements and procedures, the ordinance provisions shall prevail.

1. Landscape Screening/Buffer Requirements

a. Residential Adjacent to Non-Residential

(1) Berm Requirements.

- (a)** The berm shall be landscaped and maintained in a clean, orderly, and growing condition.
- (b)** The berm must be planted with a combination of trees, shrubs, sod or other living ground covers.
- (c)** A minimum opacity shall be provided and maintained at 80% winter opacity and 90% summer opacity at the required height within 2 years of installation. This level of opacity shall be provided wherever screening is called for in this ordinance. Opacity includes an intermittent visual obstruction height of 20 feet, as well as the required screening capacity. (See Obscuring Earth Berm Diagrams in this section for examples of landscaping layouts that provide the required opacity.) The intermittent screening does not have to provide 80-90% opacity above 6 feet, but it should have at least 50% summer opacity.
- (d)** Landscaping shall provide the required opacity primarily by using a dense planting of evergreen trees or shrubs. Spacing of the plant materials shall be in accordance with the Plant Material Spacing Chart below and the attached illustrations. Groupings of canopy deciduous trees, subcanopy trees and/or shrubs that provide similar opacity as the illustrations may also be used to provide screening, especially for the intermittent obstruction. As an example, densely-branched deciduous plant material two (2) or more layers deep and/or evergreen plant material may be used to achieve the required opacity.
- (e)** The berm and landscaping materials shall be irrigated with an underground watering system or have an operational hose bibb within 100 feet of the landscaping.
- (f)** The required minimum and maximum distances between proposed plant materials within this Section for screening and landscape purposes are as follows or as determined by the City Landscape Architect or City Forester based upon accepted principles not specified in the chart:

(Recommended distances are dependent on species' mature sizes and their size within 2 years of planting to attain opacity requirements. Recommended maximum spacing distances do not apply to other landscape requirements such as street tree spacing, greenbelt buffering, woodland replacement trees or foundation plantings).

Table 1.a.(1)(f): Plant Material Spacing Relationship Chart for Landscape Purposes

Plant Material Types Spacing (on-center)		TO					
		Large Evergreen Tree	Narrow Upright Evergreen	Deciduous Canopy Tree*	Deciduous Subcanopy Tree*	Large Shrub	Small Shrub
FROM	Large Evergreen Tree	Min. 15 ft Max. 25 ft	Min. 12 ft	Min. 20 ft	Min. 15 ft	Min. 15 ft	Min. 10 ft
	Narrow Upright Evergreen	Min. 12 ft	Min. 2.5 ft Max. 10 ft	Min. 15 ft	Min. 10 ft	Min. 5 ft	Min. 3-5 ft
	Deciduous Canopy Tree*	Min. 20 ft	Min. 15 ft.	Min. 20 ft	Min. 15 ft	Min. 5-7 ft	Min. 3-5 ft
	Deciduous Subcanopy Tree*	Min. 15 ft	Min. 10 ft	Min. 15 ft	Min. 10 ft	Min. 5-7 ft	Min. 3-5 ft
	Large Shrub (6-15+' tall)	Min. 15 ft	Min. 5 ft	Min. 5-7 ft	Min. 5-7 ft	Min. 5 ft Max. 10 ft	Min. 3 ft Max. 6 ft
	Small Shrub (0-5.9' tall)	Min. 10 ft	Min. 3-5 ft	Min. 3-5 ft	Min. 3-5 ft.	Min. 3 ft Max. 6 ft	Min. 3 ft Max. 6 ft

* Fastigate/columnar trees may require closer spacing to achieve required opacity.

- (g) Berms shall be constructed of loam soils with a 6" top layer of topsoil and shall be free of construction materials and debris. Where possible, they shall be undulating in height, and they shall always maintain at least the minimum height required in Zoning Section 5.5.3.A.ii.
- b. Developments Adjacent to Public Rights of Way
 - (1) Berm Requirements
 - (a) Berms are to vary in height and width
 - (b) The minimum height specified in Zoning Section 5.5.3.B.ii.f should always be met by the berm, with variations in height taller than the minimum.
 - (2) Plant Material Location Spacing

- (a) In order to assist emergency vehicles, create view channels to business address at a 20-40 degree angle for approaching vehicles from both directions of traffic
 - (b) The base of any permitted display platform must be totally screened by shrubs at least 2 feet in height.
- (3) Shopping Centers and sites adjacent to freeways or other major corridors are highly visible. Therefore, a strong emphasis shall be placed on the design of landscaping that achieves substantial aesthetic enhancement, and a diminution of paving and parking views along these corridors.

2. Residential Subdivision Planting Requirements

- a. Single-family platted subdivisions or residential site condominiums.

- (1) Street Tree Spacing. Trees shall be provided in front of each residential lot in the area between the sidewalk and the curb as described in the Charts below:

- i. Minimum planting area widths:

Table 2.a.(1).i Recommended Tree Sizes for ROW areas

Tree Species Type	Lawn width (curb to sidewalk)
Small Tree (Deciduous Subcanopy)	4-6 feet
Medium Tree (Deciduous Subcanopy and Canopy)	6-8 feet
Large Tree (Deciduous Canopy)	>8 feet

- ii. Minimum spacing:

Table 2.a.(1).ii Recommended Tree Spacing for ROW areas

Tree Species Type	Tree Height	Distance between trees (on average)
Small Tree (Deciduous Subcanopy)	Up to 20'	Min. 20'
Medium Tree (Deciduous Canopy and Subcanopy)	20-40'	Min. 30'
Large Tree (Deciduous Canopy)	>40	Min. 35'

- (2) Street Tree Location. Large street trees shall be planted in front of each lot in the right-of-way in accordance with the following standards for large deciduous canopy trees :

Table 2.a.(2) Street Tree Requirements for Single Family Residential Lots

Lineal Frontage*	Trees Required
<70 feet	1 tree
> or =70 feet	2 trees

> or =105 feet	3 trees
> or =140 feet	4 trees
> or =175 feet	5 trees

* Driveway width and corner clearance zones may be subtracted from the lineal frontage.

- (a) Corner lots shall have trees planted along both streets in accordance with the above requirements for each frontage, provided that trees are not planted within the 25 foot corner clearance zone (Section 5.9) or Road Commission for Oakland County (RCOC) required clear vision zone.
 - (b) Subdivision open spaces shall have street trees located within the right-of-way at a rate of 1 tree per 35lf (not including frontage in clear vision zones).
 - (c) Trees shall not be planted closer than 10 feet from any driveway.
 - (d) Distances between trees and curbs or sidewalks shall be:
 - 1. At least (4) feet for deciduous canopy trees and 2.5' for subcanopy trees.
 - 2. At least 5 feet for shrubs behind curbs with angled or perpendicular parking
 - (e) If subcanopy trees are to be used as street trees for tight planting areas and under utility lines, only use species/varieties which can be attractively pruned per city standards (a minimum ground clearance of 14 feet on the street side and 10 feet on the non-street side).
 - (f) No deciduous canopy tree, subcanopy tree or evergreen tree shall be planted closer than 15 lateral feet from any overhead utility wire, or closer than 10 lateral feet from any fire hydrant, catch basin or manhole. Effort should also be made to keep all trees at least 5 feet away from underground utility lines.
- b. Single-family or residential site condominiums with no lot lines.
- (1) Street Tree Requirement: 1 canopy or 1.5 ornamental trees per residential unit.
 - (2) Tree Placement: In front of residential unit in the area between the sidewalk and the curb as described in the Charts below:

Minimum planting area widths:

Table 2.b.(1) Recommended Tree Sizes for ROW areas

Tree Species Type	Lawn width (curb to sidewalk)
Small Tree (Deciduous Subcanopy)	4-6 feet
Medium Tree (Deciduous Subcanopy and Canopy)	6-8 feet
Large Tree (Deciduous Canopy)	>8 feet

- c. Island and Boulevard Planting.
 - (1) A mixture of shrubs, groundcover, perennials, and/or ornamental grasses, as well as canopy and sub-canopy trees, is to be provided.
 - (2) Maintenance of such areas shall be the responsibility of the subdivision association.
 - (3) At least 75% of the area shall be landscaped with a combination of plantings other than lawn. The remaining 25% of area can be lawn if desired.
 - (4) Refer to Zoning Ordinance Section 5.9 for corner clearance requirements for boulevards.

3. Detention and Retention Basin Landscaping Requirements

- a. Large deciduous canopy trees shall be planted at a rate of 1 tree per 35 lf of the pond edge measured at the permanent water line, 6-10 feet away from the permanent water level, around the east, west and south sides of the pond to provide cooling shade for the pond. Woodland replacement trees may be used to meet some or all of the tree requirement if a conservation easement to protect them is provided.
- b. Clusters of large native shrubs shall cover 70-75% of the basin perimeter measured 10 feet from the permanent water level, or pond bottom for ponds designed to empty after 24-48 hours. Shrubs should be clustered at a distance approximately 10 feet from the permanent water level line or pond bottom but shouldn't be arranged in a straight line.
- c. At least three different shrub species native to Michigan shall be used. Straight species are preferred. Dwarf cultivars with mature heights less than 5 feet do not fulfill the size requirement.
- d. The bottom and sides of the basin(s) extending 25 feet from the permanent water level shall be planted with a mix of native grasses, sedges and wildflowers and be maintained at a natural height (not mowed as lawn) to discourage use by waterfowl. The application of fertilizer and pesticides on grass areas in the basin shall be limited to the initial establishment of the groundcover.
- e. Contact the City's wetland consultant when specifying basin seed mix. The seed mix(es)' species composition and cover crop(s) should be included on the landscape plan, as well as clear indications of where each mix should be applied. A plan for the successful establishment and maintenance of the groundcover should also be included on the landscape plan.
- f. Prior to seeding, the area to be seeded shall be ripped to a depth of 18" to remove soil compaction. The seeding area shall be prepared per the recommendations of the native seed vendor.
- g. The landscape contractor shall send a photo of the seed bag from the seed being planted to the city landscape architect or city environmental consultant or landscape architect to verify that an acceptable mix is being used. A note to this effect shall be added to the plan sheet with the seed mixes.

- h. Utilize anti-waterfowl devices while establishing plantings, such as string matrix or string edge or other approved method.

4. Tree species diversity (includes canopy, subcanopy and evergreen trees).

In order to avoid landscape disasters like the Dutch elm disease and Emerald Ash Borer infestations, where overplanting of a single type of tree (elm, ash) resulted in large scale tree replacements, a diversity of tree species is to be used for all projects requiring site plan approval.

- a. When fewer than 200 trees are proposed, not more than 25% of the proposed tree plantings shall be of one genus and not more than 15% shall be of a single species.
- b. When 200 or more trees are proposed, not more than 15% percent of the tree plantings shall be of one genus and not more than 10% shall be of a single species.
- c. Variations from these percentages shall be at the discretion of the City Forester or Landscape Architect. (See Novi Street Tree List).
- d. The breakdown of the species and genera used shall be added to the plant list in a format similar to that shown in the table below:

Table 4.e: Sample Species Breakdowns

Symbol	Scientific Name	Common Name	Size	Qty	Genus %	Species %
AL	Amelanchier laevis	Serviceberry	6-7' ht	20	12%	12%
AR	Acer rubrum	Red Maple	2.5" cal.	25	15%	15%
CA	Cornus alternifolia	Pagoda Dogwood	6-7' ht	20	18%	12%
CF	Cornus florida	Flowering Dogwood	1.75" cal.	10		6%
MS	Malus 'Snowdrift'	Snowdrift Flowering Crabapple	1.75" cal.	5	3%	3%
PO	Platanus occidentalis	Sycamore	2.5" cal.	25	15%	15%
PS	Pinus strobus	Eastern White Pine	6-7' ht	10	6%	6%
QB	Quercus bicolor	Swamp White Oak	2.5" cal.	10	21%	6%
QR	Quercus rubra	Red Oak	2.5" cal.	25		15%
UA	Ulmus americana 'Princeton'	Princeton American Elm	2.5" cal.	15	9%	9%
Total				165	100%	100%

- e. The above requirements do not apply to woodland replacement trees.
- f. Woodland tree replacement species shall have roughly the same composition as the native trees removed in order to maintain some semblance of the impacted woodland (except in the cases of elm, ash or other species which are known to have major survivability issues due to environmental factors).
 - i. No more than 10% of the credits planted on site may be evergreen trees.
 - ii. Native maples may be used as substitutes for boxelders. Varieties of native elm species shown to have good resistance to Dutch elm disease may be used as replacements for elms.
 - iii. The counts of woodland replacement trees shall not be included in the breakdown described above (items a-d).

- g. Shrubs: While shrubs are not subject to the requirements above, efforts toward using a diversity of shrub species should also be used for the same reasons described above.

5. Parking Area Landscaping Requirements

- a. Landscape designs shall utilize plant materials which enhance infiltration of storm water, such as those with deep root systems. Designs to lessen runoff are preferred. Wherever possible, designs should utilize vegetated swales, weirs and basins within and around the parking areas to create an attractive storm water system that promotes storm water infiltration.
- b. Salt-tolerant plants material native to the state of Michigan are preferred.
- c. Parking area landscaping materials within parking lot islands shall be maintained at 3 feet in height or less above adjacent paving for clear sight distance within the parking islands.
- d. Evergreen trees are not allowed in any parking islands unless the applicant can demonstrate that all clear sight distances shall be maintained and a note in a form approved by the City Attorney is added on the final approved site plan stating that the City of Novi is not responsible for any accidents caused by the lack of clear sight distance
- e. All landscaping shall be maintained in a healthy condition and replaced as necessary.
- f. Name, type and number of groundcover plants (including seed or sod) proposed on islands are to be specified on the landscape plan.
- g. Parking area islands may not utilize mulch as the only groundcover. It is only allowed in association with trees or shrubs planted within an island (the ring of mulch around a tree, or within and around shrub beds). Rock or gravel mulches shall not be used adjacent to vehicular use areas.

6. Transformers/Utility Boxes/Irrigation Control Boxes

All transformer and utility boxes shall be screened from public view in an attractive manner, but shall allow safe access to said facilities.

- a. Plant materials shall be maintained at a height at least equal to the transformer, utility box or irrigation control box.
- b. Screening plant material shall be evergreen or densely-branched deciduous shrubs.
- c. A minimum of 2 feet separation is required between the structure and the full growth potential of plant material at maturity.
- d. Groundcover is allowed up to the transformer pad, if it is kept below 4" in height.
- e. Doors of transformers must be accessible. No plant materials are to be placed within 8 feet of the front of the doors but the doors shall be screened from view.
- f. A detail of transformer screen plantings and locations of all transformers must be provided with the landscape plans.

- g. Safety is the first priority when screening transformers and utility boxes. If plantings are above 2 feet in height, they cannot be placed in the corner clearance (refer to Section 5.9).
 - h. A solid fence or wall may be approved if warranted by safety or site limitations.
7. **Dumpsters/Trash Containers** – Required screening for Dumpsters/Trash Containers is described in Chapter 21-145 and Zoning Ordinance Section 4.19.2.f. No additional landscaping is required.
8. **Fire Hydrants/Fire Department Connections** – Plantings shall be kept away from or below hydrants and Fire Department Connections, so they are not obscured from view and are easily accessed.

9. Landscape Plan Requirements

A landscape plan shall be submitted for:

- any new commercial or residential development
- any addition to an existing building that is equal to or greater than a 25% increase in the overall square footage of the building or 400 square feet, whichever is less
- any increase of 5 spaces or more to a parking lot, or equivalent paving area

An owner of a single-family home site shall not be required to comply with the provisions of this section.

The landscape plan shall contain the following information:

- a. Name, address and telephone number of the owner and developer or association.
- ~~b.a. Name, address and telephone number of the Registered or Licensed Landscape Architect who created the design or is responsible for its accuracy and adherence to city standards.~~
- ~~e.b.~~ A legal description or boundary line survey of the site on which the work is to be performed.
- ~~d.c.~~ Project Name and address (or other information showing the site location).
- ~~e.d.~~ Zoning districts of the proposed site and adjacent properties.
- ~~e.~~ Miss Dig contact information on all sheets.
- ~~f.~~ Name, address and telephone number of the Registered or Licensed Landscape Architect who created the design or is responsible for its accuracy and adherence to city standards.
- ~~f.a.~~ Miss Dig contact information on all sheets.
- g. The seal of a Registered or Licensed Landscape Architect responsible for the plans (on Final Site Plans and Stamping Sets). Live signature of the landscape architect is required on Stamping Sets.

- h. The soil type(s) on site as determined by the Soils Survey of Oakland County, Michigan published by the United States Department of Agriculture Soils Conservation Service.
- i. A plan of the site at a scale that matches other plans in the plan set and is legible with proper north indication. In addition, for reviewing purposes, the landscape plan shall be submitted in a scale not to exceed 1"=20' for detailed areas, 1"=60' for large areas. Variations from this scale requirement may be approved by the City Landscape Architect as long as the different scale provides sufficient detail, legibility and ease of use for evaluation. This plan should include:
 - (1) Proposed topography at a maximum of ~~2-foot~~2-foot contour intervals, extending at least 50 feet beyond the site boundary. For berm, wall areas and steep topography, contour intervals shall be shown at 1 foot.
 - (2) Location, type and size of all existing plant materials showing those materials to be saved, to be moved and to be removed.
 - (a) If there is no existing vegetation, the plan shall note that.
 - (b) If the site includes regulated woodlands or wetlands, the plan shall identify the locations of regulated natural resources with the appropriate boundary determinations.
 - (c) A tree survey that includes all regulated trees within the area of disturbance and a corresponding tree chart that includes tree tag #, species, size (dbh), and whether it will be saved or removed.
 - (d) Tree protection fence locations must be shown on Removal/Demolition and Grading Plans/Soil Erosion Control plans.
 - (e) All trees 8" dbh or greater within 50 feet of construction shall also be included in the tree survey.
 - (f) Trees in woodlands or other areas at least 50 feet away from construction that will not be impacted do not need to be identified individually, but the cover of those areas should be generally noted (e.g. dense woodland, open, scrub/shrub, wetland) and the area noted as "To Remain" or "To Be Saved". See Woodlands Protection Ordinance, Chapter 37 and Wetlands Protection Ordinance, Chapter 12 for additional plan requirements.
 - (3) Locations of all existing and proposed buildings, easements, parking spaces, vehicular use areas, proposed ground sign locations, flagpole locations, public rights-of-way, existing and proposed overhead and underground utilities, including the locations of hydrants, utility boxes and trash receptacles. Dimensions shall be shown from overhead utility poles.
 - (4) Location, type and size of all proposed plant materials. For Final Site Plan submittals, plants shall be indicated with actual plant material names or symbols linked to a plant list.

- (5) All plantings shall have unique labeling to indicate the requirement they are intended to satisfy (i.e. interior parking, parking perimeter, woodland replacement, right-of-way greenbelt, street trees, foundation planting, etc.)
- (6) Corner Clearance Zones at driveways and road intersections. (See Section 5.9 or Road Commission for Oakland County clear vision requirements, depending on the road jurisdiction).
- (7) An indication of area(s) clear of trees or shrubs for snow depositing areas in winter.
- j. Right-of-way greenbelt, street tree, foundation and other landscaping calculation requirements, including the amount required and the amount provided. Include labels in square feet for all landscape areas intended to satisfy landscape requirements.
- k. Parking lot landscaping calculations, including interior and perimeter requirements, should include the amount required and the amount provided. Include labels in square feet for all landscape areas intended to satisfy landscape requirements.
- l. A planting schedule for all proposed landscape materials showing the quantity of materials for each species, botanical and common names of plant materials, caliper sizes or container sizes, height of material where applicable, root type balled and burlapped or potted), type and amount of mulch.

(At least 50% of all species used, not including those used for woodland replacements, or in seed mixes, shall be species native to Michigan, and preferably Oakland County. (www.michiganflora.net may be used as a reference to determine whether a species is native).
- m. An itemized cost estimate for all new plantings, mulch, seed and sod contained on the planting plan must be provided on the Final Site Plans. The costs for this should be from the Community Development Fees standard costs on the Community Development website, not estimates, unless there is no comparable standard cost, in which case estimates are acceptable.
- n. Planting details for evergreen trees, deciduous trees, multi-stem trees, tree guys, shrubs, and perennials/ground covers, as applicable to the plan. (See typical City of Novi Tree Planting Details).
- o. A plan for site preparation, seeding, establishment and maintenance of any native seed mixes per the direction of the native seed vendor.
- p. When berms are included on the plans, a representative berm cross-section including slope, height and width, construction of loam with 6" top layer of topsoil, type of ground cover, and labeled contour lines. Show where overhead utility lines exist or are planned, and the required setback of 15 feet from the edge of the utility or 20 feet from the closest pole for canopy trees. (See Berm Cross-Section Diagram).
- q. Wall detail(s), when applicable, with notes indicating materials, height and type of construction and footings. Wall designs and calculations for any walls greater than or equal to 3 ½ feet ~~48 inches~~ in height must be provided by a design or structural engineer and approved with building plans
- r. Fencing details – tree protection, screening and decorative fencing
- s. Notes required:

- (1) A note indicating the proposed estimated planting dates (should be between March 15 and November 15).
 - (2) A statement of intent to guarantee the plant materials for 2 years from the date of acceptance and maintain all such landscaped areas in accordance with the requirements of this ordinance.
 - (3) A note indicating that the plants should be Upper Midwest/Great Lakes grown.
 - (4) A note stating that the property's landscape will be maintained per the approved final site plan in perpetuity, per Zoning Ordinance Section 5.5.7, including replacement of all dead or failing plant material within three (3) months of its discovery, or the next appropriate growing period.
- t. Plans for irrigation, or alternative means of providing sufficient water for establishment and long-term survival must be provided with final site plans. If an area is landscaped with plant species that do not require irrigation (xeriscaping), no permanent irrigation system is required, but the plants must be watered as necessary until they are established with a temporary system, hose(s) or portable water tanks. In that case, hose bibb locations within 100 feet of the plantings or other water sources must be noted on the plans.
- u. If an irrigation system will be used, plans for it must be provided with final site plans.
- v. Other information or data as may be required in other sections of this ordinance, and additional information or data as reasonably required by the Planning Commission.

10. Plant Material Requirements

a. General Conditions / Plant Requirements.

Wherever in this Ordinance landscaping plantings are required, such landscape plantings shall be subject to the following conditions:

- (1) For all plant materials, plants native to Michigan and, ideally, Oakland County, are to be the first choice. No fewer than 50% of the species used, not including those for woodland replacements or in seed mixes, shall be native. The source of the native plants should be local or of the North Midwest America/Great Lakes region.
- (2) All plant materials shall be northern nursery grown, No. 1 grade, and installed according to accepted planting procedures. All plant materials shall meet current American Association of Nurserymen Standards. They shall be planted according to City of Novi Planting Details and specifications. The City shall have the right to inspect the plant materials prior to planting and to reject any plant materials deemed not to meet the standards of this ordinance.
- (3) The selection, spacing, and sizing of plant materials shall depend on the use to which the plantings are to be placed. A mixture of plant materials (evergreen and deciduous trees and shrubs) and plant species is required in all landscape plans as a protective measure against disease and insect infestation. Plant materials used together in groupings for screening shall meet the on-center spacing requirements as set forth in this Section 1.a.

- (4) Plant materials, except lawn, ground covers or creeping vine type plantings, shall be located at least 4 feet from the property line, as measured to the trunk of deciduous canopy or subcanopy trees, or to the mature dripline of shrubs and evergreens.
 - (5) Where plant materials are placed in 2 or more rows for screening, plantings shall be staggered from row to row.
 - (6) All trees shall have a central leader and a radial branching structure. Park grade trees are not acceptable. All trees, except those of 1" caliper or less, shall be balled and burlapped (B & B).
 - (7) Any deciduous canopy trees with branches that might tend to develop into "V" crotches shall be subordinated so as not to become dominant branches.
 - (8) Miss Dig must be notified to locate all underground utilities before planting begins.
- b. Plant Materials.

For suggested plant materials and information by categories of Native, Interest, Woodlands Replacement, Canopy, Street Tree, Growing Conditions, and Nurseries, see separate Suggested Plant Materials List (Part V). This list is not to be considered all-inclusive of acceptable plant materials and may be amended periodically.

(1) Existing Plant Material

- (a) Existing plant material is to be preserved as a first priority. Refer to Chapter 37, Woodlands Preservation Ordinance or Chapter 12, Wetlands and Watercourse Ordinance, for specific standards regarding preservation of these natural resources.
- (b) In instances where existing healthy plant material is proposed to be saved on a site prior to its development and is *not* regulated by Chapter 37, Woodlands Preservation Ordinance, or Chapter 12, Wetlands and Watercourse Ordinance, the applicant may apply to adjust the application of the landscape standards to allow such plant material to substitute for planting if such an adjustment is in keeping with, and will preserve, the intent of this Section.
- (c) For approval of substitutions, the existing preserved plant material shall be of high quality as determined by the City. Trees listed as Prohibited Plantings, and materials required to be preserved under Chapter 12, Article V, and under Chapter 37 of the Ordinance Code, will not receive credit under this provision.
- (d) All removals shall be clearly marked as to be removed with an X or R on the plan view, and on the accompanying tree chart/list (show as Saved or Removed). The tree labels for existing trees 8 inches dbh and larger to remain should appear on the Landscape Plan (plan view).
- (e) Protective fencing and preservation techniques will be required for all vegetation to be saved where there is a chance that construction activities

could damage it. The location of tree protection fencing and the City Protection Fencing Detail are to be shown on the Demolition/Removal Plan and Grading plans. Large masses of protected vegetation should be labeled “To be saved” or “To Remain” on the Landscape Plan and on the Demolition/Removal Plan and Grading Plan.

- (f) Landscape credit for preserved canopy trees, which do not fall within a regulated Wetland or Woodland, may be used to fulfill woodland replacement credits that may be required if they are not prohibited and/or invasive species. These replacements shall be at the following rate:

Table 10.b.(1)(f): Landscape Tree Credit Chart

Diameter of Trunk of Preserved Tree*	Number of Tree Credits
36” or greater caliper	7 trees
>29 to 36” caliper	6 trees
>23 to 29” caliper	5 trees
>17 to 23” caliper	4 trees
>12 to 17” caliper	3 trees
>7 to 12” caliper	2 trees
3 to 7” caliper	1 tree

* The tree trunk diameter measurement shall be rounded off to the nearest whole inch at a height of four and one-half (4.5) feet above the natural grade. (Diameter at Breast Height, D.B.H.)

- (g) Existing, non-prohibited trees may also be used to fulfill some or all of the required street tree, greenbelt or parking lot perimeter plantings, at a 1 for 1 basis if they are located in appropriate locations

(2) Proposed Plant Material

(a) Plant Sizes.

- i. The minimum sizes are as follows:

Table 10.b.(2)(a).i – Minimum plant sizes by application

Planted Material Types	Deciduous Canopy Trees	Large Evergreen Trees	Deciduous Subcanopy Trees (5)	Upright Evergreens	Large Shrubs	Small Shrubs (6)	Perennials, Ornamental Grasses
R-O-W Plantings (4)	2.5” cal.	8’ ht.	2” cal.	6’ ht.	36-42” ht.	18-24” ht.	1 gal. cont.
Street Trees (4)	2.5” cal.	n/a	2” cal.	n/a	n/a	n/a	n/a
Woodland Replacement Trees (2)	2.5” cal.	6’ @ 3:2 Ratio	(3)	(3)	(3)	(3)	(3)
All other	3” cal.	7’ ht.	2.5” cal.	6’ ht.	36” ht.	24” ht.	1 gal. cont.

Footnotes:

- (1) The City Landscape Architect may permit smaller sizes upon receipt and review of sufficient documentation that required minimum sizes are not readily available.
- (2) Refer to Chapter 37-8(b) for acceptable species.
- (3) Refer to Chapter 37-8(c) for use of this plant type for replacement credits.
- (4) Shall also apply to private road easements or other equivalent. QUESTIONS
- (5) Multi-stem trees are to be eight to ten (8-10) foot minimum height.
- (6) Spreading or horizontal shrubs are to be eighteen (18) inch width minimum.
- (7) _n/a: not allowed

- ii. To encourage a mixture of sizes, additional landscape credit can be given for larger-sized deciduous canopy trees and large evergreen trees as follows for Right-of-Way Greenbelt trees and Parking Lot Perimeter trees. (Upsizing credit is not allowed for woodland replacement trees, street trees or interior parking lot trees.)

Table 10.b.(2)(a).ii

Size	Total Tree Credits *
Large Evergreen Trees	
8' height	1.0
> 8' to 10' height	1.25
>10' to 12' height	1.5
>12' to 14' height	2.0
>14' height	2.5
Deciduous Canopy Trees	
3" caliper	1.0
>3" to 3.5" caliper	1.25
>3.5" to 4.5" caliper	1.5
>4.5" to 5" caliper	1.75
>5" caliper	2.0

* Where greater than minimum size listed above (Table 10.b.(2)(a).i).

Example: a 4" caliper deciduous canopy tree would count as 1.5 required landscape trees. A 13' high evergreen canopy tree would count as 2 required landscape trees.

The total number of trees required may be reduced through the use of these credits by a maximum of 33% (per category) (i.e. the total number of trees provided must be at least 67% of the total number of trees required based on the standard tree size, per category)

c. Prohibited Plants.

In order to promote native plant species diversity and to prevent the loss of habitat due to the spread of naturalized non-native plant species, the following species will be prohibited in planting plans:

Table 10.c – Prohibited Plants

Botanical Name	Common Name	Plant Type
<i>Acer negundo</i>	Boxelder	Deciduous Subcanopy Tree
<i>Acer platanoides</i>	Norway Maple	Deciduous Canopy Tree
<i>Acer saccharinum</i> **	Silver Maple	Deciduous Canopy Tree
<i>Ailanthus altissima</i>	Tree-Of-Heaven	Deciduous Canopy Tree
<i>Alnus glutinosa</i>	Black Alder	Deciduous Canopy Tree
<i>Berberis spp.</i>	Barberry	Small shrub
<i>Celastrus orbiculatus</i>	Round-Leaved Bittersweet	Vine
<i>Coronilla varia</i>	Crown Vetch	Perennial / Grass
<i>Echinochloa crus-galli</i>	Barnyard Grass	Perennial / Grass
<i>Elaeagnus umbellata</i>	Autumn Olive	Large Shrub
<i>Ginkgo biloba(female)</i>	Ginkgo (female)	Deciduous Canopy Tree
<i>Gypsophila paniculata</i>	Baby's Breath	Perennial / Grass
<i>Hypericum perforatum</i>	Common St. Johns-Wort	Small Shrub
<i>Iris pseudacorus</i>	Water Flag	Perennial / Grass
<i>Ligustrum spp.</i>	Privet	Small shrub
<i>Lonicera japonica</i>	Japanese Honeysuckle	Large Shrub
<i>Lonicera maackii</i>	Amur Honeysuckle	Large Shrub
<i>Lonicera tatarica</i>	Tartarian Honeysuckle	Large Shrub
<i>Lythrum salicaria</i>	Purple Loosestrife	Perennial / Grass
<i>Melilotus alba</i>	White Sweet Clover	Perennial / Grass
<i>Melilotus officinalis</i>	Yellow Sweet Clover	Perennial / Grass
<i>Morus alba</i>	White Mulberry	Deciduous Canopy Tree
<i>Polygonum persicaria</i>	Spotted Lady's Thumb	Perennial / Grass
<i>Populus alba</i>	White Poplar	Deciduous Canopy Tree
<i>Populus deltoides</i>	Eastern Cottonwood	Deciduous Canopy Tree
<i>Populus nigra</i>	Black Poplar	Deciduous Canopy Tree
<i>Populus tremuloides</i>	Quaking Aspen	Deciduous Canopy Tree
<i>Pyrus calleryana</i>	Flowering Pear	Deciduous Canopy Tree
<i>Rhamnus cathartica</i>	Common Buckthorn	Large Shrub
<i>Rhamnus frangula</i>	Glossy Buckthorn	Large Shrub
<i>Rhamnus frangula angustifolia</i>	Narrow-Leaved Glossy Buckthorn	Large Shrub
<i>Ribes americanum</i>	Wild Black Current	Small Shrub
<i>Robinia pseudoacacia</i>	Black Locust	Deciduous Subcanopy Tree
<i>Rosa multiflora</i>	Japanese Rose	Large Shrub
<i>Salix alba</i> **	White Willow	Deciduous Canopy Tree

<i>Salix babylonica</i> **	Weeping Willow	Deciduous Canopy Tree
<i>Salix nigra</i> **	Black Willow	Deciduous Canopy Tree
<i>Ulmus americana</i> *	American Elm	Canopy Deciduous Tree
<i>Ulmus pumila</i>	Siberian Elm	Canopy Deciduous Tree
<i>Vinca minor</i>	Common Periwinkle	Groundcover

* Disease resistant cultivars are acceptable

** Allowed under special circumstances

d. Recommended Trees for Planting Under Overhead Utilities:

Table 10.d – Trees for Under and Near Overhead Utility lines

Botanical Name	Common Name
<i>Acer campestre</i>	Hedge Maple
<i>Acer griseum</i>	Paper Bark Maple
<i>Amelanchier sp.</i>	Serviceberry
<i>Carpinus caroliniana</i>	Musclewood
<i>Cercidiphyllum japonicum</i>	Katsura Tree
<i>Cercis canadensis</i>	Eastern Redbud
<i>Cornus alternifolia</i>	Alternate Leaf Dogwood
<i>Cornus florida</i>	Flowering Dogwood
<i>Cornus kousa</i>	Japanese Dogwood
<i>Cornus mas</i>	Cornelian Cherry Dogwood
<i>Crataegus sp.(thornless)</i>	Hawthorn sp. (thornless)
<i>Magnolia soulangiana</i>	Saucer Magnolia
<i>Malus hybrids</i>	Flowering Crabapple
<i>Syringa reticulata</i>	Japanese Tree Lilac
<i>Viburnum lentago</i>	Nannyberry
<i>Viburnum prunifolium</i>	Blackhaw Viburnum

(Choose varieties with mature heights less than lowest power line if directly below lines)

e. Collected or Transplanted Trees

- (1) All collected trees shall be from on site and inspected by the City. Trees may be rejected for reasons of insect infestation, disease or standards set forth in this ordinance. Such plant material may be rejected either in full or in part.
- (2) All transplanted trees shall be in good health and conform to standards set forth in Section 910.

- (3) The root ball of any transplanted tree shall measure 1 foot for each inch of trunk diameter measured 12" above the root flare or graft collar.
- (4) If trees are to be stored, they shall be burlapped and heeled in with mulch in a pre-determined area approved by the City.
- (5) The trees shall be provided with a working irrigation system approved by the City to ensure their viability during storage.

11. Nonliving Durable Material

- a. Mulch for all plantings shall be premium shredded hardwood and shall not be artificially colored. No cypress wood mulch or rubber mulch is to be used.
- b. Trees shall be mulched to a maximum of 3 inches overall depth at planting.
- c. Shrubs, groundcovers and perennials shall be mulched to a maximum of 2 inches overall depth at planting.
- d. All lawn trees shall be planted with a 4 foot diameter circle of the shredded hardwood bark mulch.
- e. Mulch shall be pulled back 3 inches from the tree trunk in a circle down to the root ball dirt to expose the root collar to air. No mounding of mulch on the tree trunk is allowed at planting or in future applications of mulch.
- f. If a rootball's dirt is piled up on the trunk, it should also be removed to expose the root flare.
- g. For fire safety, shredded hardwood bark is not to be installed adjacent to or within 4 feet of buildings that are constructed of combustible materials. Plantings adjacent to combustible buildings shall be mulched with a non-combustible material ~~typically marketed as landscape mulch or rock~~. The color of such materials shall be natural and compatible with the building.
- h. Gravel or rock mulches are not permitted within or immediately adjacent to paved parking lots or roadways. Approval of type, depth and specific location for gravel mulch is to be approved by the City.
- i. Sphagnum peat/bog peat is harvested from functioning wetlands so it shall not be used for landscape purposes. Compost may be used as an alternative.
- j. Plastic or other artificial replicas of plant material are prohibited.

PLANNING COMMISSION MINUTES

EXCERPT – JUNE 10, 2026



PLANNING COMMISSION MINUTES

CITY OF NOVI
Regular Meeting
June 10, 2026 7:00 PM

Council Chambers | Novi Civic Center
45175 Ten Mile Road, Novi, MI 48375 (248) 347-0475

CALL TO ORDER

The meeting was called to order at 7:00 PM.

ROLL CALL

Present: Chair Pehrson, Member Avdoulos, Member Lynch, Member Reddi, Member Dismody, Member Roney, Member Verma

Staff: Lindsay Bell, Director of Planning; Elizabeth Saarela, City Attorney; Diana Shanahan, Planner; Rick Meader, Landscape Architect; Kate Purpura, Project Engineer

PLEDGE OF ALLEGIANCE

Chair Pehrson led the meeting attendees in the recitation of the Pledge of Allegiance.

APPROVAL OF AGENDA

Motion made by Member Lynch and seconded by Member Avdoulos to approve the June 10, 2026, Planning Commission Agenda.

ROLL CALL ON MOTION TO APPROVE THE JUNE 10, 2026, PLANNING COMMISSION AGENDA MADE BY MEMBER LYNCH AND SECONDED BY MEMBER AVDOULOS. *Motion carried 7-0.*

AUDIENCE PARTICIPATION

Chair Pehrson invited members of the audience who wished to address the Planning Commission during the first audience participation to come forward. Seeing no one, Chair Pehrson closed the first public audience participation.

CORRESPONDENCE

There was not any correspondence.

COMMITTEE REPORTS

There were no Committee reports.

CITY PLANNER REPORT

Director of Planning Lindsay Bell stated that the City's Landscape Architect, Mr. Rick Meader, may have an announcement he would like to share at the conclusion of tonight's meeting.

CONSENT AGENDA - REMOVALS AND APPROVALS

There were no Consent Agenda Removals and Approvals.

PUBLIC HEARINGS

1. TEXT AMENDMENT 18.307 – PROPOSED AMENDMENTS TO LANDSCAPING STANDARDS

Public hearing for Text Amendment 18.307 to amend the Landscape Ordinance (Section 5.5) and update the Landscape Design Manual.

Landscape Architect Rick Meader stated that the document before the Planning Commission this evening contains a few revisions to the Landscape Ordinance along with several additions. One such addition is a dedicated section for urban multifamily housing. This was a change that former Member Becker suggested quite some time ago as it makes sense to have a particular section of the ordinance that can only be used in certain zoning districts where increased density is desired. This new section reduces the requirements for street trees and allows additional shrubs to balance the reduction in street trees. Alternative green development options have been included such as green roofs, green walls, and butterfly gardens that developers could utilize to enhance the green aspect of the development. Another notable change relates to parking lot landscape requirements. The ordinance currently contains two levels of requirements, one for industrial development and one for all other developments. Industrial developments are currently subject to fewer requirements. The 2025 Master Plan requested we work to reduce heat islands, so the change proposed is a single set of requirements for all developments. Finally, a section has been included to allow for administrative granting of minor supported waivers if a plan is otherwise eligible for administrative approval.

Chair Pehrson opened the public hearing and invited members of the audience who wished to speak to approach the podium. Seeing no one, and confirming there was no correspondence received, Chair Pehrson turned the matter over to the Planning Commission for consideration.

Member Lynch stated the proposed changes make sense. The more that can be done administratively outside of Planning Commission meetings is beneficial to the applicant and staff alike. It was noted the specific requirements for urban developments are warranted and he is in support.

Member Reddi stated she is in support.

Member Dismondy stated he is in support.

Member Avdoulos stated he appreciates staff taking a look occasionally and updating all our ordinances.

Motion to recommend approval of Text Amendment 18.307 – Proposed Amendments to Landscaping Standards to the City Council made by Member Avdoulos and seconded by Member Lynch.

In the matter of Text Amendment 18.307 – Proposed Amendments to Landscaping Standards, motion to recommend approval to the City Council of the proposed ordinance amendment.

ROLL CALL ON MOTION TO RECOMMEND APPROVAL TO THE CITY COUNCIL OF TEXT AMENDMENT 18.307 - PROPOSED AMENDMENTS TO LANDSCAPING STANDARDS MADE BY MEMBER AVDOULOS AND SECONDED BY MEMBER LYNCH. *Motion carried 7-0.*

2. PBR25-0096 41619 STEINBECK GLEN WOODLAND PERMIT

Public Hearing at the request of Andi Kareem for consideration of a Woodland Use Permit to impact 4 trees.

Planner Diana Shanahan stated that the proposed Woodland Permit as requested by the applicant, Andi Kareem, is to permit encroachment into the critical root zone of four regulated woodland trees located in a conservation easement abutting a single-family lot at 41619 Steinbeck Glen in order to install a pool and fence. The site is located west of Meadowbrook Road and south of Thirteen Mile Road in Section 11



CITY OF NOVI CITY COUNCIL JULY 13, 2026

SUBJECT: Approval of resolution to authorize Budget Amendment #2027-1

SUBMITTING DEPARTMENT: Finance

KEY HIGHLIGHTS:

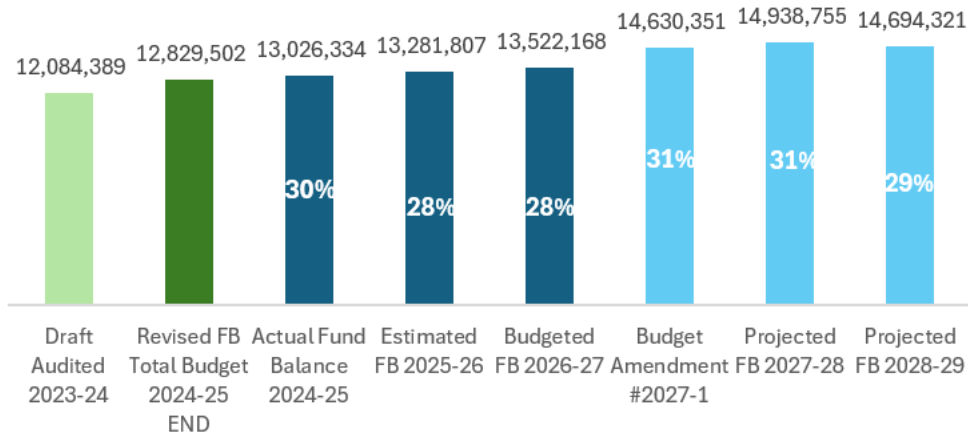
- An increase to the General Fund fund balance of \$1,108,183.
- Individual General Fund departments are adjusted per the resolution adopted on June 22, 2026.
- 10 FTEs are removed from the General Fund.
- General Fund revenue has increased \$117,321 for anticipated tax revenue increases.
- Overall, the General Fund budgeted revenues exceed budgeted expenditures by \$1,348,544 after this amendment resolution. Fund balance is projected at 31% of expenditures.

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 have a positive or negative impact on 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.

This budget amendment is part of a plan to reduce costs over the next three budget cycles and is amending the fiscal year 2026-27 budget adopted by Council on May 4, 2026. The budget amendment resolution and budget amendment details are attached.

General Fund Fund Balance (Recent History)



RECOMMENDED ACTION: Approval of resolution to authorize Budget Amendment #2027-1.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following Budget Amendment #2027-1 is authorized:

	INCREASE (DECREASE)
GENERAL FUND	
REVENUES	
Property Tax Revenue	\$ 117,321
TOTAL REVENUES	\$ 117,321
APPROPRIATIONS	
City Council	
Other Services and Charges	(5,250)
City Manager	
Other Services and Charges	(12,150)
Integrated Solutions - Technology	
Other Services and Charges	(5,898)
Assessing Department	
Other Services and Charges	(505)
Integrated Solutions - Facility Management	
Other Services and Charges	(89,869)
Integrated Solutions - FM: Parks Maintenance	
Other Services and Charges	(1,375)
Police Department	
Personnel Services	(588,553)
Other Services and Charges	(10,000)
Fire Department	
Personnel Services	(120,000)
Other Services and Charges	(16,250)
Community Development - Building	
Personnel Services	(126,196)
Other Services and Charges	(6,524)
Department of Public Works - Administration	
Other Services and Charges	(1,750)
Department of Public Works - Engineering	
Personnel Services	(112,805)
Department of Public Works - Field Operations	
Other Services and Charges	(7,500)
Department of Public Works - Fleet Asset	
Other Services and Charges	(1,375)

	INCREASE (DECREASE)
Community Development - Planning	
Personnel Services	(241,092)
Other Services and Charges	37,000
Community Relations - Admin	
Other Services and Charges	(5,125)
Community Relations - Studio 6	
Other Services and Charges	(1,750)
Capital Outlay	
Capital Outlay	326,105
Debt Service	
Debt Service	-
TOTAL APPROPRIATIONS	\$ (990,862)
Net Increase (Decrease) to Fund Balance	\$ 1,108,183
Ending Fund Balance	\$14,630,351
Fund Balance as a % of total annual expenditures	31%

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 July 13, 2026.

Cortney Hanson
City Clerk

Budget Amendment# 2027-1- July 13, 2026

<u>GL #</u>	<u>Project/Item Description</u>	<u>Budget Category</u>	<u>Amount</u>
General Fund 101			
Revenues			
101-000.00-402.000	Property Tax Revenue-Current Levy	Property Taxes	117,321
			<u>\$ 117,321</u>
Expenditures			
101-101.00-956.000	Conferences and workshops	Other Charges and Services	(3,500)
101-101.00-956.101	Conferences & Workshops -Council Members	Other Charges and Services	(1,750)
101-172.00-956.000	Conferences and workshops	Other Charges and Services	(4,650)
101-172.00-956.200	City-wide training & workshops	Other Charges and Services	(7,500)
101-228.00-956.000	Conferences and workshops	Other Charges and Services	(5,898)
101-257.00-956.000	Conferences and workshops	Other Charges and Services	(505)
101-265.00-814.200	Facilities	Other Charges and Services	(87,869)
101-265.00-956.000	Conferences and workshops	Other Charges and Services	(2,000)
101-265.10-956.000	Conferences and workshops	Other Charges and Services	(1,375)
101-301.00-704.000	Permanent salaries	Personnel	(588,553)
101-301.00-956.000	Conferences and workshops	Other Charges and Services	(10,000)
101-336.00-704.000	Permanent salaries	Personnel	(120,000)
101-336.00-956.000	Conferences and workshops	Other Charges and Services	(16,250)
101-371.00-704.000	Permanent salaries	Personnel	(126,196)
101-371.00-956.000	Conferences and workshops	Other Charges and Services	(6,524)
101-441.00-956.000	Conferences and workshops	Other Charges and Services	(1,750)
101-441.10-704.000	Permanent salaries	Personnel	(112,805)
101-441.20-956.000	Conferences and workshops	Other Charges and Services	(7,500)
101-441.30-956.000	Conferences and workshops	Other Charges and Services	(1,375)
101-701.00-704.000	Permanent salaries	Personnel	(241,092)
101-701.00-816.000	Professional Services	Other Charges and Services	40,000
101-701.00-956.000	Conferences and workshops	Other Charges and Services	(3,000)
101-725.00-956.000	Conferences and workshops	Other Charges and Services	(5,125)
101-725.10-956.000	Conferences and workshops	Other Charges and Services	(1,750)
101-901.00-983.441	DPW VEHICLES	Capital Outlay	326,105
			<u>\$ (990,862)</u>
Net Increase (decrease) to fund balance			\$ 1,108,183

Ending Fund Balance	\$14,630,351
Fund Balance as a % of total annual expenditures	31%



CITY OF NOVI CITY COUNCIL JULY 13, 2026

SUBJECT: Approval of Proposed Water & Sewer Rate Resolutions for 2026-2027

SUBMITTING DEPARTMENT: Finance/Water and Sewer

KEY HIGHLIGHTS:

- Proposed water variable rate increase of 9% and proposed sewer variable rate increase of 9.5%
- Average user will see only a 6.4% increase in their total water and sewer bill

BACKGROUND INFORMATION:

The Finance Department has analyzed the water and sewer rates for fiscal year 2026-2027. In our review of rates, we looked at both operating and capital costs of the system. The largest impact to the City's operating costs of the water and sewer systems are the changes in rates our providers of water and sewer services charge us (Great Lake Water Authority, or "GLWA," and Oakland County Water Resource Commissioner, or "WRC"). GLWA charges the city a fixed fee and a variable fee whereas WRC charges only a fixed fee.

Other operating costs include salaries and fringes, equipment, maintenance, and cleaning costs, which are estimated to increase by inflation. Efficiencies in operations over the past few years have allowed the city to have relatively low increases compared to the increases in costs for the city.

The table below shows the increases in costs to the City from GLWA and WRC as well as the City's increases or decreases in water and sewer rates going back 10 years. Over the past 10 years, the average user has not seen an increase in their water and sewer bills greater than 5% while the city has seen significant increases in their costs, especially on the sewer side. In addition, GLWA promised the local communities they would not see increases greater than 4% for a set number of years. For FY2027, GLWA fixed rate is 3.02% and the variable rate is 9.77% which results in a 5.62% combined revenue requirement increase in water rates.

RATE INCREASES/DECREASES												Proposed
	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	
GLWA	-23.9%	8.7%	-0.2%	-0.6%	1.9%	2.0%	2.7%	5.9%	2.4%	6.3%	3.0%	
WRC	2.8%	0.6%	1.3%	21.3%	15.5%	1.1%	3.3%	5.1%	7.0%	4.2%	5.5%	
City Water	-16%	0%	2%	2%	2.0%	1.0%	2.5%	6.0%	6.0%	8.0%	9.0%	
City Sewer	6%	0%	8%	3%	7.0%	1.0%	5.0%	6.25%	9.0%	6.0%	9.5%	
Typical User - Combined	-8%	0.0%	3.2%	1.6%	2.8%	0.6%	2.5%	4.0%	5.0%	4.7%	6.4%	

The City's current **estimated** cash and investments balance in the Water and Sewer Fund is:

June 30, 2026, cash and investments	\$19 million
FY 2026 remaining budgeted capital projects to take place in FY 2027	(\$10.2 million)
FY 2027 budgeted use of fund balance (includes \$5.1 million of capital projects)	(\$5.1 million)

Estimated cash balance June 30, 2027, \$3.7 million

Example of Water and Sewer charges using Huron Rouge Metered Rate

	<u>2025-2026</u>	<u>2026-2027</u>	<u>Increase</u>
Quarterly:			
Water			
Fixed rate	\$ 56.00	\$ 56.00	
20,000 gallons	\$ 85.40	\$ 93.09	
Sewer			
Fixed rate	\$ 30.00	\$ 30.00	
20,000 gallons	\$ 109.00	\$ 119.36	
Quarterly	\$ 280.40	\$ 298.44	\$ 18.04
Annually	\$ 1,121.60	\$ 1,193.76	\$ 72.16
Estimated increase			6.4%

Note:
 Example of Water and Sewer Charges using Huron Rouge Metered Rate
 Department and Oakland County Water Resource Commission.

The proposed water variable rate increase of 9% and the proposed sewer variable rate increase of 9.5% is estimated to generate \$1.2 million in cash which covers some of the budgeted \$5.1 million in capital outlay. **The average user will see only a 6.4% increase in their total water and sewer bill.**

We will continue to monitor the water and sewer rates and cash reserve balance on an annual basis and make recommendations as needed to adjust them as facts and circumstances change. In FY2026/27, the city will send out an RFP for a complete Water & Sewer Rate Study to make sure the rates are appropriate for the City's needs to sustain the water and sewer operations.

RECOMMENDED ACTION: Approval of Proposed Water & Sewer Rate Resolutions for 2026-2027

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

WATER RATES RESOLUTION

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 July 13, 2026, at 7 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

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

WHEREAS; The City of Novi through the Code of Ordinance, Section 34 has empowered itself to acquire, Construct, and operate a water supply system; and

WHEREAS; By Section 34-19 the City of Novi may establish rates to operate said system; and

WHEREAS; Certain rates must reflect the costs of usage and consumption; and

WHEREAS; Certain rates must cover the costs related to administration, construction, maintenance and replacements to the system; and,

WHEREAS; The cost to finance said system demonstrates a need to increase the water rates.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the following rates shall be implemented as the rates of the Water Supply System pursuant to Section 34-19 for all bills rendered after August 1, 2026.

WATER RATES	
Minimum (Fixed) Rate Schedule:	
<u>Meter Size</u>	<u>Minimum Rate per Quarter</u>
5/8"	\$ 56.00
1"	80.00
1.5"	174.00
2"	232.00
3"	665.00
4"	850.00
6"	1,778.00
8"	2,114.00
10"	2,425.00
<u>Consumption Rate:</u> \$4.65 per Thousand Gallons	

NOW, THEREFORE BE IT RESOLVED that the rates related to water fees will be established as follows:

EQUIPMENT FEES

<u>Service Size</u>	<u>Meter Size</u>	<u>Public Street</u>	<u>Private Street</u>
		<u>Copper</u>	<u>Copper</u>
1"	5/8"	\$3,220	\$2,383
1"	1"	\$3,422	\$2,582
1.5"	1"	\$4,799	\$3,601
1.5"	1.5"	\$5,253	\$4,052
2"	1.5"	\$7,292	\$4,895
2"	2"	\$7,551	\$5,155

Service on Public Roads over 60 feet, there will be an additional fee per Right of Way foot of:

<u>SERVICE SIZE</u>	<u>FEE/PER RIGHT OF WAY FOOT</u>
	<u>COPPER</u>
1"	\$32.00
1.5"	\$36.00
2"	\$42.00

An additional \$ 2,084 fee will be assessed for taps into a concrete water main. A separate additional fee will be assessed if a directional bore is needed (please contact the Water & Sewer Department).

METERING EQUIPMENT FEES

<u>SIZE</u>	<u>METER</u>	<u>METER HORN</u>	<u>FLANGES</u>	<u>STRAINER</u>	<u>RADIO REMOTE</u>
5/8"	\$ 149	\$ 67	N/A	N/A	\$ 117
1"	\$ 295	\$ 121	N/A	N/A	\$ 117
1.5"	\$ 708	N/A	\$ 157	N/A	\$ 117
2"	\$ 925	N/A	\$ 205	N/A	\$ 117
3" (Compound)	\$ 2,796	N/A	\$ 587	\$ 815	\$ 117
4" (Compound)	\$ 3,645	N/A	\$ 814	\$ 1,084	\$ 117
6" (Compound)	\$ 6,054	N/A	\$ 1,307	\$ 2,112	\$ 117

8" and larger Compound and Turbine meters and equipment will be actual costs plus 15% City of Novi Administrative Fee

MISCELLANEOUS CHARGES

Miscellaneous Inspection Fee	\$ 90
Turn-off or Turn-on Service (regular hours)	\$ 90
Turn-off or Turn-on Service (Saturdays or Evenings)	\$ 175
Turn-off or Turn-on Service (Sundays or Holidays)	\$ 250
Water Meter Test	\$ 85
Unmetered Water – Single Family Residential Construction	\$ 105
Unmetered Water – Non-Single Family Residential Construction	\$ 365
Permits to Use Fire Hydrant Fees:	
Backflow Preventer & Meter Deposit: 1" meter	\$ 500
Backflow Preventer & Meter Deposit: 2" meter	\$ 1900
Backflow Preventer & Meter Deposit: 3" meter	\$ 1900
Hydrant Deposit	\$ 200
Permit Fee	\$ 60
Inspection Fee	\$ 60
Rental Fee	\$3.00/per day, \$20/per month

WATER TAP FEES

For the privilege of tapping into the Water Supply System, there shall be a charge of One Thousand Eight Hundred Fifty Dollars (\$1,850.00), multiplied by the unit factor set forth in the Unit Factor Chart as adopted by the City Council. With the exception of those users served directly by the water main constructed and financed by Special Assessment District Number 126 who will be charged Five Hundred Dollars (\$ 500.00) multiplied by the factor set forth in the Unit Factor Chart.

SPECIAL RATES

For miscellaneous services for which, in the judgment of the City Council a special rate should be established, such rates shall be established and charged in accordance with the schedule of rates adopted by resolution of the City Council.

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 13th day of July, 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, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

HURON-ROUGE SEWER RATES RESOLUTION

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 July 13, 2026, at 7 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

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

WHEREAS; the City of Novi through the Code of Ordinance, Section 34-145 has established that the rates are to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for the maintenance of the system as are necessary to preserve the same in good repair and working order, to provide for the payment of the sewage disposal charge required to be paid to the county, to provide for the annual payments required to be made to the county in connection with the Huron-Rouge System, to provide for the payment and interest as required by the contract with the county, and to provide for the payment of such other expenditures and funds for the system as this division may require. Such rates shall be fixed and revised from time to time as may be necessary to produce these amounts.

WHEREAS; Oakland County has notified the City of Novi that their charge to us for sewage disposal has increased for 2026-2027,

WHEREAS; the cost to finance said system demonstrates that the sewer rates will be increasing,

NOW THEREFORE, IT IS THEREFORE RESOLVED that the following rates shall be implemented as the rates of the sewer system pursuant to Section 34-145 for all bills rendered after August 1, 2026.

Base Sewer Rates			
<u>Minimum (Fixed) Rate Schedule</u>			
<u>Meter Size</u>		<u>Minimum Rate Per Quarter</u>	
5/8"		\$30.00	
1"		50.00	
1.5"		85.00	
2"		105.00	
3"		320.00	
4"		410.00	
6"		850.00	
8" or larger		995.00	

\$5.97 per thousand gallons for metered consumption, and
\$143.65 per quarter/per tap unit for un-metered consumption

INSPECTION FEE

Sewer Inspection Fee.....\$90.00

HIGH STRENGTH POLLUTANTS (HSP) AND FOR INDUSTRIAL WASTE CONTROL (IWC)

WHEREAS; the pass-through surcharges from the Great Lakes Water Authority for High Strength Pollutants (HSP) and for Industrial Waste Control (IWC) which are regulated by the Clean Water Act and may change every year.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the City of Novi will collect the HSP and IWC surcharges as determined by the Great Lakes Water Authority.

SEWER TAP FEES

For the privilege of tapping into the Sanitary Sewer System, there shall be a charge of Two Thousand Seven Hundred Twenty Dollars (\$2,720.00), multiplied by the unit factor set forth in the Unit Factor Chart as adopted by the City Council.

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 13th day of July, 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, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

NOVI-WALLED LAKE SEWER SYSTEM RESOLUTION

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 July 13, 2026, at 7 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

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

WHEREAS; the Oakland Water Resources Commissioner's Office (WRC) operates the Novi-Walled Lake Treatment Plant for the Cities of Novi and Walled Lake; and

WHEREAS; certain rates must reflect the costs of providing services;

USAGE FEE

NOW THEREFORE, IT IS THEREFORE RESOLVED that the new rate to the user of this system is established at \$130.92 per unit per quarter for all bills rendered after August 1, 2026.

SEWER INSPECTION FEE

WHEREAS; WRC operates and maintains the Novi-Walled Lake Treatment Plant, and all sewer infrastructures for effluent to the plant;

NOW THEREFORE, IT IS THEREFORE RESOLVED That the City of Novi will collect the pass-through WRC sewer inspection fee as determined by the WRC.

INDUSTRIAL PRETREATMENT PROGRAM (IPP)

WHEREAS; the pass-through IPP surcharges from WRC are regulated by the Clean Water Act and change every year;

NOW THEREFORE, IT IS THEREFORE RESOLVED that the City of Novi will collect the IPP surcharge as determined by the WRC.

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 13th day of July, 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, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi

Example of Water and Sewer charges using Huron Rouge Metered Rate

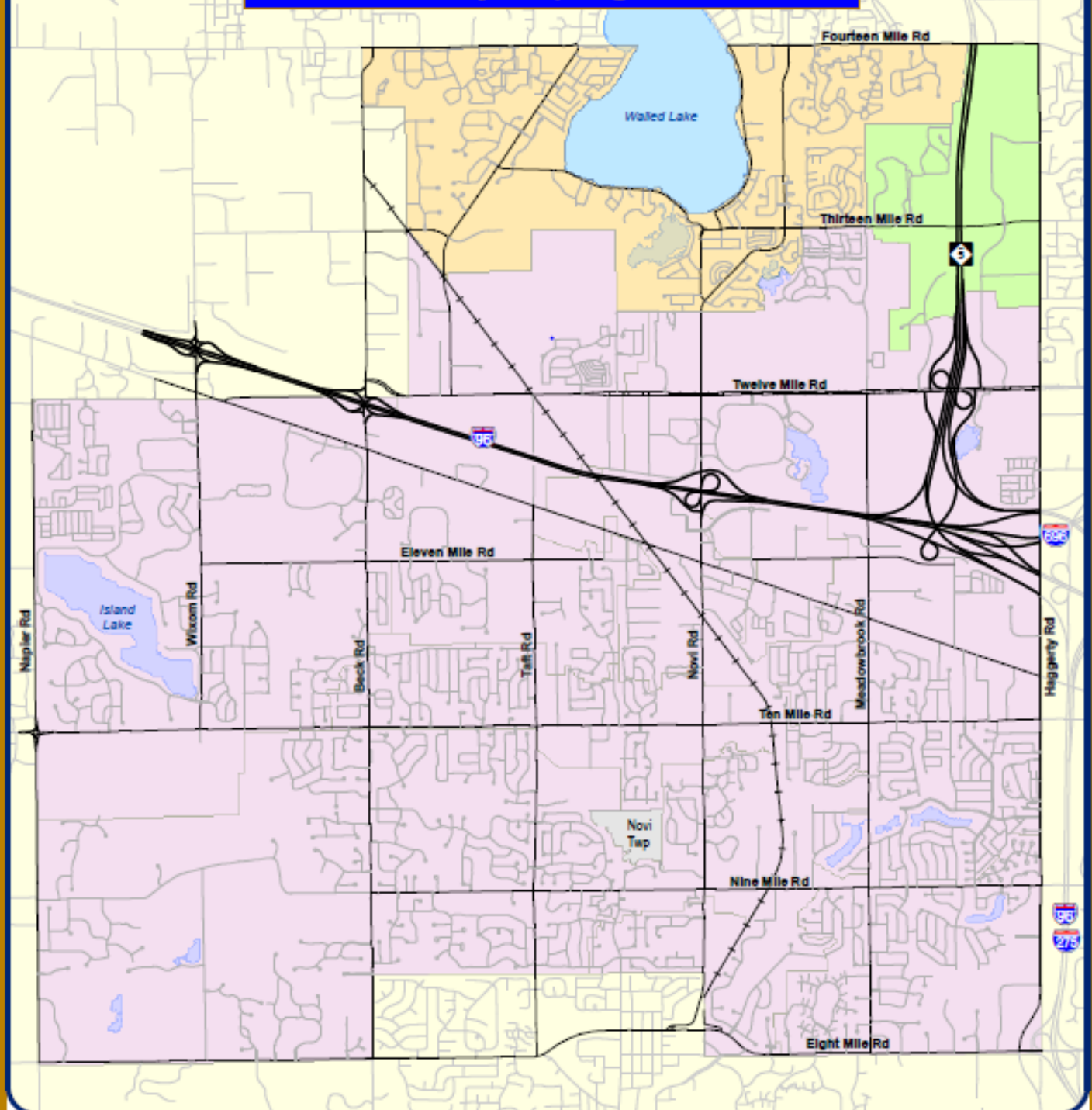
	<u>2025-2026</u>	<u>2026-2027</u>	<u>Increase</u>
Quarterly:			
Water			
Fixed rate	\$ 56.00	\$ 56.00	
20,000 gallons	\$ 85.40	\$ 93.09	
Sewer			
Fixed rate	\$ 30.00	\$ 30.00	
20,000 gallons	\$ 109.00	\$ 119.36	
Quarterly	\$ 280.40	\$ 298.44	\$ 18.04
Annually	\$ 1,121.60	\$ 1,193.76	\$ 72.16
	Estimated increase		6.4%

Note:

Example of Water and Sewer Charges using Huron Rouge Metered Rate
Department and Oakland County Water Resource Commission.

Sanitary Service Districts

City of Novi, Michigan



Map Author: Karl Blough
 Date: July 18, 2019
 Project: Sanitary Service Districts
 Version #: 1.0

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate source available to the people of the City of Novi. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Sanitary Service District

- Commerce Township
- Huron-Rouge
- Walled Lake



City of Novi

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

Scale
 0 875 1,750 3,500 5,250
 Feet
 1 inch = 4,354 feet



REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI

MONDAY, JUNE 22, 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 Gorumurthy, Heintz, Martinez, Smith, Staudt

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

APPROVAL OF AGENDA:

CM 26-06-070 Moved by Casey, seconded by Smith; MOTION CARRIED: 7-0

To approve the agenda as presented.

Roll call vote on CM 26-06-070

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

PUBLIC HEARINGS: None

PRESENTATIONS:

1. Community Impact Day – Katie Chuba, Novi Chamber of Commerce President

Ms. Katie Chuba, President and CEO of the Novi Chamber of Commerce, said they had Community Impact Day on May 13th. She said Community Impact Day was not the brainchild of the Novi community or the Novi Chamber of Commerce. This was a project that came out of a leadership program from the West Coast Chamber of Commerce. Their leadership cohort wanted to do a community impact project and Community Impact Day was born. Ms. Chuba described how Community Impact Day works. Groups, organizations, nonprofits, maybe even some businesses that are low on staff or low on resources will submit projects to the Chamber. They collect volunteers throughout the community that would be interested in volunteering at these different projects to help those facilities and businesses and organizations. Then, they organize the projects, send those out to the volunteers that RSVP'd and let them choose whichever project they want to make a meaningful difference in. Businesses came out. They brought their teams. Community people came out. It's one day of work from 1:00 p.m. – 4:00 p.m. on one day throughout the state.

Ms. Chuba said the Novi Chamber had 181 total volunteers participated. They had 15 volunteer locations, but they had about 24-25 different projects within those locations. Then total work hours. She said their partners that hosted the projects, like Novi's Parks and Recreation Department, submitted all this information to them. It equaled 632 hours of completed work. The total cost savings were just over \$22,000. Statewide, she said they

could see the data for the statewide statistics and the chambers that participated. She said in four years, the state is estimating that it's going to be \$4.5 million of economic impact throughout the state with all these communities doing their work which is wonderful. She had two board members with her and well as a Leadership grad. This was the Leadership Novi's Impact Project. She said they were instrumental with connections and helping implement the day. Next year, it will be held on May 12, 2027.

Mayor Fischer thanked her and told her they really appreciate everything she does, not just on Community Impact Day, but everything she's doing with the Chamber. He said she is a breath of fresh air and an amazing asset to the City of Novi. He said what he loved about the video is not just that everyone was out there contributing to the community, but you could tell everyone was having fun doing it. He said she always finds a way to make people have fun while they're doing hard work. He congratulated her.

2. 2026 Q2 Council Goals Update - Danielle Mahoney, Assistant City Manager

Assistant City Manager Mahoney said this was the mid-year update on goals. She said they did not come to Council in the first quarter, but they will get back on track following this. This is where she gives Council an update on all the goals that Council set in January. This is their opportunity to ask questions if they feel like things are out of alignment, and to give some guidance and direction. She said she was happy to report all the goals are underway. They are making really good progress on just about everything. First up, for the biannual citizen survey, they've identified a company to work with: ETC. They will get under contract with them in the new fiscal year and get the survey tool developed. They are hoping to launch the survey this fall. She said there was a memo shared with them in their April 2nd packet that outlined the process and the work that's been done so far. This isn't something new to them; it's been something the City has undertaken in the past, so this is just kind of getting back on track to do that larger biannual citizen survey. She said they'll provide updates once that is under development and they get that survey launched.

Assistant City Manager Mahoney showed a slide called "Public Art and Placemaking Strategy" and said this is the only goal of the seven that they've identified as being slightly at risk because they've had some membership issues with the committee, as some members of Council know. She was happy to report they are still meeting. In fact, they met again last week. They've had a few meetings already this year and there are likely some appointments coming up which is great news. She said they are really trying to right-size that committee and get the membership it needs. Absent a funding source, the committee is working to hone in on a strategy and she thinks that as the membership grows, that'll be a little bit easier for them to do. In the meantime, the committee has been reviewing existing internal documents, mainly from Community Development, that might help from an ordinance perspective or different procedural and policy things that they have at the City to make it easier for public art to be more of something that they can have throughout the community. There are some risks that they've identified, funding obviously one of them. She said she believes they might have to stretch the timeline a little bit, given the challenges. She said going to McKinney was great. She has shared their public art strategy with the team. There are some good ideas in the hopper. She

believes that once they get some additional members appointed, the strategy is going to move right along. Hopefully, they'll come back to Council with more information next quarter.

Assistant City Manager Mahoney then addressed the topic of collaboration with the schools and community facilities planning. There was a joint meeting with the Finance and Administration Committee and Novi School's Capital Committee in the previous quarter. She said there was an agreement for the pond transfer on their Council agenda for that evening's meeting. Following the meeting on June 22, 2026, there was going to be a public hearing to amend the City's Master Plan. Due to that, there will be a Planning Commission meeting in July and additional conversations will continue to take place, mainly with the schools as it relates to space. She said they've talked a lot about programming space, or the need to have more space for their programs, primarily with their Parks and Rec Department. As the schools continue their construction plans, Novi staff will have continued conversations with the schools on what collaboration can continue to look like. She said they're interested in potentially collaborating with them on the pool. Those conversations continue to happen.

Assistant City Manager Mahoney then spoke about Property Development and Planning. She said there is a great update shared in Council's packet from May 14, 2026, that Director Bullard put together. It is a great list that identifies all the City-owned parcels. She said this is a goal where they could really use Council's direction and guidance, primarily as it relates to funding sources and maybe some guidance on thoughts for redevelopment or development of the existing properties, primarily ITC and Bosco. They could issue RFPs for design for both of those, but construction costs currently aren't funded, so maybe in November, that changes things a little bit. She said they are looking for some further direction on what Council's thoughts are about the current police department headquarters site. She knows some ideas have been tossed out, but she asked how far into discovery they would like staff to go thinking of a community center or something like that for that space without clear direction. They can continue to explore that or alternative opportunities for that space. Current Fire Station 1 has been identified as a potential revitalization space. They've been talking a lot about the Four Corners area, Town Center, and Main Street. That has the opportunity, once it's no longer serving as a fire department, to be a cool community asset. She said there are some thoughts in their packet and some proposed strategies for each of those. She said they would primarily like guidance and direction from Council on what they'd like to see with each of these sites that were identified in the memo. She said then, of course, funding sources.

For economic development, Assistant City Manager Mahoney said she was happy to report that they had hired an Economic Development Manager. Regina Swick has been with the City for the past year as a Management Analyst while she was in grad school. Now, she's with the City full-time and she has been hard at work drafting a SWOT analysis, getting a draft strategy together that she is working closely with the Managers' office and Community Development on. They've had a lot of internal meetings trying to get that ready to come before Council so they can get their eyes on a V1 draft. She said, as they know, staff have completed steps 1-3 for establishing the Brownfield Redevelopment Authority which is going to play into the strategy as well. Currently, regarding that, they're

working on drafting bylaws. They'll continue to meet with key internal stakeholders, get that draft in front of Council by the end of the year for them to give feedback on.

Regarding the CIP millage renewals, Assistant City Manager Mahoney said that is coming up in November on the ballot. Staff have been working on education strategy. There have been HOA meetings already that they have gone to. In fact, she said, there is another one coming up this week. That educational plan has been developed. Efforts on that were shared with Council a couple of months ago. She said they're still developing some outreach, digital and video visual content, but those public meetings are scheduled and ongoing beginning now through the fall.

Assistant City Manager Mahoney showed a slide called "Five-Year Compensation and Benefits Costs Strategy." She said they've been heavy into labor negotiations recently. They were happy to report that two of those contracts were before Council that night for their consideration. They were very happy they were able to get that done with time to spare. The updated project five-year comp was shared with Council in their executive packet with a narrative outlining what staff is seeing, some considerations and drivers and then maybe some strategies for what they're thinking of how to help mitigate some of those costs. Since they last spoke to Council on June 8th in closed session, they don't have any further updates on Command. That contract is still lingering out there, but they hope to have some next steps to inform them about soon.

Regarding upcoming Council touchpoints, Assistant City Manager Mahoney said she mentioned the Command contract. They're going to get back on track with their quarterly updates, so she said Council would see her again in September or October. Continuing to work on the economic development strategy, specifically some of the brownfield steps, appointing members and approving bylaws. That'll come before Council soon. Otherwise, if Council has any feedback or questions or if there is anything Council wanted to unpack from the seven goals they touched on, she was there and staff was there to help.

Mayor Fischer said that they appreciated the update. He had a couple of thoughts he wanted to share. He appreciated that she was there. He appreciated that they have a plan to ensure that these updates are going to be happening quarterly. He suggested that they get in the habit of the last meeting of the quarter, so the last meeting in September, December, March and June. He said they should just plan on those dates and then they'll all know well in advance when their due dates would be. Regarding the survey, he asked if they would be able to retroactively look at their old results in combination with the new results. He asked if the questions and the data fit in together or would they be starting a brand-new baseline that they'll just have to look prospectively. Assistant City Manager Mahoney said she didn't know if they were going to merge the data from an analytical perspective. She asked City Manager Cardenas if he knew anything about that. City Manager Cardenas said he thought most of the themes that will be in the new one will very much align with the old one. He thinks they should be able to draw a lot of comparisons. In terms of the actual data sets, they might not be apples to apples, but he thinks they'll be covering the same themes. He thinks they should be able to look back and draw comparisons between the old ones. Mayor

Fischer clarified that they won't necessarily be able to see the trend compared to when they did this last. City Manager Cardenas said he thinks what they look at with public safety is the question are people happy with public safety. They look at those percentages. He thinks they should be able to draw those comparisons and have some kind of bridge between the two. Mayor Fischer said as they go through this process, he would encourage them to find a way to triangulate some sort of trend compared to the old surveys, maybe not every single question, but the key things like public safety responses and senior services that Council always talks about. He said he'd use the 80/20 rule and pick the top ones. He said he thinks they hit the nail on the head from his perspective as far as property plans. He thinks they're doing everything they need to be doing at this point. A lot of that is going to depend on the CIP which is another goal. He said once that gets done, he thinks they can have more robust discussions on the reality of what they can do. He said he thinks they're well on track there. His next decision point is to start thinking of where he'll be interested in spending some of the money.

Member Gurumurthy thanked Assistant City Manager Mahoney for the update. She said it is really good to see the progress staff is making. With respect to the Public Arts and Placement, she said she was trying to understand the target date. She said when they say Q4, she asked if it means they will have the strategy already done and additional members already added. Assistant City Manager Mahoney said originally, they targeted basically the end of this calendar year to have a strategy in place. I think at the time of this goal being set, that seemed very realistic. But they've just run into some challenges, as she was saying earlier, with the make-up of the committee and just a lot of stops and starts along the way. That's the target. She thinks, depending on the membership, if there are some appointments coming later in the meeting and then maybe at some following meetings, that might move along a little bit quicker. They will still have it targeted for the end of this calendar year. Member Gurumurthy clarified that that meant having a strategy by the end of the year and Assistant City Manager Mahoney said yes, something for Council to react to. Member Gurumurthy said that would be great.

Regarding the community facilities and city collaboration, Member Gurumurthy said it's awesome that Novi is collaborating. When she thinks about the community facility, she thinks the goal said it would be ideal to conduct a survey and have the results by some date, maybe 2027. The thing she is not seeing here that she wanted to see is the approach to the community center. She asked what approach they wanted to take. In one of the previous Council meetings, there was a discussion of asking what everyone's perspective of what a community center is. First, even to understand, does Council have that information, all the things staff is hearing about what people would like in a community center. Next would come the itemized kind of a high-level cost perspective so they all digest that. After that, she thinks there are also options where they have to look at whether they'd require membership. She said having that kind of data that Council can review would be great as they are targeting the end of the year or the first quarter of 2027. She thinks the collaboration is just one piece of the puzzle. She said she would appreciate it if they could start adding that and sharing that information.

With the economic development, Member Gurumurthy said she was wondering when they would have the strategy in place. She asked if it would also be the end of the year.

Assistant City Manager Mahoney said it would not necessarily be in place. She said she'd have to go back and look at the goal language. She wanted to say it was the end of FY 27 or calendar year 2027. She said she'd have to go back and look. Their hope is to have something for Council to get their eyes on, to react to, and give them feedback on, because they want to develop it in concert with Council's feedback, and get it in front of the EDC. She said they want to have more eyes on it than just coming out of their office with the Economic Development Manager. She said they are still working internally, putting a draft together. They're going to get that to Council. She's not sure if it will be fully signed off and ready to be implemented necessarily, but at least Council can get an idea, and they'll be able to go back and forth before they'll put in front of Council for a final consideration. Member Gurumurthy asked if the draft target is more at the end of the year. Assistant City Manager Mahoney said yes.

Member Martinez thanked Assistant City Manager Mahoney for the presentation. He appreciated the work and the updates on this. He wanted to piggyback off of what Member Gurumurthy said on the City and school collaboration. This is something he continues to hear a lot about from people in the community. He said the citizens know they've just passed bonds for the schools and they're wondering what the City is doing exactly. He said he's glad she presented all of this today as it is very timely, given what else is on the agenda for the meeting. He hopes they can see a little bit more as those discussions come up. He said perhaps if they can get updates on that outside of this regular cycle, if there are things, just so they can make sure that the community knows that this is something that they're really working on. It would be really appreciated, from his perspective, if they could get it in their packet, if not at a meeting.

Regarding the Public Art and Placemaking Strategy, he was glad she touched on what they experienced when they were in McKinney, Texas. There was a really robust public-private partnership down there that allowed them to do a lot of really innovative things. He thinks Mayor Pro Tem Casey added that aspect to their goal, which he thought was a great idea, and now, Novi is in this spot financially where they're not sure where this is going to go. He asked if there has been any discussion about whether the City could pursue their own 501(c)(3) owned by the City as a mechanism of getting funding that way. Assistant City Manager Mahoney said she doesn't believe the committee has had that conversation. He said he would love it if they could have that conversation and they could figure out if that's doable, if that's feasible, to give them a route to be able to fundraise in a different, innovative way. It's a thought he's had while they're thinking of that. He said he appreciated the updates and he thanked Assistant City Manager Mahoney.

CITY MANAGER REPORT:

City Manager Cardenas introduced Novi's new Finance Director, Maria Farris, who started on June 22nd. He said they're happy to have her. She is mostly recently from the City of Romulus, but she also had experience in Plymouth. She is a resident of Northville, so she's very close and they are looking forward to a long tenure with her, and they look forward to working with her in the future.

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

Mike Duchesneau, 1191 S Lake Drive, said his topic for the day was Item 11 on the meeting's agenda: Novi Road median drainage improvements. He said he drives on this section of Novi Road on a regular basis, and he has never seen any drainage issues. The current design consists of a shallow ditch on a hilly road with storm drains in the ditch. This results in a more "up north" feel for those sections of the road. He said the proposal includes replacing the ditches with a paved center lane and adding trees and planters. Item 11 is asking City Council to approve an estimated \$806,000. This includes the extra inspections, contingencies, and engineering costs. \$806,000 is what Council will approve if this goes forward. In his opinion, this is not needed and the money should be spent elsewhere.

CONSENT AGENDA REMOVALS AND APPROVALS:

Mayor Fischer requested Item G be removed for further discussion.

CM 26-06-071 Moved by Martinez, seconded by Casey; MOTION CARRIED: 7-0

To approve the Consent Agenda as amended.

- A. Approve Minutes of:
June 8, 2026 - Regular Meeting
- B. Approval of a Resolution to close Ten Mile Road from the Civic Center to Taft Road, and Taft Road from 10 Mile to 9 Mile Rd. for the Festival of Chariots from 11:45 AM to 2:00 PM on Sunday, July 19, 2026.
- C. Consider awarding the commissioning and building envelope consulting services contract to JMK Engineering, Inc. for the Public Safety Building Project, in the amount of \$263,200.
- D. Approval of the Suburban Mobility Authority for Regional Transportation (SMART) Municipal Credit and Community Credit Interlocal Transfer Agreement for the ongoing transfer of Novi's annual SMART municipal credit allocation to People's Express (PEX) in the amount of \$62,149.
- E. Approval to award a three-year Site Plan Landscape Review and Inspection Consulting Services Contract to Giffels Webster (with the option for an additional two, one-year renewals) and adoption of the revised fee schedule.
- F. Enter Executive Session immediately following the regular meeting of June 22, 2026, in the Council Annex for the purpose of discussing confidential written correspondence from the City Attorney and Appointed Officials Evaluations (City Manager, City Clerk, and Assessor).

G. Approval of claims and warrants – Warrant 1204 **(Removed/later approved)**

Roll call vote on CM 26-06-071

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

Nays: None

MATTERS FOR COUNCIL ACTION:

1. Approval of Purchase Agreement by and Between the City of Novi and the Novi Community School District Involving a Portion of Property Owned by the City at the Civic Center Complex, in Connection with Planned Improvements to the District's Educational Campus

City Manager Cardenas said the Novi Community School District is proposing major improvements to the high school campus that will increase stormwater runoff and require additional basin capacity. The school district has requested ownership of the City-owned stormwater basin and proposes expanding it to accommodate both current and future drainage needs. The proposed agreement includes an easement to protect the City's ongoing stormwater use of the basin and requires final review of the related access and utility easements documented, requested by the school district before execution. Superintendent Ben Mainka was in attendance to address any questions Council had. City Manager Cardenas asked Mr. Mainka if he also had a presentation that he wanted to share with Council as he was not sure if Council had seen it before.

Ben Mainka thanked Council for the opportunity to be there. He echoed a lot of the comments he heard from Council in the past three to four years and that is that they want to work together. He said he could certainly tell them that it has been a tremendous partnership with Mayor Fischer, with City Manager Cardenas and all of the Council members. He is very, very grateful for their partnership and he thinks as resources dwindle at the state for municipalities as well as schools, which they've seen the last two years, it's going to be very important for the Novi community to see them trying to leverage resources to support the needs of the community in ways that are a little outside the box. This is one of those opportunities. He said as Council knows, the schools passed a bond in 2025, and part of the bond is going to largely reimagine Novi High School. He said he knew they had heard several of the particulars about this project, but it will have an opportunity for tremendous partnership between the City and the school district. He said they share this site very intimately and they have known that for years. One of the things they've noticed is that they have enough room on their site after the recent land swap a few years ago that allows them to build the activity center and everything that they would like to do at the high school. Unfortunately, it will be at a significantly higher cost. He said if there was something that they could do to mitigate that through having the City help them with some of those costs, that would be better. That's what he wanted to present at the meeting.

Mr. Mainka said there are two primary objectives to help them with this project. The long-term intent, of course, is to have the activity center, which will be right next door, sharing the school's site on the other side of Novi Way. That facility is going to have a new indoor

turf facility as well as a track and field as well as several multi-use court spaces. On the north side right up where their older tennis courts currently sit, will be a facility that has a new pool. They have plans to make provisions for a community space there as well. He thinks the opportunity to allow the City to partner with them and how they would program that is tremendously exciting. However, to build a facility of this magnitude, they have to find a way to get the water away from the site that's impervious. That project is daunting. They could do it on their existing site, but it would cost quite a bit because they'd have to do underground detention and things like that. They noticed an opportunity just south of the City's softball fields and the park. There is a drainage pond that's been there. It's been at capacity for a little while. By the school district taking ownership of that drainage pond, it will allow the district to be able to expand the pond south into the district's existing property. It will also allow the City to be able to have expanded use of it for future construction. He said Council could imagine if there were something they wanted to do, as they heard in Assistant City Manager Mahoney's presentation, if there were something they wanted to do with the police station, that would be an opportunity where they've built in expanded impervious need to be able to drain into that pond. This would help future expansion as well as existing. In addition to that, the school district would take over the maintenance and facilitate any sort of costs associated with that.

The second part after the drainage pond is the area that is a little bit beyond. This is Novi Way. Novi Way is an area that they would need access to be able to get to the south end of their property. Essentially, they're going to be doing a lot of the construction traffic for this facility right through the center of what is the footprint of the building. They're not going to be driving on Novi Way until toward the end of the project once they get the exterior shell up. When that happens, they will be driving equipment and trucks on Novi Way that are heavier than what it's called for. Additionally, he said you could imagine if they were to have a heavy piece of equipment or a bus or something like that drive down Novi Way, they would want to have it built to a higher spec. The agreement is just giving the school district an easement. It's not taking any kind of ownership of Novi Way, but they are going to be rebuilding it at a much higher class than it is right now to be able to have a very long life and they'll be making sure that it's capable of doing what it needs to do. He said these are two things that set the stage for the district constructing this facility. All along, he thinks there is a lot more conversation to come related to traffic and how they're going to be looking at that. He said they did a joint traffic study for this site. They'll continue to look at the recommendations. He and City Manager Cardenas have had conversations quite regularly about how they can get together and pull teams to look at what is the best way to make the safest means of ingress and egress of this facility. They're very appreciative of the partnership and he was appreciative of Council's time and consideration.

Mayor Pro Tem Casey said it was good to see Mr. Mainka. She echoed his comments about the partnership. She said she remembers the years before he joined the district. She doesn't think they had the same kind of amicable and trusting relationship that they are both enjoying today. She said it only serves the Novi community when they work together. She appreciates the perspective he has. She didn't have a question for him, but she did have a comment. She said when this last came before them at FAC a couple of months ago, one of the comments she made was that if you look at Novi Way, she's

really supportive of the idea of giving the school district an easement and she appreciates that they're talking about rebuilding the road, so to speak. The open question she had was does the road also include the turnaround for the buses. She said where the turnaround is scheduled right now is through the parking lot that supports Power Park. Putting heavy buses on a road is one thing. Putting heavy buses into that parking lot is another. Her comment was to the City attorney that when they continue to refine the negotiation, the agreement for the easement, she'd like to make sure they are incorporating the additional pavement and roadwork that would need to get done to support that road. It would not be a helpful thing to have that road crumble. She said as much as they supported Novi Way, she wants that parking lot to be covered as well. Mr. Mainka asked if he could respond to that. Mayor Pro Tem Casey said yes. He said it is certainly their intent to make sure that all of that parking lot and that area is rebuilt to the same specification. Another thing that is in the agreement that they discussed extensively since their last meeting, there will be no trees infringed upon or moved that are on the City's property. He said they are not trying to move that road closer or anything like that. They're simply trying to make it so that they can rebuild it, obviously within a few feet, but there will not be any infringement on the existing Power Park facility. Mayor Pro Tem Casey said she appreciated him reiterating the fact about the trees because he didn't get a chance to say that earlier.

Mayor Pro Tem Casey said her second comment/question to the City manager was if there were a projection in the documentation to increase the size of the drainage pond to some x factor. Do they know what the x factor is? She wanted to say it was 20,000, but she wasn't 100% sure. City Attorney Schultz confirmed that it is 20,000 cubic feet. He said that number has been reviewed and approved by the engineering department. Mayor Pro Tem Casey said that incorporates the expectation of some kind of building, whatever purpose it may have, replacing the existing police station, changes to parking that may be required, etc. She asked if they are comfortable that that number is going to be, if not just sufficient, well sufficient to what the City's needs are going to be. She said she was just double-checking the question. City Attorney Schultz said yes that is what they're told.

CM 26-06-072 Moved by Casey, seconded by Gurumurthy: MOTION CARRIED 7-0

Approval of Purchase Agreement by and between the City of Novi and the Novi Community School District involving a portion of property owned by the City at the Civic Center Complex, in connection with planned improvements to the District's Educational Campus, subject to final, minor revisions to the language of the Agreement by the City Manager and City Attorney, and also subject to the City Manager and City Attorney approving language of the Stormwater Easement and Driveway Access and Utility Easement referred to in the Purchase Agreement before the Purchase Agreement is signed by the City.

Member Heintz said, like the other Council member who spoke, he thinks it was quite nice how Novi Way was the roadway that was discussed or mentioned. It might not have always been the case that the City and the school district have worked in close

relationship, but he thinks this should be a potential theme as this is the new Novi way of doing things, working closely with the school district.

Mayor Fischer thanked Mr. Mainka and said he had lived in Novi for a long time, and he has seen a lot of superintendents. He doesn't think the collaboration between the school district and the City has ever been better. He thinks that has to do with City Manager Cardenas with the City and Mr. Mainka and his board with the school district. He said it's amazing to see the work, the collaboration and the willingness to do this. He said, frankly, that is what he thinks the residents expect. They want to see this kind of work. He said the district had a potential issue with their site that would cost a lot more money. He said if you think about it, this collaboration between the City and the district is saving the residents money on the district project and the City is getting rid of a retention pond that the district is going to take over and beautify. He asked Mr. Mainka if that is still part of the plan. Mr. Mainka said yes. Mayor Fischer said the City had no plans to make it any better, but the district is going to make it large enough for their facility to be built. He said the City will also be able to do things in the future on the City campus in collaboration with the district. The City gets a new road. The district gets access to their building. He said this is exactly what residents expect from both the school district and the City. He thanked him and the school board for their work on this project. He thanked his colleagues and the City staff as well. Mr. Mainka thanked Mayor Fischer and said it has been an honor. He said the board is honored to work with the City as well.

Roll call vote on CM 26-06-072 **Yeas: Heintz, Martinez, Smith, Staudt, Fischer, Casey, Gurumurthy**
Nays: None

2. Appointments to Boards and Commissions

CM 26-06-073 **Moved by Casey, seconded by Smith: MOTION CARRIED 7-0**

Appointment of Glen Stroup to the Cultural Arts Advisory Committee for the term expiring on 12/31/27.

Roll call vote on CM 26-06-073 **Yeas: Martinez, Smith, Staudt, Fischer, Casey, Gurumurthy, Heintz**
Nays: None

CM 26-06-074 **Moved by Staudt, seconded by Casey: MOTION CARRIED 5-2**

Appointment of Larry Czekaj to the Library Board for a term expiring 03/01/2027.

Roll call vote on CM 26-06-074 **Yeas: Smith, Staudt, Fischer, Casey, Gurumurthy**
Nays: Heintz, Martinez

3. Approval of resolution to authorize the final Budget Amendment of Fiscal Year 2025/26; #2026-5.

CM 26-06-075 Moved by Casey, seconded by Smith: MOTION CARRIED 7-0

Approval of resolution to authorize Budget Amendment #2026-5.

**Roll call vote on CM 26-06-075 Yeas: Staudt, Fischer, Casey, Gurumurthy,
Heintz, Martinez, Smith
Nays: None**

4. Consideration of Resolution Acknowledging the Updated Multi-Year Budget Projections for Fiscal Years 2027/28 and 2028/29.

City Manager Cardenas said this is a response to Council's direction back on May 4, 2026 to address the budget deficiencies for those fiscal years the mayor just mentioned, 2027 and 2028. Now, instead of waiting until those budget years are upon them, the proposed projections, as described in the resolution, recognize 10 positions, all currently open, unfilled, as being eliminated from those fiscal years 2026-2027 through 2028-2029. Some of those positions have been open for quite some time as there has been constant attrition and/or retirements. In essence, the City has been at the staff limit level for some time. By the end of fiscal year '28-'29, the City's fund balance will be projected to be at 29% or \$14.6 million, in line with Council's direction.

Member Gurumurthy said she had a few questions in terms of the whole staffing position elimination. She said she wanted to make sure it's positions they were never planning to fill versus a hiring lag. She said most importantly, she thinks the quality of services because for the next three years, if you're not filling those positions, is that going to impact the quality of service or are they confident that it'll remain the same? City Manager Cardenas said they are quite confident it will remain the same. He wouldn't say they are 100% they're going to plan on filling all of those, but most of those have been open for some time, especially in public safety with respect to attritions or when they would hire a couple and then another couple would retire. The City has been at that staffing level for some time. He said to finalize that, they are confident they're going to be maintaining the same service level they always have. Member Gurumurthy said they'd have to look at this again after three years. City Manager Cardenas said every year they'll be looking at the budget and seeing what can be done. He doesn't think they're going to re-look at this particular proposal. He thinks at the end of the three years, they'll be innovative and change how they work. He doesn't think this is going to be technically how they're going to look at this after three years. He said hopefully, the funding levels will be back or they will have made efficiencies that they can return to these. He said it's up in the air, but he thinks it's a good path forward that they've been able to identify. Member Gurumurthy said he had already mentioned there are few ideas that might help keep things stable, even without filling these positions. She said it would be good to understand the options or other ideas to help fill the needs unless they are confident that they can eliminate those positions and the level of service will stay the same. She said it would be good to see those ideas sooner than later. City Manager Cardenas said yes, they'll be looking at those ideas in terms of

how they can be more innovative. He said he believes that is what Council has pushed him and the staff for over a year. He didn't want to draw those correlations between these positions and their innovative efforts. He said these are things they've identified now, but there are some other ideas they have out there that they need to evaluate and determine what the cost efficiencies are of those and what those costs get ramped up that make them more efficient. He thinks there are two separate silos they're working off of. Member Gurumurthy clarified by saying basically, if they are eliminating, then they will not need to add those again. City Manager Cardenas said as time goes by, they'll see. He thinks they'll be a completely different kind of city and operation in three years. He doesn't think they want to be beholden to the idea that three years prior, they lost this position and we need to bring it back. Member Gurumurthy said she would like to keep this in mind every year and then think through the next. She said they'll do the next three years, but she knows the growth is going to happen. It's going to be a different set of services that they will need to satisfy the residents, so this is a constant thing. It's not as easy as simply eliminating.

Member Gurumurthy said that's one thing and then with the public safety, the percentage of staff position is, the whole public safety is the maximum, so she always cringes about the response times. Then, the City is building a new facility, so that's another thing as well. She thinks it all goes hand in hand. If they are thinking of anything related to keeping the quality of service, but without these positions being filled, she would like to see those ideas sooner than later. She then said she knows they are moving some capital savings, like trucks and vehicles, past three years. She wanted to make sure that not everything is pushed to after three years and suddenly, at the end of the third year, they have to scramble and think of all the things. She wanted to know if there is a gradual transition. She said they also have to stay on top of maintenance, something that is constant. She said if you're not replacing it, you are using it. Is that going to be an additional cost that they have not planned for? She said she wanted to make sure they are all aware of these things so they can keep an eye on them. The sooner they know how to keep things stable, the better.

Member Smith asked City Manager Cardenas and Assistant City Manager Mahoney when they expect to have the results from the biannual survey back. City Manager Cardenas said he believes the survey will be going out this fall, like Assistant City Manager Mahoney said. He believes they'll have responses pretty quick, likely by the end of the year. Member Smith said when they go through the budget for next year, it'd be good to look at those results and the cuts they've made and just make sure that things are still lining up.

Member Staudt said he hadn't planned on speaking, but there were some comments he had heard that need a little clarification. One is that the second and third year of this budget are a planning tool more than anything. He asked City Manager Cardenas if it is a legal requirement. City Manager Cardenas said it is not. Member Staudt said they started this three-year budgeting back when Mayor Gatt was elected, maybe 15 years ago, and it was a good guide. He said it was in a period of time that was extremely difficult. This one has snuck up on them a lot more than it did in 2009-2010. They had seen it coming. They started preparing, but they didn't have any idea where it was going to

go. He said this one is a lot more difficult because this is a slow, gradual increase in employee compensation and other costs and, incidentally, at the exact same time, their capital improvement millage is expiring, and they have another vote in November. He said they should trust him when he says if they don't pass that, they're going to have to suddenly start paying for fire engines and police cars and all kinds of things that they haven't been paying for for the last 10 years. He said if they think things are difficult now, they're going to be extraordinarily difficult if that doesn't pass. They've become a little bit dependent on this additional mill for their capital improvement projects. He can't even imagine what it's going to be like moving forward for the next 10 years without that. This is a good first step. It gives them some planning and it gives them some ability to forecast some additional cuts. This isn't going to be easy and they need to be prepared. He is happy to support this motion and move it forward, but they're going to have a very serious discussion next year if the capital improvement millage doesn't pass.

Mayor Fischer said, kind of alluding to what Member Gurumurthy was talking about, they're taking out some positions that were vacant for a while. He said he wanted to impress upon them that that's kind of the easier choice of what to do at this point. He really thinks that it's incumbent upon the City manager's office over the next year or the next several years to continually look at the structure of City Hall and the staff they have there. He said there may be opportunities to shift and fill some of these positions by realizing efficiencies in other departments. It reminds him of the fact that he thinks the last major overhaul that they had in staff or staff structure was when they did the Parks and Recreation Cultural Services Department and created that department. He said that was the last time there was a major change in the structure of the City. He thinks that as they continue to move through these budget years, every single position should be scrutinized and there may be an opportunity to bring some of the public safety ones back if that's where they need to prioritize their funding.

Mayor Fischer commented on Member Staudt's comment that this has kind of snuck up on them. They were also down in the finance department as far as staffing, but he wanted to make it very clear that this is the last year that he plans on breaking this process into two. From here on out, as long as he is sitting at that table, the full three years needs to be presented to Council in March or April with the budget. He would highly encourage that at that time, the fund balance is what it needs to be. That's his expectation going forward and he wanted to set that a good nine months before they get into the next budget cycle. He said he appreciated all the hard work staff had put into this and the hard work and the thought that City Manager Cardenas had put into this. It wasn't an easy task with the monumental amount that they've had to overcome. He thinks they've done a fairly good job and he is proud to support this. He said he will be looking for additional strategic and critical thinking as it relates to staffing and positions that they're filling when they start having conversations next April.

Member Heintz said he was thinking of things that wouldn't be redundant to everyone else. From his still novice and still learning perspective, he wanted to challenge the City to continue to think outside the box whenever they can. He said he understands on this, later on, these items or even throughout the process, they might be supplementing different positions with contractor-like roles when they don't need a full-time position in that role to

continue to meet the needs of the residents. From his perspective, when they do things like that, there might be a loss in connectivity, a loss in continuity, especially if any contractor-like role might be mixed and matched from time to time. He said they should think creatively wherever they can. For example, if they need a quarter person rather than a full-time person, maybe they can share roles within adjacent cities or Oakland County or whatever the process might be. He said he was still learning, not knowing what's possible. He said they should not simply continue to operate how they always operate but instead think of how they can mix things up, do things differently and still get the high-quality service. If a contractor will do, that's good enough. He said they'd want to add that continuity with somebody who really knows Novi and continues to work in Novi. He said maybe they only need them for part of the time, so they could try to find different ways to make it work for them financially and from a service level as well. He said he appreciated their time and he looks forward to seeing what will happen in the future.

CM 26-06-076 Moved by Casey, seconded by Smith: MOTION CARRIED 7-0

Approval of Resolution Acknowledging the Updated Multi-Year Budget Projections for Fiscal Years 2027/28 and 2028/29.

Roll call vote on CM 26-06-076

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

Nays: None

5. Consideration of the City's 2026-2027 property and liability insurance coverage with Michigan Municipal League Liability and Property Pool in the amount of \$607,328, and authorize the Mayor to sign the required Intergovernmental Contract to join the pool.

City Manager Cardenas said the City has been with Travelers Insurance since 2024 via their Kapnick Insurance Brokers. When Kapnick went back out to the market, they only got one bid from Travelers. City administration engaged the Michigan Municipal League Liability and Property Pool for a quote. The financial administration discussed this matter back at their June 1st meeting. After all the evaluations, all the meetings they had, the overall experience, customer service efforts and recommendations from other communities, ultimately led the staff to suggest moving to the Michigan Municipal League Liability Pool. He said they will look at the deductibles moving forward because we've had the same deductibles for quite some time, so he thinks once they get this relationship established, then can look at other ways of how they can adjust their current policy and bring it up to where it needs to be in 2026.

CM 26-06-077 Moved by Martinez, seconded by Gurumurthy: MOTION CARRIED 7-0

Approval of the City's 2026-2027 property and liability insurance coverage with Michigan Municipal League Liability and Property Pool in the amount of \$607,328 and authorize the Mayor to sign the required Intergovernmental Contract to join the pool.

Member Martinez said to the City Manager that he noticed that in this MML Liability and Property Pool there is coverage for cyber insurance, data breach, and things of that sort. From his view of it, that seems to overlap with item 6 on their agenda. He asked if there was an overlap or if that was intentional. City Manager Cardenas said yes, it was intentional. He also said the level of insurance they have is not to the need that they need that they have. He explained that they've had this relationship with Cowbell before. This is the level that they have, and he thinks they all receive those fantastic videos that talk about cybersecurity. It's maintaining that current service that they have. It's another service, but it doesn't reach the support and coverage that they are desperately in need of in case something happens in the future. Member Martinez said that was perfect and he thanked City Manager Cardenas for his response.

Roll call vote on CM 26-06-077

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

Nays: None

6. Consideration of the City's 2026-2027 cyber insurance coverage with Cowbell in the amount of \$39,397.

CM 26-06-078

Moved by Martinez, seconded by Gurumurthy: MOTION CARRIED 7-0

**Approval of the City's 2026-2027 cyber insurance coverage with
Cowbell in the amount of \$39,397**

Member Smith said to the City Manager that he noticed it said because it's not a Michigan company, if they become insolvent, the City's claims would not be guaranteed. He's assuming that means if it were a Michigan company, they would be guaranteed. City Manager Cardenas said that was a good question. He'd have to look into that and get back to Member Smith about it. Member Smith said that was just his engineering mind at work. He then said given the nature of cyber issues, their entire base of people that they're insuring could be pretty exposed. It's not like house insurance or something like that where a tornado might hit you, but not anyone else, and there is a basis to pay for that. If they did get hit and went bankrupt, he would just like to know why, what the issue is with a non-Michigan company. If that really is the case, maybe they should be looking at Michigan companies. He said we need this. He's not sure what the timing on getting this coverage is, but if it's imminent, he would support it. If not, he would want to go back and have a look at that. City Manager Cardenas said "imminent" seems very dire, but the City's coverage ends by July 1st. He said they can definitely look into this and get back to him. They can also always change after the fact as well, so they can get him that so he could have it now, and then they can get him those answers posthaste. Member Smith said "imminent" seems appropriate for something ending in July. He said they don't want to go completely uncovered.

Mayor Fischer said Member Smith had brought up a couple of good points. He said City Manager Cardenas had already mentioned this, but the deductibles are something they can make sure they're in line with some of their other cities. He suggested that maybe, if they package all of that up for Council, that would be very helpful in the coming months.

Roll call vote on CM 26-06-078

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

Nays: None

7. Consideration of Labor Agreement between the City of Novi and the Novi Professionals Association of the Michigan Association of Public Employees for a contract term of July 1, 2026, through June 30, 2029.

City Manager Cardenas said as a reminder, this is breaking up the current main group into two different factions, one dealing with just the City Hall group and one for their Public Works and Parks Maintenance. He gave kudos to their team, especially Tia Gronlund-Fox, Ms. Mahoney, and Elise Marra. They did a really great job, including department directors, Mr. Herczeg, Ms. Mikus, Mr. Boulard, and all the directors that have staff in this. It was really a collaborative effort. He appreciated the union members as well, coming to the table and working with them to find common ground.

CM 26-06-079 Moved by Casey, seconded by Smith: MOTION CARRIED 7-0

Approval of Labor Agreement between the City of Novi and the Novi Professionals Association of the Michigan Association of Public Employees for a contract term of July 1, 2026, through June 30, 2029.

Roll call vote on CM 26-06-079

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

Nays: None

8. Consideration of Labor Agreement between the City of Novi and the Michigan Association of Public Employees DPW/Parks Maintenance for a contract term of July 1, 2026, through June 30, 2029.

CM 26-06-080 Moved by Smith, seconded by Martinez: MOTION CARRIED 7-0

Approval of Labor Agreement between the City of Novi and the Michigan Association of Public Employees DPW/Parks Maintenance for a contract term of July 1, 2026, through June 30, 2029.

Roll call vote on CM 26-06-080

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

Nays: None

9. Consideration of a contract for mowing services to Teddy's Lawn & Landscape, at an estimated annual cost of \$148,590.

CM 26-06-081 Moved by Casey, seconded by Smith: MOTION CARRIED 7-0

Approval to award a unit price contract for mowing services to Teddy's Lawn & Landscape, the second lowest qualified bidder, at an estimated annual cost of \$148,590 for one (1) year with the option of three (3) one-year renewals.

Roll call vote on CM 26-06-081

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

10. Consideration of approval to award a contract for forestry services to CutMyTreeDown.com and Owen Tree Service Inc., at an estimated annual cost of \$544,000.

CM 26-06-082 Moved by Casey, seconded by Martinez: MOTION CARRIED 7-0

Approval to award a unit price contract for forestry services to CutMyTreeDown.com and Owen Tree Service Inc., the two lowest qualified bidders, at an estimated annual cost of \$544,000. The contract term is eight months with three optional one-year extensions.

Roll call vote on CM 26-06-082

Yeas:	Staudt, Fischer, Casey, Gulumurthy, Heintz, Martinez, Smith
Nays:	None

11. Consideration of approval to award the Novi Road Median Drainage Improvements, 12 Mile Road to 13 Mile Road, project contract to Merlo Construction Co., the qualified second-low bidder, in the amount of \$663,737.

Member Heintz said this is the second time on the meeting's agenda where they had the qualified second-lowest bidder. He said he wanted to make sure that the process of selecting the appropriate individual was going to be done. He said while cost isn't very important, they should look at the process of what makes an individual a qualified individual and not necessarily always going for the lowest bid. In his mind, they should make sure to notice things they learn along the way, like any kind of common tendencies, when they have to go to another individual. In his mind, they don't always have to go with the lowest bidder if there is something that makes it more appropriate to go with quality over a few bucks.

Member Smith said when they talked about this the first time, he thought it was too expensive. He said he still thought so, so he wouldn't support the motion.

CM 26-06-083 Moved by Casey, seconded by Staudt: MOTION CARRIED 4-3

Approval to award the Novi Road Median Drainage Improvements, 12 Mile Road to 13 Mile Road, project contract to Merlo Construction Co., the qualified second low bidder in the amount of \$663,737.

Roll call vote on CM 26-06-083

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

CONSENT AGENDA REMOVALS:

G. Approval of claims and warrants – Warrant 1204

Mayor Fischer said he removed Item G which is the warrant. He told City Manager Cardenas that he noticed they had a \$190,000 payment to Priority Waste. He asked City Manager Cardenas what that was for. City Manager Cardenas said it was for Priority Waste's bill for the month of May 2026. It included solid waste recycling and yard waste collection for that month. Mayor Fischer said they've had quite a few updates and they've heard from quite a few residents that there have been delays. He asked City Manager Cardenas if any of those delays were in May. City Manager Cardenas said yes, there was a considerable number of delays that they experienced, more so than they had usually had over the previous few months. He said a lot of them were yard waste, but they also had a lot of recycling delays that month as well. Mayor Fischer asked if the amount of \$190,000 had been discounted by Priority for their failure of services. City Manager Cardenas said no, it had not been discounted at all. Mayor Fischer clarified that the City had been paying "full freight" for bad service. City Manager Cardenas said yes, they are paying the same amount for the service disruption. Mayor Fischer said the City is paying the same amount they would if they got the correct level of service under the agreement. He said the City was not getting the amount of services and the level of service that Priority Waste had promised in the agreement, yet they were still paying the same amount. City Manager Cardenas said that was accurate. Mayor Fischer asked what the City had done to rectify this issue with Priority Waste or at least, to get a discount. He asked what Priority Waste's position was in this situation. He asked if they think they're doing a great job. He asked if they think they are A+ students. City Manager Cardenas said he doesn't believe they think that. He said, if they're using that analogy, then Priority Waste fired who would have been the principal. The CEO has been relieved. They've done an overhaul with respect to their leadership. He said they would be meeting with Priority Waste and the City's consortium of solid waste and recycling partners on Thursday of the upcoming week. Priority Waste has promised that they have new vehicles. This is important because the old vehicles have been the root cause of the disrupted service. That is what they've been told in the past. Priority Waste believes they are moving in the right direction to rectify this, but there have still been some interruptions in service in June. Mayor Fischer said they've been hearing about this same situation for over a year or two. He asked what the trend on their missed pickups is at this point. He said it's getting worse. City Manager Cardenas said yes, it has been getting worse, especially with May. It was not a good month in terms of... Mayor Fischer asked what their excuse was for May. He guessed it was that people started cleaning up their yards like they do every May since people started building homes. He asked if they didn't expect this. He doesn't understand how that could be an excuse. City Manager Cardenas said Priority Waste goes back to truck issues, and they haven't actually talked about staffing. It's been more the trucks have not been serviceable to come and pick up the capacity the City has. Mayor Fischer said they need to start looking at what kind of damages the City can assess

against them ASAP. He said he would not support releasing the payment on the day of the meeting. He said he would support making all the warrant payments except for Priority Waste until they can start to get some information from them on rectifying their poor performance.

Member Martinez thanked Mayor Fischer for bringing this to Council's attention. He asked City Attorney Schultz if the City is still under the original GFL contract now that Priority Waste took over the operations. City Attorney Schultz said yes. Member Martinez said under that contract, if he remembered correctly, there is \$100 penalty for each incident of delayed pickup. City Attorney Schultz said yes, those are the words of the agreement. Member Martinez said the other aspect of it is it's up to \$500 when the vehicles aren't being maintained in operable condition. City Attorney Schultz said yes, he believes there is an escalator. Member Martinez said he was sorry to ask City Attorney Schultz on the spot, but he couldn't find a definition in the agreement to answer his question of how they define "incident." He asked if it meant every household, every day or what the frequency is. City Attorney Schultz said "incident" is not defined in the agreement. Member Martinez said he knows they've had neighborhoods where parts of the neighborhood were picked up and other parts were not. He asked if they could view each of those houses that did not get picked up as an incident. City Attorney Schultz said he would be happy to look at that. He said he could not give Council an answer about that at the meeting, but they would be happy to sit down with staff and administration and see what the City's options are. Member Martinez said he would appreciate that. He agreed with the mayor that he believes the City has been very courteous for a long time in allowing Priority Waste to get their act together. He understands that they fired the person who was in charge, but that doesn't seem to be helping. He said if they're getting excuses, if they're getting more delays and issues, residents should go to the DPW page and send them a ticket notifying them that their trash, recycling or yard waste is not getting picked up. Their staff is tracking that and that will really help them to be able to enforce the contract. He said he agreed with the mayor that the payment should not go through at the meeting.

Member Staudt asked City Attorney Schultz if there are any penalties for the City withholding payment. City Attorney Schultz said there are not any penalties specifically written into the contract. He said there are all the normal contractual provisions that say you're supposed to pay within a certain time and each one of those, he guessed they'd have to evaluate it as they hear from Priority whether they're going to make an issue out of it. He said what he is understanding is that the matter has been removed to take a look to see Council's options and probably have something back to Council at their next meeting. He said that does not seem unreasonable to him given the timing of this. Member Staudt asked if there are any terms within the contract to allow them to withhold damages from their payment. City Attorney Schultz said there is the liquidated damages provision that they were talking about which can be a deduction from their payment, but they'd need to talk about what that could amount to. Member Staudt said this is really giving Priority Waste an opportunity to help the City determine how they're going to recover their damages. City Attorney Schultz said he thought that was a fair statement of question Council will pose to Priority, yes.

Member Gurumurthy said she wanted to take the opportunity to request that they invite the Priority Waste team to come and present to Council, just like they did with GLWA. She said the delay and all that is fine, but she'd like to know what they are going to do to prevent this in the future. She sent a note to Rob about being at the Public Utilities Committee meeting, but she thinks Priority Waste should also have to come to Council and present how they are going to prevent it. She would like to know what their plan of action is.

Mayor Pro Tem Casey said she appreciated Mayor Fischer taking this out of the Consent Agenda so they could have this conversation. Novi is by no means the only community that has been affected. There have been other communities who have very publicly posted on their socials that they are working with Priority Waste to figure out how to calculate the damages. In some instances, the communities are withholding payments entirely. She feels that Council is well justified to have this conversation with them, to have this opportunity to catch their attention, again, financially, and to consider what damages the City might be able to liquidate based on the lack of service. She also said that if they needed to, in the short term, she would be open to having dialogue about relaxing the ordinance that allows them to come in from 7:00 a.m. to 7:00 p.m. There's a time limit for rubbish pick up. If Priority Waste needed that window to be able to pay overtime and get the trash picked up in Novi, she'd be open to that dialogue as well if that becomes a remedy in addition to the remedies they're already talking about. She said she was in full support of withholding payment on that bill at this time but paying everything else on the warrant.

CM 26-06-084 Moved by Casey, seconded by Gurumurthy: MOTION CARRIED 7-0

Approval of claims and warrants – Warrant 1204 with the exception of check 204687 to Priority Waste.

Roll call vote on CM 26-06-084

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

AUDIENCE COMMENT:

Sunitha Ananthaswamy Ramappan, 24935 Portsmouth Ave, said she has proudly called Novi home for more than 20 years. She said although their two children graduated from Novi High School nearly a decade ago, she and her husband have chosen to continue making Novi their home because of the community and the values that are cherished there. She said she was honored to be there tonight to express her interest in serving on the Cultural Arts Advisory Committee. She apologized and said she sings better than she talks. She was a little nervous. She gave many thanks to Toby for encouraging her to apply for this position. She said throughout her life and career, she believed that arts and culture have the power to bring people together, build understanding and strengthen communities. She said bringing the world together with music is her personal motto. As a world musician, she has collaborated with artists from diverse musical genres and cultural traditions, using music as a bridge to foster connection and dialogue. For nearly

15 years, she taught preschool music at Novi Northville Montessori, introducing young children to music from cultures around the world, alongside traditional American folk music. As producer and host of "The World Musician," a show that used to be aired on Chanel 12 in Farmington from SWOCC Studios, she collaborated with artists from across Michigan to share their stories and music. Community service has also been an important part of her work, including leadership roles in cultural organizations and organizing fundraising events that support meaningful causes. What excites her most about the Cultural Arts Advisory Committee is the opportunity to enrich the lives of Novi residents through creativity, education, and cultural connection. If appointed, she would support arts programming, local artists, and partnerships that create meaningful opportunities for cultural exchange. She said Novi is a wonderfully diverse and vibrant community. She said she would be honored to contribute her experience in music, education, media, event planning and community engagement to help ensure that Novi's arts programs reflect and celebrate that diversity while bringing residents together.

COMMITTEE REPORTS: None

MAYOR AND COUNCIL ISSUES: None

COMMUNICATIONS: None

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 8:22 P.M.

Cortney Hanson, City Clerk

Justin Fischer, Mayor

Transcribed by Diana Charles
Customer Service Representative

Date approved: July 13, 2026



CITY OF NOVI CITY COUNCIL
JULY 13, 2026

SUBJECT: Approval of resolution recognizing Feline Fund as a nonprofit organization operating in the City of Novi for the purpose of obtaining a charitable gaming license from the State of Michigan.

SUBMITTING DEPARTMENT: City Clerk

KEY HIGHLIGHTS:

- The purpose of Feline Fund is to ensure that every cat; feral, stray, or pet has access to the veterinary care they need.
- The club is applying for a Charitable Gaming License from the State of Michigan and are required by the State Act 382 of 1972 to request a resolution recognizing them as a non-profit organization from the jurisdiction where they are based.

BACKGROUND INFORMATION:

Feline Fund is a nonprofit organization committed to ensuring every cat; feral, stray, or pet has access to the veterinary care they need. In 2025, they provided care to over 2000 cats across the State of Michigan and spread awareness on TNR (Trap, Neuter, Return). They are applying for a Charitable Gaming License from the State of Michigan and are required by the State Act 382 of 1972 to request a resolution recognizing them as a non-profit organization from the jurisdiction where they are based. Such a resolution carries no obligation from or endorsement by the City of Novi.

The Police Department has reviewed their submission and finds no reason to deny the request.

RECOMMENDED ACTION: Approval of resolution recognizing Feline Fund as a nonprofit organization operating in the City of Novi for the purpose of obtaining a charitable gaming license from the State of Michigan.



State of Michigan
Michigan Gaming Control Board
Millionaire Party Licensing
3062 W. Grand Blvd, Suite L-700
Detroit, MI 48202-6062
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

MILLIONAIRE PARTY QUALIFICATION FORM (Local Civic Organization)

For Internal Use Only

The organization must complete this form and submit along with the required qualification documents as noted on the following page(s). **Please allow at least 8 weeks for the qualification process.**

1. Name of Organization Feline Fund			
2. Doing Business As (DBA) (if applicable) Feline Fund		3. US Federal Employer Identification Number 87-2185444	
4. Organization Physical Address 22530 Napier Rd			
City Novi	State MI	ZIP Code 48374	County Oakland
5. Organization Mailing Address ☒ Same as Physical Address			
City	State	ZIP Code	County
6. Telephone Number 7349455895		7. Fax Number	
8. Date Organization Established 12/21/2021			
9. Is your organization a candidate committee, political committee, political party committee, ballot question committee, independent committee, or any other committee as defined by, and organized pursuant to, the Michigan Campaign Finance Act 388 of the Public Acts of the Public Acts of 1976, as amended, being sections 169.201 to 169.282 of the Michigan Compiled Laws? ☐ Yes ☒ No			
10. Briefly describe the purpose of the organization Feline Fund is a nonprofit organization committed to ensuring every cat: feral, stray, or pet has access to the veterinary care they need.			
11. Name of Organization's Principal Officer Tara Tomcsik		12. Principal Officer's Title Founder and ED	
13. Principal Officer Mailing Address			
City	State	ZIP Code	County Oakland
14. Email Address tara@felinfund.org		15. Telephone Number	16. Fax Number
17. Name of Authorized Contact Person ☒ Same as Principal Officer		18. Authorized contact person's position or role with organization	
19. Contact Person Mailing Address			
City	State	ZIP Code	County
20. Email Address		21. Telephone Number	22. Fax Number
The undersigned hereby certifies that the representations, information, and data presented are true, accurate, and complete to the best of the undersigned's knowledge. The undersigned understands that failure to answer truthfully, completely, and accurately could preclude the organization from receiving an approval to obtain a gaming license.			
Principal Officer Signature 		Date 06/25/2026	
Authorized Contact Signature 		Date 06/05/2026	

PLEASE READ CAREFULLY

Please mail this completed form and the required qualification documentation to Michigan Gaming Control Board, Millionaire Party Licensing, 3062 W. Grand Blvd, Suite L-700, Detroit, MI 48202-6062 – or email to: Millionaireparty@michigan.gov

If you would like to qualify for a raffle, bingo, or charity game ticket license, please visit the Charitable Gaming Division website at www.michigan.gov/cg for more information.



State of Michigan
Michigan Gaming Control Board
Millionaire Party Licensing
3062 W. Grand Blvd, Suite L-700
Detroit, MI 48202-6062
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103a(i)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Feline Fund _____ of Novi _____,
NAME OF ORGANIZATION CITY

county of Oakland _____, asking that they be recognized as a nonprofit
COUNTY

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be
considered for _____
APPROVAL/DISAPPROVAL

<u>APPROVAL:</u>	Yeas: _____	<u>DISAPPROVAL:</u>	Yeas: _____
	Nays: _____		Nays: _____
	Absent: _____		Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted
by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

Organization Information: 22530 Napier Rd, Novi, MI 48374

ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP
Tara Tomcsik 7349455895

ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE PHONE NUMBER



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

RAFFLE LICENSE APPLICATION

For Bureau Use Only

ALLOW 4-6 WEEKS FOR PROCESSING.
PLEASE PRINT OR TYPE IN BLUE OR BLACK INK.

Q U A L I F I C A T I O N I N F O R M A T I O N	1. Organization Name Feline Fund				2. Organization ID Number or Last License Number Issued NA	
	3. Organization Street Address 22530 Napier Rd		City Novi	State MI	Zip Code 48374	
	Organization Mailing Address 22530 Napier Rd		City Novi	State MI	Zip Code 48374	County 63 Oakland ☐
	4. Has your organization ever received a license such as bingo, raffle or charity game ticket? ☐ Yes - Complete application and submit with the appropriate fee. ☒ No - You must submit the documentation requested on the Qualification Requirements sheet and become qualified before any licenses can be issued. The Qualification Requirements sheet can be obtained from our website at www.michigan.gov/cg or by calling our office at (517) 335-5780.					
	5. Is your organization a candidate committee, political committee, political party committee, ballot question committee, independent committee or any other committee as defined by, and organized pursuant to, the Michigan Campaign Finance Act 388 of the Public Acts of 1976, as amended, being sections 169.201 to 169.282 of the Michigan Compiled Laws? ☐ Yes ☒ No				6. Has your organization received contributions or made expenditures of \$500 or more in the last calendar year for the purpose of influencing or attempting to influence the action of voters for or against the nomination or election of a candidate, or the qualification, passage, or defeat of a ballot question? ☐ Yes ☒ No	

S I G N A T U R E (S)	7. Provide name, title, home address, and telephone numbers for the PRINCIPAL OFFICER, e.g., president, grand knight, worthy matron, etc., and the vice president or equivalent and one other officer of the organization. SIGNATURE OF PRINCIPAL OFFICER REQUIRED - OR - TWO signatures of the vice president or equivalent and one other officer. Original signatures are required. Electronic or stamped signatures are not accepted. NOTE: Executive director signature not acceptable.			
	Name and Title		Street, City, State, ZIP Code	Telephone Numbers
	Principal Officer Tara Tomcsik			Day
	Title Founder and Executive Director			Evening
	Signature of Principal Officer		Email Address tara@felinefund.org	Date 05/15/26
	- OR -			
	Name and Title		Street, City, State, ZIP Code	Telephone Numbers
	Vice President or Equivalent Meredith McNamara			Day
	Title Board Vice Chair			Evening
	Signature of Vice President or Equivalent		Email Address	Date 05/15/26
	Name and Title		Street, City, State, ZIP Code	Telephone Numbers
	Other Officer Michael Husak			Day
	Title Treasurer			Evening
	Signature of Other Officer		Email Address	Date 05/15/26
	By signing above, I CERTIFY that I am at least 18 years of age, the organization applying is a NONPROFIT organization, I have examined this application and there is no misrepresentation or falsification in the information stated or attached, and the facts underlying our original qualification status remain unchanged. I CERTIFY that ALL chairpersons associated with this raffle will read and understand the duties and responsibilities of a Raffle Chairperson as described in the Raffle Guide and Raffle Rules before performing any duties as a chairperson. I FURTHER CERTIFY that I am aware that false or misleading statements will be cause for rejection of this application or revocation of the right to obtain any future licenses and I AM AWARE OF AND AGREE TO the conditions of Act 382 of the Public Acts of 1972, as amended, and the rules and directives of the Michigan Bureau of State Lottery.			

COMPLETE THE ENTIRE APPLICATION AND MAKE A COPY FOR YOUR RECORDS



COMPLETION: Required for licensure.
PENALTY: No license will be issued.

R A F F L E I N F O R M A T I O N	8. Contact Person Tara Tomcsik				9. Raffle Location (building name, if any) Royal Oak Leprechauns			
	Mailing Address Where License Should Be Sent 22530 Napier Rd				Street Address 31050 Woodward Ave			
	City Novi		State MI	ZIP Code 48374	City Royal Oak			
	Telephone Number (Day)		Email Address tara@felinefund.org		ZIP Code 48073		County 63 Oakland ☐	
	10. List name, home address, and telephone numbers of the raffle chairperson(s). Must be a member for 6 months. If your organization does not have general membership, chairperson must be a board member for 6 months. Playing card progressive raffles require at least 2 chairpersons. Attach additional list if necessary.							
	Raffle Chairperson			Street, City, State, ZIP Code			Telephone Numbers	
	Name Tara Tomcsik						Day	
	Email Address tara@felinefund.org						Evening ()	
	Name Michael Husak						Day	
	Email Address						Evening ()	
	11. Dates when total value of all prizes awarded in one day is \$500 or LESS.				12. License Fee			
S M A L L	Drawing Date(s) and Time(s) (Must be between the hours of 8 a.m.-2 a.m.)				All drawing dates included on this application must be at the same location. Small Raffle Drawings - \$15 for 1, 2, or 3 dates plus \$5 for each additional drawing date. Large Raffle Drawings - \$50 for each drawing date. a. 1, 2, or 3 small drawing dates \$15 = _____ b. Additional small drawing dates _____ x \$5 = _____ c. Large drawing dates 1 x \$50 = 50 FEE (total lines a, b and c) \$ 50			
	Date _____ Time a.m. _____ to _____ a.m.							
	Date _____ Time a.m. _____ to _____ a.m.							
	Date _____ Time a.m. _____ to _____ a.m.							
	☐ Check here if there are additional drawing dates and attach list.							
	Dates when total value of all prizes awarded in one day is MORE than \$500.							
L A R G E	Drawing Date(s) and Time(s) (Must be between the hours of 8 a.m.-2 a.m.)							
	Date 08/01/26 Time p.m. ☐ 06:00 to 09:00 p.m. ☐							
	Date _____ Time a.m. _____ to _____ a.m.							
	☐ Check here if there are additional drawing dates and attach list.							
T I C K E T I N F O R M A T I O N	13. • If you are conducting an in-house raffle ONLY where there is no presale of the raffle tickets before the event, there is no need to complete the raffle ticket below. • Ensure the event times listed in #11 reflect the entire occasion, meaning the beginning time you will start selling in-house raffle tickets on the event date and the ending time when all prizes have been awarded.							
	14. • If you are preselling tickets before the event, complete the boxes below in ink; ensure the ticket is printed with all of the required items according to Raffle Rule 506. • Indicate any additional information that will appear on the actual tickets.							
	RAFFLE						<u>001</u> Ticket #	
	Name of Licensee						Purchaser's Name Purchaser's Address Purchaser's Phone #	
	Drawing Date(s)		Drawing Time(s)					
	First Prize *							
	Ticket Price							
	Raffle Location		(to be added when issued) License Number					
	* For large prizes, you may want to include a disclaimer that states "If xxx (indicate number) tickets are not sold, the drawing will revert to a 50/50 raffle with the minimum prize of \$xxx (indicate dollar amount) awarded."							

Make checks payable to: STATE OF MICHIGAN
 Submit completed application, supporting documents, and license fee to:
 Charitable Gaming Division, Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY: 101 E. Hillsdale, Lansing, MI 48933

Date _____ Time _____ a.m. to _____ a.m.



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

FELINE FUND
3130 JOHANNA WARE W
WIXOM, MI 48393

#1

Date:
12/22/2021
Employer ID number:
87-2185444
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
August 11, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053677006181

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

**Bylaws of
FELINE FUND**

Article I
Corporate Name and Offices

Section 1. Corporate Name. The name of the corporation is Feline Fund, referred to herein as Feline Fund or Corporation.

Section 2. Initial Principal Office. The Corporation's principal office may be at such place within the state of Michigan as the board of directors may determine from time to time. The Corporation's initial Principal Office shall be located at 3130 Johanna Ware W Wixom, MI 48393.

Section 3. Other Offices. The board of directors may establish other offices in the state of Michigan.

Article II
Board of Directors

Section 1. General Powers. The management of Feline Fund shall be vested in a volunteer Board of Directors. The Board of Directors shall supervise and control the business and affairs of the organization. The board may hold or dispose of property, real or personal, as may be given, devised, or bequeathed to it or entrusted to its care and keeping, and may purchase, acquire, and dispose of such property as may be necessary to carry out the purposes and programs of the Corporation.

Section 2. Number. The Board shall not consist of less than 3 or more than 19 persons.

Section 3. Qualification as a Director. The Corporation is committed to a culture of diversity and inclusion. The Corporation will endeavor to have a board that is diverse, reflective of the animal welfare community, and that possesses the necessary skill sets to assure that Feline Fund can effectively meet its purpose.

Section 4. Duties. Members of the board of directors owe a legal fiduciary duty to the Corporation and shall act only in Feline Fund's best interest. The board shall act as a body; no individual director may speak or act on behalf of the board unless authorized by the board. Board members shall respect the confidentiality of board deliberations and shall support decisions voted by the board even when the board member dissented in the vote.

Section 5. Annual Meeting. An annual meeting shall be held each year in the first quarter of the fiscal year or at another time and date agreed upon by the board, at which an election of new directors will be held. If the annual meeting is not held during the first quarter of the fiscal year, the board shall cause the meeting to be held as soon thereafter as is convenient.

Section 6. Term of Office. Directors shall hold office for three years, or until their successors are elected unless, prior to then, they have resigned or been removed from office. Terms shall be staggered so that, as nearly as possible, an equal number of terms shall expire each year. Each new directorship's initial term shall be identified when the new directorship is established. Any initial term that is less than 3 years shall not be included in the determination of whether a director is barred by term limits from serving an additional term.

Section 7. Term Limits. No director shall serve more than two consecutive three-year terms. Members of the Board of Directors must retire from active leadership on the board for at least one year after serving two consecutive three-year terms. Notwithstanding the foregoing, a board member serving in a role of significant importance to Feline Fund, such as a liaison to secure a major grant, may be elected to serve on an annual basis without term limit.

Section 8. Regular Meetings. Regular meetings of the board may be held at the time and place as determined by resolution of the board without notice other than the resolution.

Section 9. Special Meetings. Special meetings of the board may be called by the president/board chair or any two directors at a time and place as determined by those persons authorized to call special meetings. Notice of the time and place of special meetings shall be given to each director in any manner at least three days before the meeting.

Section 10. Notice of Meetings. Whenever notice is required, it shall be given in writing by first-class mail or courier service, express or overnight delivery with postage prepaid to the recipient, or by facsimile transmission or electronic mail, at his or her address (or by facsimile number or e-mail address) as it appears on the records of the corporation. A director may supply an address for the purpose of notice. Notice shall specify the place, day and hour of the meeting and any other information which may be required. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice for that meeting. Notice shall be deemed to have been given when deposited in the United States mail or with a courier service, or in the case of facsimile transmission or electronic mail when dispatched.

Section 11. Waiver of Notice. The attendance of a director at a board meeting shall constitute a waiver of notice of the meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. In addition, the director may submit a signed waiver of notice that shall constitute a waiver of notice of the meeting.

Section 12. Meeting by Telephone or Similar Equipment. Directors may participate in and act at any meeting of the board or its committees through the use of a telephone conference or other similar communications equipment, by means of which all persons participating in the meeting can communicate with each other. Participation by this method shall constitute attendance and presence in person at the meeting of the person(s) so participating.

Section 13. Quorum. At any meeting of the directors of the Corporation, a majority of all directors shall constitute a quorum for the transaction of any business. Actions voted on by a majority of the directors present at a duly convened meeting at which a quorum is present shall constitute authorized actions of the board, unless the vote of a larger number is required by law or by other sections of these Bylaws or the Articles of Incorporation.

Section 14. Vote. Unless a director is an ex-officio board member, in which case such ex-officio member shall not be entitled to vote on any Corporation business, every director shall be entitled to one vote. Voting by proxy is not permissible. Unless otherwise provided in these Bylaws, a vote of the majority of the board at a duly convened meeting shall be binding.

Section 15. Action by Unanimous Written Consent. Any action required or permitted to be taken pursuant to authorization of the board may be taken without a meeting if, before or after the action, all directors consent to the action in writing. Written consents shall be filed with the minutes of the board's proceeding.

Section 16. Removal from Office. A director or officer may be removed from office with or without cause, by the affirmative vote of the board officers and/or a majority of the directors then in office, whenever in their judgment the best interests of the Corporation will be served.

Section 17. Resignation from Office. Any director or officer may resign at any time by giving written notice to the Board's President/Chair or his/her designee. Any such resignation shall be effective upon receipt of the resignation or at a later time as specified in the notice of resignation.

Section 18. Vacancies. A vacancy on the board may be filled with a person selected by the remaining directors of the board.

Section 19. Attendance Policy. The Corporation's board is an active, working board and attendance, absent an excuse accepted by the board, is mandatory. Three unexcused absences within a twelve month period will entitle the board to remove such member or officer from the board for cause.

Article III

Officers

Section 1. Officers. The officers of the Corporation shall be appointed by the board. The officers shall be a president/chair, a secretary, and a treasurer. There may also be a vice chair, and such other officers as the board deems appropriate. Officers shall be voting members of the board. The offices of secretary and treasurer may be held by the same person, but such person shall not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law.

Section 2. Election and Terms of Office. All officers shall be elected by a majority of the board members at the annual meeting. Each officer shall hold office until a successor is appointed and qualified. An officer may resign at any time by providing written notice to the corporation. Notice of resignation is effective on receipt or at a later time designated in the notice.

Section 3. Chair's Duties. The Chair shall preside at all meetings of the Board of Directors, and he or she shall be an ex-officio member of all board committees. He or she shall generally supervise the business of the Corporation and shall execute documents on its behalf. The Chair shall perform such other duties as may from time to time be prescribed by the Board of Directors. The Chair shall sign all corporate documents and agreements on behalf of the corporation, unless the Chair or the board instructs that the signing be done with or by some other officer, agent, or employee. The Chair shall see that all actions taken by the board are executed and shall perform all other duties incident to the office. This is subject, however, to the Chair's right and the right of the board to delegate any specific power to any other officer of the corporation.

Section 4. Vice Chair's Duties. The Vice Chair, if any, shall have the power to perform duties that may be assigned by the Chair or the board. If the Chair is absent or unable to perform his or her duties, the Vice Chair shall perform the Chair's duties until the board directs otherwise. The Vice Chair shall perform all duties incident to the office.

Section 5. Secretary's Duties. The Secretary shall (a) keep minutes of board meetings; (b) be responsible for providing notice to each director as required by law, the articles of incorporation, or these bylaws; (c) be the custodian of corporate records; (d) keep a register of the names and addresses of each officer and director; and (e) perform all duties incident to the office and other duties assigned by the Chair or the board. The Secretary, together with the Chair, shall execute such legal papers, documents, or instruments as authorized by the Board of Directors.

Section 6. Treasurer's Duties. The Treasurer shall (a) have charge and custody over corporate funds and securities; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation at such depositories in the corporation's name that may be designated by the board; (d) complete all required corporate filings; (e) provide regular financial reports to the board and (f) perform all duties incident to the office and other duties assigned by the Chair or the board.

Article IV

Committees and Task Forces

Section 1. Executive Committee. The officers shall serve as the members of the Executive Committee. Except for the power to amend the Articles of Incorporation and Bylaws, the Executive Committee shall have all the powers and authority of the board of directors in the intervals between meetings of the board of directors, and is subject to the direction and control of the full board.

Section 2. Establishment of Other Committees. The board, by resolution adopted by a vote of a majority of its directors, may designate one or more committees or task forces, each consisting of one or more directors. All committees designated by the board shall serve at the pleasure of the board. Committees and/or task forces may also be composed of persons who are not directors. Committees and task forces have only such authority as they are given by the board and have no authority to bind the Corporation.

Section 3. General Powers. A committee or task force designated by the board may exercise any powers of the board in managing the corporation's business and affairs to the extent provided by resolution of the board. However, no committee or task force shall have the power to:

- (a) amend the articles of incorporation;
- (b) adopt an agreement of merger, dissolution or consolidation;
- (c) amend the bylaws of the corporation;
- (d) fill vacancies on the board;
- (e) fix compensation of the directors for serving on the board or on a committee.
- (f) amend or repeal any board resolution; or
- (g) agree to spend any funds without first receiving approval of a budget by the Board.

Section 4. Committee/Task Force Meetings. Committees or task forces shall meet as directed by the board. Minutes shall be recorded at each committee meeting and shall be presented to the board.

Section 5. Consent to Committee Actions. Any action required or permitted to be taken pursuant to authorization of a committee or task force may be taken without a meeting if, before or after the action, all members of the committee or task force consent to the action in writing. Written consents shall be filed with the minutes of the committee's or task force's proceedings.

Article V

Employment of Personnel

Section 1. Personnel. The Corporation may employ personnel or contract with outside service providers as deemed necessary by the board of directors. Such personnel may include, but is not limited to, an Executive Director, administrative staff, legal counsel and maintenance staff.

Section 2. Executive Director Responsibilities. The Executive Director or CEO shall have immediate and overall supervision of the operations of the Corporation, and shall direct the day-to-day business of the Corporation; maintain the properties of the Corporation; and perform such

additional duties as may be directed by the Executive Committee or the Board of Directors. No officer, Executive Committee member or member of the Board of Directors other than the President/Chair may individually instruct the Executive Director or any other employee. The Executive Director or CEO shall make such reports at the Board and Executive Committee meetings as shall be required by the President/Chair or the Board. The Executive Director or CEO shall be an ad-hoc member of all committees.

Section 3. Hiring and Firing Executive Director/CEO. The Executive Director and CEO may be hired at any meeting of the Board of Directors by a majority vote and shall serve until removed by the Board of Directors upon an affirmative vote of three-quarters (3/4) of the members present at any meeting of the Board Directors. Such removal may be with or without cause. Nothing herein shall confer any compensation or other rights on any Executive Director or CEO, who shall remain an employee terminable at will, as provided in this Section.

Article VI

Financial Management and Fiscal Controls

Section 1. Internal Controls. The Board of Directors shall establish such internal fiscal policies and controls as are necessary to assure the protection of the Corporation's assets.

Section 2. Check Signing Authority. All checks over the amount of \$2,500 shall, in the normal course of operations, require approval of both the Treasurer and the President/Chair of the board. If either the President/Chair or Treasurer is not available to provide approval, either the Vice Chair or the Secretary may serve as the second approving party.

Section 3. Deposits. All funds of the Corporation shall be deposited in such depositories as the Board of Directors may determine. Separate accounts that are not under the control of the board are prohibited.

Section 4. Financial Reports. The Board of Directors shall regularly review the financial condition of the Corporation and shall seek such information from its accountants and auditors as will allow it to have a full understanding of the fiscal health of the organization.

Section 5. Fiscal Accountability. The Board of Directors has the legal and fiduciary responsibility to exercise due care and prudence in the financial affairs of the organization. It shall exercise appropriate stewardship, including the purchase of insurance protection. Feline Fund is a non-profit public charity and its assets must be protected so that it may continue to serve the community into the future.

Section 6. Corporate Document Procedure. No corporate documents (including stocks, bonds, agreements, insurance and annuity contracts, qualified and nonqualified deferred compensation plans, checks, notes, disbursements, loans, and other debt obligations) shall be signed by any officer, designated agent, or attorney-in-fact unless authorized by the board or by these bylaws.

Article VII

Indemnification

Section 1. Nonderivative Actions. Subject to all of the other provisions of this article, the corporation shall indemnify any person who was or is a party, or is threatened to be made a party to, any threatened, pending, or completed action, suit, or proceeding. This includes any civil, criminal, administrative, or investigative proceeding, whether formal or informal (other than an action by or in the right of the corporation). Such indemnification shall apply only to a person who was or is a director or officer of the corporation or who was or is serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not for profit. The person shall be indemnified and held harmless against expenses (including attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation. With respect to any criminal action or proceeding, the person must have had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or on a plea of *nolo contendere* or its equivalent, shall not by itself create a presumption that (a) the person did not act in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, or (b) with respect to any criminal action or proceeding, the person had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Derivative Actions. Subject to all of the provisions of this article, the corporation shall indemnify any person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor because (a) the person was or is a director or officer of the corporation or (b) the person was or is serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether or not for profit. The person shall be indemnified and held harmless against expenses (including actual and reasonable attorney fees) and amounts paid in settlement incurred by the person in connection with the action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation. However, indemnification shall not be made for any claim, issue, or matter in which the person has been found liable to the corporation unless and only to the extent that the court in which the action or suit was brought has determined on application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for the expenses that the court considers proper.

Section 3. Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in sections 1 or 2 of this Article VI, or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person shall be indemnified against expenses (including actual and reasonable attorney fees)

incurred in connection with the action and in any proceeding brought to enforce the mandatory indemnification provided by this article.

Section 4. Contract Right; Limitation on Indemnity. The right to indemnification conferred in this article shall be a contract right and shall apply to services of a director or officer as an employee or agent of the corporation as well as in such person's capacity as a director or officer. Except as provided in section 3 of this Article VI, the corporation shall have no obligations under this article to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the board.

Section 5. Determination That Indemnification Is Proper. Any indemnification under sections 1 or 2 of this Article VI (unless ordered by a court) shall be made by the corporation only as authorized in the specific case. The corporation must determine that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in sections 1 or 2 of this Article VI, whichever is applicable. The determination shall be made in any of the following ways:

- (a) By a majority vote of a quorum of the board consisting of directors who were not parties to such action, suit, or proceeding.
- (b) If the quorum described in clause (a) above is not obtainable, by a committee of directors who are not parties to the action. The committee shall consist of not less than two disinterested directors.
- (c) By independent legal counsel in a written opinion.

Section 6. Proportionate Indemnity. If a person is entitled to indemnification under sections 1 or 2 of this Article VI for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

Section 7. Expense Advance. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in sections 1 or 2 of this Article VI may be paid by the corporation in advance of the final disposition of the action, suit, or proceeding, on receipt of an undertaking by or on behalf of the person involved to repay the expenses, if it is ultimately determined that the person is not entitled to be indemnified by the corporation. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but it need not be secured.

Section 8. Nonexclusivity of Rights. The indemnification or advancement of expenses provided under this article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the corporation. However, the total amount of expenses advanced or indemnified from all sources

combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

Section 9. Indemnification of Employees and Agents of the Corporation. The corporation may, to the extent authorized from time to time by the board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the corporation to the fullest extent of the provisions of this article with respect to the indemnification and advancement of expenses of directors and officers of the corporation.

Section 10. Former Directors and Officers. The indemnification provided in this article continues for a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of that person.

Section 11. Insurance. The corporation may purchase and maintain insurance on behalf of any person who (a) was or is a director, officer, employee, or agent of the corporation or (b) was or is serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise. The insurance may protect against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have power to indemnify against liability under this article or the laws of the state of Michigan.

Article VIII

Conflict of Interest

All directors and officers shall sign a conflicts of interest policy, shall follow the process for recusal outlined in that policy, shall annually disclose potential conflicts of interest in writing and shall report all potential conflicts that occur during the year for review by the board of directors.

ARTICLE IX

COMPENSATION

Directors will serve without compensation, but may be reimbursed for actual, reasonable and necessary expenses incurred by a director in his or her capacity as a director. However, nothing in this section shall preclude a director from, when authorized by the board, being reasonably compensated for services rendered to the corporation as an employee, agent, or independent contractor.

ARTICLE X

MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the corporation shall end on December 31 of each year.

Section 2. Loans and Guarantees. The Corporation shall not provide loans to or guarantee obligations of an officer or director of the Corporation.

Section 3. Merger, Dissolution or Bankruptcy Decisions. Decisions on whether the Corporation should merge with another entity, dissolve, or file for bankruptcy requires a unanimous vote of the Board of Directors. Any such action shall be done in accordance with the law of State of Michigan_governing non-profit, charitable organizations. Any such action shall be done in accordance with all applicable federal and state law.

Section 4. Interpretation. These Bylaws are subject to the provisions of the Michigan Non-profit Corporation Act and the Articles of Incorporation of Feline Fund, as amended. If any provision in these Bylaws is inconsistent with a provision of state law or the Articles of Incorporation, the provision of the state law or the Articles of Incorporation shall control to the extent of such inconsistency.

Section 5. Amendments. The Board of Directors at any regular or special meeting may amend or repeal these bylaws, or adopt new bylaws, by vote of a majority of the directors, if notice setting forth the terms of the proposal has been given in accordance with any notice requirement for the meeting of the board.

3+4+7

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ARTICLES OF INCORPORATION

For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

FELINE FUND

ARTICLE II

The purpose or purposes for which the corporation is formed are:

The Corporation is organized to operate exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, 26 USC §501 (the "Code"), and more specifically, to support local cat organizations by providing funding for education, business development, networking connections, TNR resources, exposure, and access to veterinary services.

1. Notwithstanding any other provision of these articles, the Corporation shall not carry on any activity not permitted to be carried on by an organization described in the Code.

2. No substantial part of the activities of the Corporation shall be to carry on propaganda or otherwise attempt to influence legislation, and the Corporation will not participate or intervene in any political campaign on behalf of or against any candidate for public office.

ARTICLE III

The Corporation is formed upon Non Stock ☒ basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is _____

If formed on a nonstock basis, the description and value of its real property assets are (if none, insert "none"):

None

The description and value of its personal property assets are (if none, insert "none"):

None

The corporation is to be financed under the following general plan:

The Corporation is to be financed by grants, donations and other contributions from corporations, governmental entities, foundations, other tax-exempt organizations and individuals.

The Corporation is formed on a Directorship ☒ basis.

ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: TARA TOMCSIK
2. Street Address: 3130 JOHANNA WARE W
Apt/Suite/Other:
City: WIXOM
State: MI

Zip Code: 48393

3. Registered Office Mailing Address:

P.O. Box or Street Address: 3130 JOHANNA WARE W
Apt/Suite/Other:
City: WIXOM
State: MI Zip Code: 48393

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
LISA BERDEN	363 W. BIG BEAVER RD SUITE 100, TROY, MI 48084 USA

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

ARTICLE VI

NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL BE DISTRIBUTED TO, OR INURE TO THE BENEFIT OF ANY DIRECTOR OR OFFICER OF THE CORPORATION, ANY DONOR, OR ANY INDIVIDUAL PERSON. HOWEVER, THE CORPORATION IS AUTHORIZED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE DISTRIBUTIONS AND PAYMENTS IN FURTHERANCE OF THE CORPORATION'S EXEMPT PURPOSE AS SET FORTH IN ARTICLE II.

ARTICLE VII

1. A DIRECTOR OR VOLUNTEER OFFICER OF THE CORPORATION SHALL NOT BE PERSONALLY LIABLE TO THE CORPORATION FOR MONETARY DAMAGES FOR ANY ACTION TAKEN OR ANY FAILURE TO TAKE ANY ACTION AS A DIRECTOR OR VOLUNTEER OFFICER. HOWEVER, THIS PROVISION DOES NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR OR VOLUNTEER OFFICER FOR ANY OF THE FOLLOWING:
 - A. A BREACH OF THE DIRECTOR'S OR OFFICER'S DUTY OF LOYALTY TO THE CORPORATION OR ITS MEMBERS, INCLUDING BUT NOT LIMITED TO ENGAGING IN A TRANSACTION FROM WHICH THE DIRECTOR OR OFFICER DERIVED AN IMPROPER PERSONAL BENEFIT;
 - B. ACTS OR OMISSIONS THAT ARE GROSSLY NEGLIGENT, OR ACTS OR OMISSIONS (I) NOT TAKEN IN GOOD FAITH; (II) THAT INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW; OR (III) THAT INVOLVE THE INTENTIONAL INFLICTION OF HARM ON THE CORPORATION, ITS OFFICERS, OR DIRECTORS;
 - C. THE AMOUNT OF A FINANCIAL BENEFIT RECEIVED BY A DIRECTOR OR VOLUNTEER OFFICER TO WHICH HE OR SHE IS NOT ENTITLED;
 - D. INTENTIONAL INFLICTION OF HARM ON THE CORPORATION, ITS SHAREHOLDERS, OR MEMBERS;
 - E. A VIOLATION OF SECTION 551 OF THE ACT;
 - F. AN INTENTIONAL CRIMINAL ACT; OR
 - G. A LIABILITY IMPOSED UNDER SECTION 497(A) OF THE ACT.
2. THE CORPORATION HEREBY ASSUMES ALL LIABILITY TO ANY PERSON, OTHER THAN THE CORPORATION OR ITS MEMBERS, FOR ALL ACTS OR OMISSIONS OF A VOLUNTEER DIRECTOR INCURRED IN THE GOOD-FAITH PERFORMANCE OF THE DIRECTOR'S DUTIES. PURSUANT TO SECTION 541(6) OF THE ACT, A CLAIM FOR MONETARY DAMAGES FOR A BREACH OF A VOLUNTEER DIRECTOR'S DUTY TO ANY PERSON OTHER THAN THE CORPORATION OR ITS MEMBERS SHALL NOT BE BROUGHT OR MAINTAINED AGAINST THE VOLUNTEER DIRECTOR, BUT SUCH CLAIM SHALL BE BROUGHT OR MAINTAINED AGAINST THE CORPORATION, WHICH SHALL BE LIABLE FOR A BREACH OF THE VOLUNTEER DIRECTOR'S DUTY.
3. IN ADDITION TO THE CORPORATION'S ASSUMPTION OF LIABILITY IN SECTION 2 ABOVE, THE CORPORATION ALSO ASSUMES LIABILITY FOR ALL ACTS OR OMISSIONS OF EACH VOLUNTEER DIRECTOR, VOLUNTEER OFFICER, AND ANY OTHER VOLUNTEER THAT OCCUR ON OR AFTER THE EFFECTIVE DATE OF THESE ARTICLES, IF ALL OF THE FOLLOWING ARE MET:
 - A. THE VOLUNTEER WAS ACTING OR REASONABLY BELIEVED HE OR SHE WAS ACTING WITHIN THE SCOPE OF HIS OR HER AUTHORITY.
 - B. THE VOLUNTEER WAS ACTING IN GOOD FAITH.
 - C. THE VOLUNTEER'S CONDUCT DID NOT AMOUNT TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT.
 - D. THE VOLUNTEER'S CONDUCT WAS NOT AN INTENTIONAL TORT.
 - E. THE VOLUNTEER'S CONDUCT WAS NOT A TORT ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF A MOTOR VEHICLE FOR WHICH TORT LIABILITY MAY BE IMPOSED UNDER SECTION 3135 OF THE INSURANCE CODE OF 1956.
4. THE TERMS "VOLUNTEER" AND "VOLUNTEER DIRECTOR" SHALL HAVE THE SAME DEFINITIONS AS SET FORTH IN SECTION 110 OF THE ACT. THE TERM "VOLUNTEER OFFICER" SHALL MEAN AN INDIVIDUAL WHO HAS BEEN ELECTED OR APPOINTED AS AN OFFICER OF THE CORPORATION (PRESIDENT, VICE PRESIDENT, SECRETARY, TREASURER, OR OTHER OFFICER POSITION IDENTIFIED IN THE CORPORATION'S BYLAWS) AND WHO DOES NOT RECEIVE COMPENSATION OR OTHER CONSIDERATION FOR SERVICES PROVIDED IN HIS OR HER CAPACITY AS AN OFFICER OF THE CORPORATION, OTHER THAN REIMBURSEMENT FOR EXPENSES ACTUALLY INCURRED.

ARTICLE VIII

ON DISSOLUTION OF THE CORPORATION, ALL OF THE CORPORATION'S NET ASSETS SHALL BE DISTRIBUTED TO SUCH ORGANIZATION OR ORGANIZATIONS EXEMPT WITHIN THE MEANING OF THE CODE, OR TO A FEDERAL, STATE OR LOCAL GOVERNMENT FOR A PUBLIC PURPOSE, AS DETERMINED BY THE BOARD OF DIRECTORS. ANY ASSETS NOT SO DISPOSED OF, FOR WHATEVER REASON, SHALL BE DISTRIBUTED BY THE OAKLAND COUNTY CIRCUIT COURT TO SUCH ORGANIZATION(S): (A) THAT THE COURT DETERMINES IS EXEMPT WITHIN THE MEANING OF THE CODE, OR (B) TO A FEDERAL, STATE OR LOCAL GOVERNMENT.

Signed this 11th Day of August, 2021 by the incorporator(s).

Signature	Title	Title if "Other" was selected
Lisa Berden	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION

for

FELINE FUND

ID Number: 802719383

received by electronic transmission on August 11, 2021 ***, is hereby endorsed.***

Filed on August 11, 2021 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 11th day of August, 2021.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

FELINE FUND
3130 JOHANNA WARE W
WIXOM, MI 48393

Date:
12/22/2021
Employer ID number:
87-2185444
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
August 11, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053677006181

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Short Form
Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form, as it may be made public.
Go to www.irs.gov/Form990EZ for instructions and the latest information.

OMB No. 1545-0047

2025

Open to Public
Inspection

A For the 2025 calendar year, or tax year beginning , 2025, and ending , 20

B Check if applicable:

☐ Address change	C Name of organization FELINE FUND	D Employer identification number 87-2185444
☐ Name change	Number and street (or P.O. box if mail is not delivered to street address) Room/suite 22530 NAPIER RD	E Telephone number
☐ Initial return	City or town, state or province, country, and ZIP or foreign postal code NOVI, MI 48374	F Group Exemption Number
☐ Final return/terminated		
☐ Amended return		
☐ Application pending		

G Accounting Method: ☒ Cash ☐ Accrual Other (specify):

H Check ☒ if the organization is not required to attach Schedule B (Form 990).

I Website: **HTTPS://FELINEFUND.ORG/**

J Tax-exempt status (check only one) - ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other:

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B)) are \$500,000 or more, file Form 990 instead of Form 990-EZ \$ **61,845**

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)
Check if the organization used Schedule O to respond to any question in this Part I ☒

Revenue	1 Contributions, gifts, grants, and similar amounts received	1	61,845
	2 Program service revenue including government fees and contracts	2	
	3 Membership dues and assessments	3	
	4 Investment income	4	
	5a Gross amount from sale of assets other than inventory	5a	
	b Less: cost or other basis and sales expenses	5b	
	c Gain or (loss) from sale of assets other than inventory (subtract line 5b from line 5a)	5c	
	6 Gaming and fundraising events:		
	a Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
	b Gross income from fundraising events (not including \$ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b	
c Less: direct expenses from gaming and fundraising events	6c		
d Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d		
7a Gross sales of inventory, less returns and allowances	7a		
b Less: cost of goods sold	7b		
c Gross profit or (loss) from sales of inventory (subtract line 7b from line 7a)	7c		
8 Other revenue (describe in Schedule O)	8		
9 Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	9	61,845	
Expenses	10 Grants and similar amounts paid (list in Schedule O)	10	
	11 Benefits paid to or for members	11	
	12 Salaries, other compensation, and employee benefits	12	
	13 Professional fees and other payments to independent contractors	13	
	14 Occupancy, rent, utilities, and maintenance	14	
	15 Printing, publications, postage, and shipping	15	
	16 Other expenses (describe in Schedule O)	16	48,064
	17 Total expenses. Add lines 10 through 16	17	48,064
Net Assets	18 Excess or (deficit) for the year (subtract line 17 from line 9)	18	13,781
	19 Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	22,926
	20 Other changes in net assets or fund balances (explain in Schedule O)	20	
	21 Net assets or fund balances at end of year. Combine lines 18 through 20	21	36,707

Part II Balance Sheets (see the instructions for Part II)Check if the organization used Schedule O to respond to any question in this Part II ☐

	(A) Beginning of year	(B) End of year
22 Cash, savings, and investments	22,926	36,707
23 Land and buildings	0	0
24 Other assets (describe in Schedule O)	0	0
25 Total assets	22,926	36,707
26 Total liabilities (describe in Schedule O)	0	0
27 Net assets or fund balances (line 27 of column (B) must agree with line 21)	22,926	36,707

Part III Statement of Program Service Accomplishments (see the instructions for Part III)Check if the organization used Schedule O to respond to any question in this Part III ☐What is the organization's primary exempt purpose? VETERINARY CARE

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

		Expenses (Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)
28 FELINE FUND IS A NONPROFIT ORGANIZATION COMMITTED TO ENSURING EVERY CAT: FERAL, STRAY, OR PET HAS ACCESS TO THE VETERINARY CARE THEY NEED (Grants \$) If this amount includes foreign grants, check here ☐	28a	48,064
29 (Grants \$) If this amount includes foreign grants, check here ☐	29a	
30 (Grants \$) If this amount includes foreign grants, check here ☐	30a	
31 Other program services (describe in Schedule O) (Grants \$) If this amount includes foreign grants, check here ☐	31a	
32 Total program service expenses (add lines 28a through 31a)	32	48,064

Part IV List of Officers, Directors, Trustees, and Key Employees (list each one even if not compensated-see the instructions for Part IV)Check if the organization used Schedule O to respond to any question in this Part IV ☐

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC/1099-NEC) (if not paid, enter -0-)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
ANGELA MILLER CHAIR	1.00	0	0	0
MEREDITH MCNAMARA VICE CHAIR	1.00	0	0	0
MICHAEL HUSAK TREASURER	1.00	0	0	0
THALIA SCHRAMM SECRETARY	1.00	0	0	0

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V ☐

	Yes	No
33 Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O		X
34 Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O. See instructions		X
35a Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?		X
b If "Yes," to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O		
c Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III		X
36 Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N		X
37a Enter amount of political expenditures, direct or indirect, as described in the instructions	37a	
b Did the organization file Form 1120-POL for this year?	37b	X
38a Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee; or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?	38a	X
b If "Yes," complete Schedule L, Part II, and enter the total amount involved	38b	
39 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on line 9	39a	
b Gross receipts, included on line 9, for public use of club facilities	39b	
40a Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911: ; section 4912: ; section 4955:		
b Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	40b	X
c Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958		
d Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization		
e All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T	40e	X
41 List the states with which a copy of this return is filed: MI		
42a The organization's books are in care of: TARA TOMCSIK-HUSAK Telephone no. 734-945-5895		
Located at: 22530 NAPIER RD, NOVI, MI ZIP + 4 48374		
b At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).	42b	X
c At any time during the calendar year, did the organization maintain an office outside the United States? If "Yes," enter the name of the foreign country:	42c	X
43 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 - Check here and enter the amount of tax-exempt interest received or accrued during the tax year	43	
44a Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44a	X
b Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44b	X
c Did the organization receive any payments for indoor tanning services during the year?	44c	X
d If "Yes," to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	44d	
45a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	45a	X
b Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ. See instructions	45b	X

46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I

	Yes	No
46		X

Part VI Section 501(c)(3) Organizations Only

All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI

☐

47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II

	Yes	No
47		X

48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E

48		X
----	--	---

49a Did the organization make any transfers to an exempt non-charitable related organization?

49a		X
-----	--	---

b If "Yes," was the related organization a section 527 organization?

49b		
-----	--	--

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees, and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC/1099-NEC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
None				

f Total number of other employees paid over \$100,000

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
None		

d Total number of other independent contractors each receiving over \$100,000

52 Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations must attach a completed Schedule A

☒ Yes ☐ No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	TARA TOMCSIK-HUSAK			
	Signature of officer		Date	
Paid Preparer Use Only	TARA TOMCSIK-HUSAK, EXECUTIVE DIRECTOR			
	Officer's name and title			
	Preparer's name	Preparer's signature	Date	Check ☐ if self-employed PTIN
	Jaclynn Cherry		03-22-2026	XXXXXXXXXX
	Firm's name	Firm's EIN		
JACLYNN CHERRY CPA LLC				
Firm's address	Phone no.			
863 LION STREET	248-845-8148			
ROCHESTER HILLS MI 48307				

May the IRS discuss this return with the preparer shown above? See instructions

☒ Yes ☐ No

SCHEDULE A
(Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2025

Open to Public
Inspection

Name of the organization

Employer identification number

FELINE FUND

87-2185444

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 ☐ A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990).)
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: _____
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 ☐ A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 ☒ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
- a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
- b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
- c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
- d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization must generally satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
- e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2021	(b) 2022	(c) 2023	(d) 2024	(e) 2025	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						0

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2021	(b) 2022	(c) 2023	(d) 2024	(e) 2025	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2025 (line 6, column (f), divided by line 11, column (f))	14	%
15 Public support percentage from 2024 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test - 2025. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		☐
b 33 1/3% support test - 2024. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		☐
17a 10%-facts-and-circumstances test - 2025. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		☐
b 10%-facts-and-circumstances test - 2024. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		☐
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II.
If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2021	(b) 2022	(c) 2023	(d) 2024	(e) 2025	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")					61,855	61,855
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5					61,855	61,855
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b	0	0	0	0	0	0
8 Public support. (Subtract line 7c from line 6.)						61,855

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2021	(b) 2022	(c) 2023	(d) 2024	(e) 2025	(f) Total
9 Amounts from line 6					61,855	61,855
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)	0	0	0	0	61,855	61,855

14 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2025 (line 8, column (f), divided by line 13, column (f))	15	100.00 %
16 Public support percentage from 2024 Schedule A, Part III, line 15	16	0.00 %

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2025 (line 10c, column (f), divided by line 13, column (f))	17	0 %
18 Investment income percentage from 2024 Schedule A, Part III, line 17	18	0 %

- 19a **33 1/3% support tests - 2025.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☒
- b **33 1/3% support tests - 2024.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐
- 20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer lines 3b and 3c below.		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.		
4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked 12a or 12b in Part I, answer lines 4b and 4c below.		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI , including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI .		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990).		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? If "Yes," complete Part I of Schedule L (Form 990).		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI .		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI .		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI .		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer line 10b below.		
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?	11a	
b A family member of a person described on line 11a above?	11b	
c A 35% controlled entity of a person described on line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI .	11c	

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.	1	
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.	2	

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).	1	

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1	
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).	2	
3 By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.	3	

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
a ☐ The organization satisfied the Activities Test. Complete line 2 below.			
b ☐ The organization is the parent of each of its supported organization. Complete line 3 below.			
c ☐ The organization supported a governmental supported organization. Describe in Part VI how you supported a governmental supported organization (see instructions). (see instructions).			
2 Activities Test. Answer lines 2a and 2b below.		Yes	No
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of its supported organization(s)? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to each of its supported organizations, and how the organization determined that these activities constituted substantially all of its activities.	2a		
b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.	2b		
3 Parent of Supported Organizations. Answer lines 3a, 3b, and 3c below.			
a Are the organization and its supported organization(s) part of an integrated system (for example, a hospital system)? If "Yes," provide details in Part VI .	3a		
b Did the organization direct the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.	3b		
c Did the organization have the power to regularly appoint or elect (and remove) a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in Part VI .	3c		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in **Part VI**). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	
Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required - <i>provide details in Part VI</i>)	5
6	Total annual distributions. Add lines 1 through 5.	6
7	Distributions to attentive supported organizations to which the organization is responsive (<i>provide details in Part VI</i>). See instructions.	7
8	Distributable amount for 2025 from Section C, line 6	8
9	Line 7 amount divided by line 8 amount	9

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2025	(iii) Distributable Amount for 2025
1	Distributable amount for 2025 from Section C, line 6		
2	Underdistributions, if any, for years prior to 2025 (reasonable cause required - <i>explain in Part VI</i>). See instructions.		
3	Excess distributions carryover, if any, to 2025		
a	From 2020		
b	From 2021		
c	From 2022		
d	From 2023		
e	From 2024		
f	Total of lines 3a through 3e		
g	Applied to underdistributions of prior years		
h	Applied to 2025 distributable amount		
i	Carryover from 2020 not applied (see instructions)		
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.		
4	Distributions for 2025 from Section D, line 6: \$		
a	Applied to underdistributions of prior years		
b	Applied to 2025 distributable amount		
c	Remainder. Subtract lines 4a and 4b from line 4.		
5	Remaining underdistributions for years prior to 2025, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, <i>explain in Part VI</i> . See instructions.		
6	Remaining underdistributions for 2025. Subtract lines 3h and 4b from line 1. For result greater than zero, <i>explain in Part VI</i> . See instructions.		
7	Excess distributions carryover to 2026. Add lines 3j and 4c.		
8	Breakdown of line 7:		
a	Excess from 2021		
b	Excess from 2022		
c	Excess from 2023		
d	Excess from 2024		
e	Excess from 2025		

Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, 3b, and 3c; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5 and 7; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

**SCHEDULE O
(Form 990)**

(Rev. December 2024)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

**Open to Public
Inspection**

Name of the organization

Employer identification number

FELINE FUND

87-2185444

01. Description of other expenses (Part I, line 16)

Description	Amount
-------------	--------

VETERINARY CARE	48,064
-----------------	--------



State of Michigan
Bureau of State Lottery
101 E. Hillsdale • P.O. BOX 30023 • Lansing, Michigan 48909
www.michigan.gov/cg • (517) 335-5780 • FAX (517) 267-2285



June 10, 2026

Organization ID: 143390

Tara Tomcsik
Feline Fund
22530 Napier Road
Novi, MI 48374



Dear Tara Tomcsik,

We have received documentation to qualify your organization as a Local Civic organization to conduct licensed gaming events as allowed by Act 382 of the Public Acts of 1972, as amended.

To complete the qualification process, please submit the following information:

- ✓ 1. A copy of the letter from the IRS stating the organization is exempt from federal income tax under IRS code 501(c) or copies of one bank statement per year for the previous five years, excluding the current year, from 06/10/21 to 06/10/25.
- ✓ 2. A copy of the organization's current bylaws or constitution, including membership criteria, signed and dated by your principal officer.
- ✓ 3. If incorporated, a complete filed copy of your Articles of Incorporation, including all amendments.
- ✓ 4. A provision in the bylaws, constitution, or Articles of Incorporation, that all assets, and real property will revert to the local government or another nonprofit organization should the organization dissolve.
- 5. A copy of a resolution passed by the local government stating the organization is a recognized nonprofit organization in the community; form enclosed.
- ✓ 6. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.
- ✓ 7. A provision in the bylaws, constitution, or Articles of Incorporation indicating the organization will remain nonprofit forever.
- 8. A written statement defining your membership criteria, if any. The charitable gaming rules require the licensed gaming event chairperson(s) be a bona fide member for 6 months. If you do not have general membership criteria, your chairperson(s) must be members of your board of directors.

Also, we have received your application for a Large Raffle license. However, we are unable to process your application without the following information:

- 1. Is this raffle inhouse only with no presale of the raffle tickets? If not, submit a sample ticket for approval.
- 2. If the bylaws indicate a principal officer other than the "Founder and Executive Director", you will need to submit a new completed application with the correct principal officer signature (highest elected official).

Please enclose a copy of this letter with the requested information and mail, fax to 517/267-2285, or email to CG-Additional-Info@michigan.gov. Be sure to include your organization ID number 143390 on all correspondence submitted to our office.

We look forward to working with you in the future. If you have any questions or need further assistance, please contact us at 517/335-5780.

Sincerely,

Charitable Gaming Division



EIN Assistant

1. EIN Assistant 2. EIN Assistant 3. EIN Assistant 4. EIN Assistant 5. EIN Confirmation

Congratulations! Your EIN has been successfully assigned.

EIN Assigned: **87-2185444**

Legal Name: **FELINE FUND**

Your confirmation letter will be mailed to you. This letter will be your official IRS notice and will contain important information regarding your EIN. Allow up to 4 weeks for your letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using your new EIN.

[Continue >>](#)

Help Topics

[Can the EIN be used before the confirmation letter is received?](#)

MEMORANDUM



TO: CORTNEY HANSON, CITY CLERK
FROM: ERICK W. ZINSER *SPB*
DIRECTOR OF PUBLIC SAFETY/CHIEF OF POLICE
INITIATED BY: MICHAEL BENDER, DETECTIVE *MB*
SUBJECT: CHARITABLE GAMING LICENSE APPLICATION-
FELINE FUND
DATE: JULY 1, 2026

BUSINESS INFORMATION:

Feline Fund
22530 Napier Rd
Novi, MI 48374

APPLICANTS:

Tara Tomcsik
Executive Director
734-945-5895

INFORMATION:

The Novi Police Department received this request from the Novi City Clerk's Office to review a Charitable Gaming License Application for Feline Fund. Feline Fund is a non-profit organization committed to ensuring every pet has access to veterinary care they need. The drawing for this raffle will be held on 08-01-26 between 6:00pm-9:00pm, and will be located at Royal Oak Leprechauns, 31050 Woodward Avenue, Royal Oak MI.

INVESTIGATION:

Upon reviewing the file, it appeared that all necessary documents were provided. There were no negative contacts for Feline Fund or the applicant. Based on the information provided, I see no reason to deny the applicant's request.



State of Michigan
Michigan Gaming Control Board
Millionaire Party Licensing
3062 W. Grand Blvd, Suite L-700
Detroit, MI 48202-6062
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(k)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a nonprofit
COUNTY

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be
considered for _____
APPROVAL/DISAPPROVAL

<u>APPROVAL:</u>	Yeas: _____	<u>DISAPPROVAL:</u>	Yeas: _____
	Nays: _____		Nays: _____
	Absent: _____		Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted
by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

Organization Information: _____
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP

ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE
()
PHONE NUMBER



CITY OF NOVI CITY COUNCIL
JULY 13, 2026

SUBJECT: Approval of amendments to the contracts for the City Manager, City Clerk, and City Assessor as prepared and approved as to form by the City Attorney.

SUBMITTING DEPARTMENT: City Manager

KEY HIGHLIGHTS:

- Annual performance evaluations occurred on June 22, 2026.

BACKGROUND INFORMATION:

Mayor Fischer and Council Members met with City Manager Cardenas, City Clerk Hanson, and City Assessor Ziozios in Executive Session held on June 22, 2026 for the purpose of discussing annual performance evaluations. Proposed amendments to their contracts were recommended.

RECOMMENDED ACTION: Approval of amendments to the contracts for the City Manager, City Clerk, and City Assessor as prepared and approved as to form by the City Attorney.

CITY MANAGER EMPLOYMENT AGREEMENT (20252026)

THIS AGREEMENT is made and entered into this 7¹³th day of July, 20252026, by and between the City of Novi, a Michigan municipal corporation, hereinafter referred to as the “Employer,” and Victor Cardenas, hereinafter referred to as the “Employee,” both of whom understand as follows:

R E C I T A L S:

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

Employee desires to accept employment as the City Manager of the City of Novi subject to such terms and conditions.

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

Section 1. Duties

Employer agrees to employ Employee as City Manager of the City of Novi to perform the functions and duties specified in Section 4.7 of the Charter of the City of Novi and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2. Term

A. Employee is appointed and employed as City Manager for the City of Novi, with the effective date of his employment as City Manager under this Agreement for all purposes being June 27th, 2023, the date of his original appointment as City Manager. The appointment, as required by Section 4.7 of the Charter, is for an indefinite period of time. However, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, with or without cause, subject only to the provisions of the City Charter, including Section 4.8 thereof, and the provisions set forth in Section 3, Paragraph A, of this Agreement.

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

C. Employee agrees to be and remain an exclusive employee of Employer, and agrees not to accept other employment or to become employed by any other employer while this Agreement is in effect. The term “employed” shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employee’s time off, subject to Section 8 of this Agreement.

Section 3. Termination and Severance Pay

Termination of Employee by Employer shall be in accordance with Section 4.8 of the City Charter. If the Employer reduces the base salary, compensation, or other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.

A. In the event that Employee is terminated by the City Council, and during such time Employee is willing and able to perform his duties under this Agreement, then Employer agrees to pay Employee nine (9) months' salary as severance pay. Notwithstanding the foregoing, in the event Employee is terminated because of his (i) conviction of any felony; (ii) conviction of a misdemeanor that would reflect negatively on the City (such as, but not limited to, an offense involving drug or alcohol abuse or sexual misconduct); (iii) conviction of any illegal act involving personal gain to him or affecting the performance of his duties under this Agreement; (iv) willful misrepresentation to the City, either in connection signing this Agreement or the performance of his duties; (v) willful misconduct or insubordination; (vi) breach of this Agreement; (vii) violation of the City Charter or ordinances or regulations adopted by the City Council; or (viii) permanent disability such that he becomes unable to perform his duties, then Employer shall have no obligation to pay for aggregate severance pay designated in this paragraph. Employee shall also be compensated for all accrued vacation time and personal business time, and other accrued benefits pursuant to the City's employee benefits policy in existence at the time this Agreement is terminated.

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

Section 4. Disability

Employer agrees to provide a short and long term disability plan established for non-union employees in accordance with the City's employee benefits policy.

Section 5. Salary and Benefits

Employer agrees to pay Employee for his services rendered pursuant to this Agreement an annual base salary of Two Hundred ~~Six-Twelve~~ Thousand, ~~Sixty-Nine~~ Two Hundred Fifty One Dollars and Twenty-~~Two-Nine~~ Cents (~~\$206,069.22~~ \$212,251.29) Dollars, payable in installments at the same time as other general employees of the City are paid. The City agrees to review this base salary and/or other benefits of Employee at the same time as the Employee's performance evaluation provided for in Section 6 of this Agreement.

A. Employee is currently enrolled in the City's retirement system (Municipal Employees Retirement System/MERS) plan. In addition to the base salary paid by Employer to Employee, Employer shall pay into said MERS Plan on Employee's behalf, in equal proportionate

amounts each pay period, an amount of 10% of the base salary, plus an additional half-percent (0.5%) per month of the base salary for each month Employee resides within the City of Novi. Employer shall execute all necessary agreements provided by MERS for Employer's participation in the Plan. Contributions made to MERS by or on behalf of Employee shall be the sole property of the Employee at the time of withdrawal or distribution of these funds in accordance with the agreement between the City and MERS and this Agreement.

B. Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for Employee and his dependents equal to that which is provided to all other administrative officer employees of the City. Employer agrees to put into force and to make required premium payments for long term disability coverage for Employee.

C. In lieu of retiree health care benefits Employer shall annually contribute 8% of Employee's base salary into Employee's Health Savings Account (HSA), payable in accordance with the terms and conditions thereof and Employer's benefits policies and practices.

D. Upon execution of this employment agreement, Employee shall be able to accrue sick time as currently provided for administrative officer employees and vacation time of five (5) weeks on an annual basis. Employee may accrue the maximum amount of vacation time permitted to be accrued for administrative officer employees, and vacation time accrued in excess of the maximum allowed shall be paid annually to Employee by February 1 and shall not be forfeited. All existing accrued hours of leave of all types shall remain in force. In the event Employee's employment is terminated, either voluntarily or involuntarily, Employee shall be compensated for the percentage of all accrued personal business time, accrued vacation time, and other accrued benefits pursuant to the City's administrative employee benefits policy in existence at the time this Agreement is terminated.

E. Employer shall pay the amount of premium due for term life insurance in the amount of \$200,000. Employee shall name the beneficiary of the life insurance policy.

Section 6. Performance Evaluation

Employer shall annually review the performance of the Employee subject to a process, form, criteria, and format for the evaluation that shall be mutually agreed upon by Employer and Employee. The evaluation process shall be scheduled between Employee and the Mayor by May 1 of each year. Salary or other benefit improvements resulting from the evaluation shall in any case become effective July 1 of each year. Employee and Employer are committed to and will provide feedback and interim reports and/or evaluation reports in such form as are mutually agreeable throughout the year, as a means of communicating and improving the performance of the organization without the need or expectation for additional compensation improvements.

Section 7. Hours of Work

It is recognized that Employee must devote a substantial amount of time outside the normal office hours to business of Employer, and to that end Employee shall be allowed to take compensatory time off, as he shall reasonably deem appropriate, during said normal office hours.

Section 8. Outside Activities

The employment provided for by this Agreement shall be Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, or professional consulting, with the understanding that such arrangements shall not interfere with nor create a conflict of interest with his or her responsibilities under this Agreement.

Section 9. Automobile

Employer agrees to pay to Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$8,400 per year, payable monthly (\$700 per month), as a vehicle allowance to be used to purchase, lease, own, operate, and maintain a motor vehicle. Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Section 10. Dues and Subscriptions

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee that are reasonably necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement and for the good of Employer.

Section 11. Professional Development

Employer agrees to budget for and to pay the travel, subsistence, educational, and registration expenses for Employee attendance at one (1) national (not international) convention, seminar, conference, and/or meeting outside the State of Michigan per year, such as the annual IMCA or National League of Cities meeting, and for an appropriate number of conventions, seminars, conferences and meetings within the State of Michigan per year as the Employer deems necessary for training, updates, and/or professional development. In the event that Employee desires to attend more than one (1) out-of-state convention, conference, seminar, and/or meeting per year, Employee shall obtain the approval of the City Council. Nothing in this Section shall authorize payment for any international travel or related expenses. If Employee desires to attend an international convention, seminar, conference, or meeting at Employer's expense, City Council approval is required.

Section 12. General Expenses

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature may be incurred by Employee, and Employer hereby agrees to reimburse or to pay for such reasonable and necessary expenses.

Section 13. Indemnification

Employer shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, demand, and/or any other legal action, lawsuit, and/or claim, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. Employer shall have the authority to compromise and settle any such claim, action, and/or suit and to pay the amount of any settlement or Judgment rendered thereon.

Section 14. Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15. Other Terms and Conditions of Employment

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

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

Section 16. Notices

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

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

(2) Victor Cardenas,

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

Section 17. General Provisions

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

B. The text herein shall constitute the entire agreement between the parties.

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

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

E. This Agreement shall be effective as of July ~~71, 2025~~2026, and supersedes any previous employment agreements.

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

G. Employee agrees to submit appropriate documentation for expenses to be reimbursed pursuant to this Agreement.

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

[signatures next page]

CITY OF NOVI

By: _____
JUSTIN FISCHER, MAYOR

BY: _____
CORTNEY HANSON, CITY CLERK

VICTOR CARDENAS, CITY MANAGER

CITY MANAGER EMPLOYMENT AGREEMENT (2026)

THIS AGREEMENT is made and entered into this 13th day of July, 2026, by and between the City of Novi, a Michigan municipal corporation, hereinafter referred to as the “Employer,” and Victor Cardenas, hereinafter referred to as the “Employee,” both of whom understand as follows:

R E C I T A L S:

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

Employee desires to accept employment as the City Manager of the City of Novi subject to such terms and conditions.

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

Section 1. Duties

Employer agrees to employ Employee as City Manager of the City of Novi to perform the functions and duties specified in Section 4.7 of the Charter of the City of Novi and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2. Term

A. Employee is appointed and employed as City Manager for the City of Novi, with the effective date of his employment as City Manager under this Agreement for all purposes being June 27th, 2023, the date of his original appointment as City Manager. The appointment, as required by Section 4.7 of the Charter, is for an indefinite period of time. However, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, with or without cause, subject only to the provisions of the City Charter, including Section 4.8 thereof, and the provisions set forth in Section 3, Paragraph A, of this Agreement.

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

C. Employee agrees to be and remain an exclusive employee of Employer, and agrees not to accept other employment or to become employed by any other employer while this Agreement is in effect. The term “employed” shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employee’s time off, subject to Section 8 of this Agreement.

Section 3. Termination and Severance Pay

Termination of Employee by Employer shall be in accordance with Section 4.8 of the City Charter. If the Employer reduces the base salary, compensation, or other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.

A. In the event that Employee is terminated by the City Council, and during such time Employee is willing and able to perform his duties under this Agreement, then Employer agrees to pay Employee nine (9) months' salary as severance pay. Notwithstanding the foregoing, in the event Employee is terminated because of his (i) conviction of any felony; (ii) conviction of a misdemeanor that would reflect negatively on the City (such as, but not limited to, an offense involving drug or alcohol abuse or sexual misconduct); (iii) conviction of any illegal act involving personal gain to him or affecting the performance of his duties under this Agreement; (iv) willful misrepresentation to the City, either in connection signing this Agreement or the performance of his duties; (v) willful misconduct or insubordination; (vi) breach of this Agreement; (vii) violation of the City Charter or ordinances or regulations adopted by the City Council; or (viii) permanent disability such that he becomes unable to perform his duties, then Employer shall have no obligation to pay for aggregate severance pay designated in this paragraph. Employee shall also be compensated for all accrued vacation time and personal business time, and other accrued benefits pursuant to the City's employee benefits policy in existence at the time this Agreement is terminated.

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

Section 4. Disability

Employer agrees to provide a short and long term disability plan established for non-union employees in accordance with the City's employee benefits policy.

Section 5. Salary and Benefits

Employer agrees to pay Employee for his services rendered pursuant to this Agreement an annual base salary of Two Hundred Twelve Thousand, Two Hundred Fifty One Dollars and Twenty-Nine Cents (\$212,251.29) Dollars, payable in installments at the same time as other general employees of the City are paid. The City agrees to review this base salary and/or other benefits of Employee at the same time as the Employee's performance evaluation provided for in Section 6 of this Agreement.

A. Employee is currently enrolled in the City's retirement system (Municipal Employees Retirement System/MERS) plan. In addition to the base salary paid by Employer to Employee, Employer shall pay into said MERS Plan on Employee's behalf, in equal proportionate

amounts each pay period, an amount of 10% of the base salary, plus an additional half-percent (0.5%) per month of the base salary for each month Employee resides within the City of Novi. Employer shall execute all necessary agreements provided by MERS for Employer's participation in the Plan. Contributions made to MERS by or on behalf of Employee shall be the sole property of the Employee at the time of withdrawal or distribution of these funds in accordance with the agreement between the City and MERS and this Agreement.

B. Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for Employee and his dependents equal to that which is provided to all other administrative officer employees of the City. Employer agrees to put into force and to make required premium payments for long term disability coverage for Employee.

C. In lieu of retiree health care benefits Employer shall annually contribute 8% of Employee's base salary into Employee's Health Savings Account (HSA), payable in accordance with the terms and conditions thereof and Employer's benefits policies and practices.

D. Upon execution of this employment agreement, Employee shall be able to accrue sick time as currently provided for administrative officer employees and vacation time of five (5) weeks on an annual basis. Employee may accrue the maximum amount of vacation time permitted to be accrued for administrative officer employees, and vacation time accrued in excess of the maximum allowed shall be paid annually to Employee by February 1 and shall not be forfeited. All existing accrued hours of leave of all types shall remain in force. In the event Employee's employment is terminated, either voluntarily or involuntarily, Employee shall be compensated for the percentage of all accrued personal business time, accrued vacation time, and other accrued benefits pursuant to the City's administrative employee benefits policy in existence at the time this Agreement is terminated.

E. Employer shall pay the amount of premium due for term life insurance in the amount of \$200,000. Employee shall name the beneficiary of the life insurance policy.

Section 6. Performance Evaluation

Employer shall annually review the performance of the Employee subject to a process, form, criteria, and format for the evaluation that shall be mutually agreed upon by Employer and Employee. The evaluation process shall be scheduled between Employee and the Mayor by May 1 of each year. Salary or other benefit improvements resulting from the evaluation shall in any case become effective July 1 of each year. Employee and Employer are committed to and will provide feedback and interim reports and/or evaluation reports in such form as are mutually agreeable throughout the year, as a means of communicating and improving the performance of the organization without the need or expectation for additional compensation improvements.

Section 7. Hours of Work

It is recognized that Employee must devote a substantial amount of time outside the normal office hours to business of Employer, and to that end Employee shall be allowed to take compensatory time off, as he shall reasonably deem appropriate, during said normal office hours.

Section 8. Outside Activities

The employment provided for by this Agreement shall be Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, or professional consulting, with the understanding that such arrangements shall not interfere with nor create a conflict of interest with his or her responsibilities under this Agreement.

Section 9. Automobile

Employer agrees to pay to Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$8,400 per year, payable monthly (\$700 per month), as a vehicle allowance to be used to purchase, lease, own, operate, and maintain a motor vehicle. Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Section 10. Dues and Subscriptions

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee that are reasonably necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement and for the good of Employer.

Section 11. Professional Development

Employer agrees to budget for and to pay the travel, subsistence, educational, and registration expenses for Employee attendance at one (1) national (not international) convention, seminar, conference, and/or meeting outside the State of Michigan per year, such as the annual IMCA or National League of Cities meeting, and for an appropriate number of conventions, seminars, conferences and meetings within the State of Michigan per year as the Employer deems necessary for training, updates, and/or professional development. In the event that Employee desires to attend more than one (1) out-of-state convention, conference, seminar, and/or meeting per year, Employee shall obtain the approval of the City Council. Nothing in this Section shall authorize payment for any international travel or related expenses. If Employee desires to attend an international convention, seminar, conference, or meeting at Employer's expense, City Council approval is required.

Section 12. General Expenses

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature may be incurred by Employee, and Employer hereby agrees to reimburse or to pay for such reasonable and necessary expenses.

Section 13. Indemnification

Employer shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, demand, and/or any other legal action, lawsuit, and/or claim, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. Employer shall have the authority to compromise and settle any such claim, action, and/or suit and to pay the amount of any settlement or Judgment rendered thereon.

Section 14. Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15. Other Terms and Conditions of Employment

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

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

Section 16. Notices

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

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

(2) Victor Cardenas

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

Section 17. General Provisions

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

B. The text herein shall constitute the entire agreement between the parties.

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

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

E. This Agreement shall be effective as of July 1, 2026, and supersedes any previous employment agreements.

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

G. Employee agrees to submit appropriate documentation for expenses to be reimbursed pursuant to this Agreement.

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

[signatures next page]

CITY OF NOVI

By: _____
JUSTIN FISCHER, MAYOR

BY: _____
CORTNEY HANSON, CITY CLERK

VICTOR CARDENAS, CITY MANAGER

CITY CLERK EMPLOYMENT AGREEMENT (20252026)

THIS AGREEMENT is made and entered into this ~~23rd~~-13th day of ~~June~~ly, 202~~5~~6, by and between the City of Novi, a Michigan municipal corporation, hereinafter referred to as the “Employer,” and Cortney Hanson, hereinafter referred to as the “Employee,” both of whom understand as follows:

RECITALS:

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

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

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

Section 1. Duties

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

Section 2. Term

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

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

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

Section 3. Severance Pay

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

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

Section 4. Salary and Benefits

A. Employer agrees to pay Employee for her services rendered pursuant to this Agreement an annual base salary of One Hundred ~~Thirty Seven~~ Forty One Thousand, One Hundred Ten Dollars (~~\$137,000~~ 141,110), payable in installments at the same time as other general employees of the City are paid. The City agrees to review this base salary and/or other benefits of Employee at the same time as the Employee's performance evaluation provided for in Section 5 of this Agreement.

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

Section 5. Performance Evaluation

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

Section 6. Automobile

Employer agrees to pay to Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$6,600.00 per year, payable monthly (\$550.00 per month), as a vehicle allowance to be used to purchase, lease, own, operate, and maintain a motor vehicle, ~~plus a one-time stipend of \$1,500.~~ Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Section 7. Other Terms and Conditions of Employment

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

Section 8. Notices

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

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

(2) Cortney Hanson,

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

Section 9. General Provisions

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

B. The text herein shall constitute the entire agreement between the parties.

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

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

E. This Agreement shall be effective as of July 1, 202~~5~~6, and supersedes any previous employment agreements.

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

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

CITY OF NOVI

By: _____
JUSTIN FISCHER, MAYOR

By: _____
CORTNEY HANSON, CITY CLERK

CITY CLERK EMPLOYMENT AGREEMENT (2026)

THIS AGREEMENT is made and entered into this 13th day of July, 2026, by and between the City of Novi, a Michigan municipal corporation, hereinafter referred to as the “Employer,” and Courtney Hanson, hereinafter referred to as the “Employee,” both of whom understand as follows:

R E C I T A L S:

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

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

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

Section 1. Duties

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

Section 2. Term

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

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

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

Section 3. Severance Pay

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

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

Section 4. Salary and Benefits

A. Employer agrees to pay Employee for her services rendered pursuant to this Agreement an annual base salary of One Hundred Forty One Thousand, One Hundred Ten Dollars (\$141,110), payable in installments at the same time as other general employees of the City are paid. The City agrees to review this base salary and/or other benefits of Employee at the same time as the Employee's performance evaluation provided for in Section 5 of this Agreement.

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

Section 5. Performance Evaluation

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

Section 6. Automobile

Employer agrees to pay to Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$6,600.00 per year, payable monthly (\$550.00 per month), as a vehicle allowance to be used to purchase, lease, own, operate, and maintain a motor vehicle. Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Section 7. Other Terms and Conditions of Employment

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

Section 8. Notices

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

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

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

Section 9. General Provisions

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

B. The text herein shall constitute the entire agreement between the parties.

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

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

E. This Agreement shall be effective as of July 1, 2026, and supersedes any previous employment agreements.

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

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

CITY OF NOVI

By: _____
JUSTIN FISCHER, MAYOR

By: _____
CORTNEY HANSON, CITY CLERK

CITY ASSESSOR EMPLOYMENT AGREEMENT ~~2025~~2026

THIS AGREEMENT is made and entered into this ~~13~~¹⁷th day of July, 202~~5~~⁶, by and between the City of Novi, a Michigan municipal corporation, hereinafter referred to as the “Employer,” and Janeene Ziozios, hereinafter referred to as the “Employee,” both of whom understand as follows:

RECITALS:

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

Employee desires to accept employment as the City Assessor of the City of Novi subject to such terms and conditions.

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

Section 1. Duties

Employer agrees to employ Employee as City Assessor of the City of Novi to perform the functions and duties specified in Section 4.11 of the Charter of the City of Novi and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2. Term

A. Employee is appointed and employed as City Assessor for the City of Novi, with the effective date of her employment as City Assessor under this Agreement being April 8, 2024, the date of her original employment as City Assessor. The appointment is for an indefinite period of time. However, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, with or without cause, subject only to the provisions of the City Charter and any other applicable laws or City policies, and the provisions set forth in Section 3, Paragraph A, of this Agreement.

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

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

Section 3. Severance Pay

A. In the event that Employee is terminated by the City Council, and during such time Employee is willing and able to perform her duties under this Agreement, then Employer agrees to pay Employee four (4) months' salary as severance pay. Notwithstanding the foregoing, in the event Employee is terminated because of her (i) conviction of any felony; (ii) conviction of a misdemeanor that would reflect negatively on the City (such as, but not limited to, an offense involving drug or alcohol abuse or sexual misconduct); (iii) conviction of any illegal act involving personal gain to him or affecting the performance of her duties under this Agreement; (iv) willful misrepresentation to the City, either in connection signing this Agreement or the performance of her duties; (v) willful misconduct or insubordination; (vi) breach of this Agreement; (vii) violation of the City Charter or ordinances or regulations adopted by the City Council; or (viii) permanent disability such that she becomes unable to perform her duties, then Employer shall have no obligation to pay for aggregate severance pay designated in this paragraph. Employee shall also be compensated for all accrued vacation time and personal business time, and other accrued benefits pursuant to the City's employee benefits policy in existence at the time this Agreement is terminated.

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

Section 4. Salary and Benefits

A. Employer agrees to pay Employee for her services rendered pursuant to this Agreement an annual base salary of One Hundred and Thirty-~~Three-Eight~~ Thousand ~~Nine-Hundred Ninety-Three~~Thirteen Dollars and ~~Thirty-Five~~Fifty-Four Cents (\$~~133,993.54~~138,013.35), payable in installments at the same time as other general employees of the City are paid. The City agrees to review this base salary and/or other benefits of Employee at the same time as the Employee's performance evaluation provided for in Section 5 of this Agreement.

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

Section 5. Performance Evaluation

Employer may annually review the performance of the Employee under a process to be determined by Employer, with the first such evaluation being in or around July, 2025. Employee and Employer are committed to and will provide feedback and interim reports and/or evaluation reports in such form as are mutually agreeable throughout the year, as a means of communicating and improving the performance of the organization without the need or expectation for additional compensation improvements.

Section 6. Automobile

Employer agrees to pay to Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$6,600.00 per year, payable monthly (\$550.00 per month), as a vehicle allowance to be used to purchase, lease, own, operate, and maintain a motor vehicle, ~~plus a one-time stipend of \$1,500.~~ Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Section 7. Other Terms and Conditions of Employment

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

Section 8. Notices

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

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

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

Section 9. General Provisions

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

B. The text herein shall constitute the entire agreement between the parties.

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

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

E. This Agreement shall become effective July 1, ~~2025~~2026.

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

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

CITY OF NOVI

Justin P. Fischer, Mayor

Cortney Hanson, City Clerk

Janeene Ziozios, City Assessor

CITY ASSESSOR EMPLOYMENT AGREEMENT 2026

THIS AGREEMENT is made and entered into this 13th day of July, 2026, by and between the City of Novi, a Michigan municipal corporation, hereinafter referred to as the “Employer,” and Janeene Ziozios, hereinafter referred to as the “Employee,” both of whom understand as follows:

R E C I T A L S:

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

Employee desires to accept employment as the City Assessor of the City of Novi subject to such terms and conditions.

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

Section 1. Duties

Employer agrees to employ Employee as City Assessor of the City of Novi to perform the functions and duties specified in Section 4.11 of the Charter of the City of Novi and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2. Term

A. Employee is appointed and employed as City Assessor for the City of Novi, with the effective date of her employment as City Assessor under this Agreement being April 8, 2024, the date of her original employment as City Assessor. The appointment is for an indefinite period of time. However, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, with or without cause, subject only to the provisions of the City Charter and any other applicable laws or City policies, and the provisions set forth in Section 3, Paragraph A, of this Agreement.

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

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

Section 3. Severance Pay

A. In the event that Employee is terminated by the City Council, and during such time Employee is willing and able to perform her duties under this Agreement, then Employer agrees to pay Employee four (4) months' salary as severance pay. Notwithstanding the foregoing, in the event Employee is terminated because of her (i) conviction of any felony; (ii) conviction of a misdemeanor that would reflect negatively on the City (such as, but not limited to, an offense involving drug or alcohol abuse or sexual misconduct); (iii) conviction of any illegal act involving personal gain to him or affecting the performance of her duties under this Agreement; (iv) willful misrepresentation to the City, either in connection signing this Agreement or the performance of her duties; (v) willful misconduct or insubordination; (vi) breach of this Agreement; (vii) violation of the City Charter or ordinances or regulations adopted by the City Council; or (viii) permanent disability such that she becomes unable to perform her duties, then Employer shall have no obligation to pay for aggregate severance pay designated in this paragraph. Employee shall also be compensated for all accrued vacation time and personal business time, and other accrued benefits pursuant to the City's employee benefits policy in existence at the time this Agreement is terminated.

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

Section 4. Salary and Benefits

A. Employer agrees to pay Employee for her services rendered pursuant to this Agreement an annual base salary of One Hundred and Thirty-Eight Thousand Thirteen Dollars and Thirty-Five Cents (\$138,013.35), payable in installments at the same time as other general employees of the City are paid. The City agrees to review this base salary and/or other benefits of Employee at the same time as the Employee's performance evaluation provided for in Section 5 of this Agreement.

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

Section 5. Performance Evaluation

Employer may annually review the performance of the Employee under a process to be determined by Employer, with the first such evaluation being in or around July, 2025. Employee and Employer are committed to and will provide feedback and interim reports and/or evaluation reports in such form as are mutually agreeable throughout the year, as a means of communicating and improving the performance of the organization without the need or expectation for additional compensation improvements.

Section 6. Automobile

Employer agrees to pay to Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$6,600.00 per year, payable monthly (\$550.00 per month), as a vehicle allowance to be used to purchase, lease, own, operate, and maintain a motor vehicle. Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Section 7. Other Terms and Conditions of Employment

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

Section 8. Notices

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

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

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

Section 9. General Provisions

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

B. The text herein shall constitute the entire agreement between the parties.

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

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

E. This Agreement shall become effective July 1, 2026.

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

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

CITY OF NOVI

Justin P. Fischer, Mayor

Cortney Hanson, City Clerk

Janeene Ziozios, City Assessor



CITY OF NOVI CITY COUNCIL
JULY 13, 2026

SUBJECT: Approval of Acceptance of Department of Public Works (DPW) Asset Management Policy for American Public Works Association (APWA) Accreditation

SUBMITTING DEPARTMENT: Department of Public Works, Administration

KEY HIGHLIGHTS:

- DPW – APWA Accreditation is progressing toward a site visit in August 2026
- Asset Management Policy codification is required for accreditation along with City Council acceptance

BACKGROUND INFORMATION:

The DPW initiated the process of becoming an American Public Works Association (APWA) Accredited Agency in 2022. For four years DPW staff have worked diligently to assess operations and identify improvements to establish an agency- wide culture of continuous improvement.

Now in Phase 4 Evaluation (see attached road map) there is a scheduled our site visit for the week of August 10, 2026 (Phase 5). An Agency Evaluation team will spend the week reviewing our policy/practices manual and make a recommendation on accreditation.

The APWA Management Practices Manual, Chapter 10, Asset Management System is one of the 10 chapters required for accreditation. The critical requirement for **Chapter 10** is codification of an Asset Management Policy. A draft version of the Asset Management Policy was shared in the Administrative packet on June 26 and the final version converted to APWA standards is attached herein.

RECOMMENDED ACTION: Approval of Acceptance of Department of Public Works (DPW) Asset Management Policy for American Public Works Association (APWA) Accreditation



ACCREDITATION ROAD MAP





CITY OF NOVI

DEPARTMENT OF PUBLIC WORKS

Asset Management Policy

This policy provides direction for operating, preserving, and investing in the City of Novi's physical assets in a way that aligns with our Mission, Values, and Vision. This responsibility is not taken lightly as City of Novi residents interact with and rely on these assets every day. Considering the importance of the City's assets, a comprehensive asset management plan is critical to their success. The asset management plan is meant to consistently guide staff across divisions and support the delivery of outstanding community services in the most financially and environmentally sustainable manner possible. This policy demonstrates a department-wide commitment to the good stewardship of physical assets, and improved accountability and transparency to the community through the adoption of best practices regarding asset management planning.

Jeffrey Herczeg
Director of Public Works
4/1/26



CITY OF NOVI

DEPARTMENT OF PUBLIC WORKS

Guiding Principles

1. **Management of physical assets shall be done safely and in a financially and environmentally sustainable manner.**
2. **Assets shall be kept in good physical appearance.**
3. **The asset management policy will be open to change and improvements as technology advances and the environment changes with time.**

Implementation of the asset management **Principles** is based on common set of **Objectives** to guide Department of Public Works staff.

Principles

1. **Management of physical assets shall be done safely and in a financially and environmentally sustainable manner.**
 - a. **Objective #1** - The most critical asset is the people who work at the City. Safety while managing City assets is a top priority.
 - b. **Objective #2** - Life span of all physical assets shall be considered during the design phase of a project or before a purchase.
 - c. **Objective #3** - Replacement of assets shall be based on a life cycle analysis.
 - d. **Objective #4** - During construction activities, disruption to the public shall be minimized whenever possible.
2. **Assets shall be kept in good physical appearance.**
 - a. **Objective #1** - All physical assets shall be assessed and maintained based on their pre-defined inspection schedule and when there is public concern.
 - i. Public concerns can be reported via phone, email, or in person. A work order in Cityworks will be created when public concern is noted.
 - b. **Objective #2** - All equipment shall be inspected before use.
3. **The asset management policy will be open to change and improvements as technology advances and the environment changes with time.**
 - a. **Objective #1** - A complete inventory of all City assets shall be retained and updated within 6 months of obtaining a new asset.
 - b. **Objective #2** - The asset management policy will be reviewed, and revised as needed, every 4 years to ensure it remains current and aligns with APWA accreditation, improvements in technology, and actual City practices.



CITY OF NOVI

DEPARTMENT OF PUBLIC WORKS

DPW maintains an inventory of all major assets. Inventory records can be used to schedule and budget for maintenance, repairs, and/or replacement of these assets.

DPW utilizes Cityworks asset management software RTA to track assets within the City of Novi. This program allows for the mapping of various assets and the association of those assets with relevant technical and financial information. The program features an extensive list of assets tracked, including forestry assets, signs, roads, non-motorized pathways, bridges, lights, guard rails, pavement markings, parking lots, cross connection assets, water/sewer assets, stormwater assets, irrigation, trash collection, and more. Service requests and work orders are issued to the components of these asset categories. Labor, materials, equipment, and associated costs are recorded in the Cityworks Asset Management System.

The City of Novi maintains a [Capital Improvement Program Dashboard](#). This interactive database tracks all Capital Improvements and allows for them to be placed on an interactive map. Users can click on an improvement and view all relevant technical, financial, and planning information. This proves extremely valuable for the Fleet Asset Management Division as they can track purchases and capital maintenance as well as needed inventory additions/subtractions needed in coming years.

Most City assets are on a unique inspection schedule defined in an AMP or Master Plan.

Water/Sewer: The Water System Master Plan and AMP and Sanitary Master Plan reference the digital record of utilities using GIS.

- Cross-Connection inspections are tracked using Cityworks
- DPW tracks lift station inspections utilizing the Cityworks asset management software program.
- DPW tracks all sanitary sewer-related inspections utilizing the Cityworks asset management software program.

Stormwater Facilities: Stormwater facility maintenance shall be in full compliance with the City's MS4 permit and Stormwater Management Plan.

- The City has prioritized all catch basins for inspection. Catch basin inspections are scheduled and tracked in Cityworks.
 - High priority catch basins at the DPW are to be inspected monthly.
 - Medium priority catch basins are to be inspected annually and are located at the "Terminus of Gravel Roads."



CITY OF NOVI

DEPARTMENT OF PUBLIC WORKS

- All remaining catch basins are low priority and shall be inspected at least once every three years.
- Culverts are assessed quarterly or during/after major storm events.
- Many of the City's parks feature drainage ditches where the City's Field Operations staff perform inspections that consist of a visual evaluation to check for blockages or excessive sedimentation. Inspections occur during daily Park operations, or when complaints warrant an inspection.

Transportation:

- Roads/Bridges: Refer to Bridge Asset Management Plan (AMP), Transportation AMP, and Pavement AMP
- Non-Motorized: Neighborhood Sidewalk Repair Program (NSP) inspects all sidewalks along local roads on a district wide basis. Inspections for the NSRP and boardwalks are tracked utilizing Cityworks.
- Street Sweeping: A City contractor sweeps all streets at least twice a year regardless of priority ranking. DPW staff conducts parking lot sweeping as necessary.
- Markings: Roadway markings are visually assessed annually.
- Signals: Signals in pavement project areas are evaluated during the plan review phase.

Traffic Control Devices:

- Sign inspections are tracked using the Main Road Sign Inspection spreadsheet.
- Based on the Roadway Maintenance Guide, signs are inspected twice a year, and roadway markings are visually inspected annually.

Equipment/Fleet:

- DOT Daily Truck Inspection guidelines are adhered to before the operation of a City vehicle or DPW equipment.

Forestry:

- DPW maintains a Tree Management Plan, which outlines the maintenance of all forestry assets. The young tree training cycle involved pruning young trees every 3 years and routine pruning of established, mature trees is done roughly every 7 years. Inspections of trees within ROW and public parks are done regularly by a trained arborist.



CITY OF NOVI

DEPARTMENT OF PUBLIC WORKS

Asset Management Plans, Master Plans and Inspection Schedules

** links disabled for resilience and numeric references are other APWA Manual Chapters*

Asset	Notes
Water Main Valves	Water Distribution System Operation and Maintenance – Sixth Edition - Inspected annually - Vacuum relief/air release valves inspected after rains or floods 30.10 Drinking Water Distribution System – Fire Hydrant Inspection - Valve inspection is performed by a contractor, completing approximately 20% of the system a year. Repairs identified are completed following inspection. - City staff repair valves as needed based on observations or reported issues.
Fire Hydrants	30.10 Drinking Water Distribution System – Fire Hydrant Inspection Regular flushing
Reservoirs	19.6 Storage Tanks - Inspected annually - Annual Spill Bucket tests, Annual Leak Detection tests, and Underground Storage Tank tests - Can be contracted out to companies that provide professional inspection services
Lift Stations	32.4 Facility Maintenance - Inspections per manufacturer's recommendations - Depends on type of lift station (some annually, some weekly)
Sanitary Sewer and Manholes	Manhole Rehabilitation Project Proposal 11-08-2013 (no header).pdf 2024 Sanitary Sewer Standard Operating Procedures - Inspected and cleaned every 5-7 years - High maintenance areas (and associated manholes) are inspected and cleaned when significant buildup or blockages are found



CITY OF NOVI

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Roads	TAMP 2025.pdf Pavement AMP.pdf - PASER data collected every 2 years Novi Stormwater Management Plan (SWMP) 2025 - All city streets and parking lots are swept 4x/year
Bridges	Bridge AMP 2025.pdf Contracts OHM Advisors to provide bridge inspection services annually
Non-Motorized Facilities	Sidewalk Maintenance Program - Reference, Requirements & Considerations.pdf Sidewalk Repair and Replacement Criteria 20200625.pdf Novi City Sidewalks Maintenance Program Options Sep 2018.pdf Safe Streets for All (SS4A) - Draft
Signs	Roadway Maintenance Guide – Section 10.4.1 Minimum Sign Retroreflectivity Requirements Maintenance of Signs and Devices.pdf Traffic Operations Policy - Signs should be inspected twice a year - Inspection includes night observation done from a vehicle using low beam headlights - Signs that lack retro reflectivity scheduled for replacement - Overhead sign supports inspected annually - Torque of breakaway supports checked annually - Periodic cleaning scheduled for all signs
Markings	Roadway Maintenance Guide – Section 10.4.2 Traffic Operations Policy Annual visual assessment and correction of all markings - Services contracted out
Signals	TAMP 2025.pdf Roadway Maintenance Guide – Section 10.4.3 - Signals in pavement project area are evaluated during pavement project planning - If signals are deficient, new/upgraded signals added to plan + budget



CITY OF NOVI

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Culverts	TAMP 2025.pdf Roadway Maintenance Guide – Section 11.3 • Contracts OHM Advisors to provide bridge inspection services • Inspections conducted quarterly or during/after major storms ◦ During storms, crews patrol critical areas to ensure inlets remain open ◦ Sand/sediment deposits that collect in culverts should be removed asap
Catch Basins	Novi Stormwater Management Plan (SWMP) 2025 Catch Basin Inspection Example - Cityworks • High priority properties – DPW only • Monthly • Medium priority properties – terminus of gravel roads • Once a year • Low priority properties – all other city-owned catch basins • Once every 3 years
DPW Equipment + Vehicles	19.3 Operator Inspection 19.3a Motor Vehicle Operations Policy 19.3b PM Inspection Report 19.3c DOT Daily Truck Inspection • Any employee operating a vehicle will inspect the vehicle to ensure it is in sound operating condition ◦ Basic inspection of lights, seatbelts, emergency flashers, etc. • DPW Equipment → use Department of Transportation (DOT) Pre-Trip Inspection Report • Preventative Maintenance Inspection Report
Emergency Response Vehicles	NFPA 1911 Standard for the inspection, Maintenance, Testing, & Retirement of In-Service Emergency Vehicles.pdf • Visual/operational checks are done within 24 hours of a run or weekly if no runs are done during the week



CITY OF NOVI

DEPARTMENT OF PUBLIC WORKS

	○ Defined systems checked → fire pump, warning lights, etc. (listed in NFPA 1911 4.5.4.1) • Complete inspection + diagnostic check conducted as frequently as recommended by manufacturer or once a year (whichever comes first) • Component inspections performed at least as frequently as recommended by manufacturer and when vehicle is reported to have defects/deficiencies
City Owned Stormwater Facilities	Novi Stormwater Management Plan (SWMP) 2025 MS4 Inspection Checklist Example – Cityworks MS4 Bioretention Facility Inspection Example - Cityworks • DPW and associated bioretention facilities – high priority level per SWMP requires monthly inspections and one (1) yearly inspection tracked through Cityworks • All other facility inspections are done on an as needed basis
Trees	2024 Tree Management Plan • <i>Young Tree Training (YTT) Cycle</i>: pruning done on young trees (6 inches DBH) ○ Recommended 3-year YTT cycle • <i>Routine Pruning (RP) Cycle</i> includes established, mature trees ○ Length of cycle based on tree population ▪ Recommended 5-years, 7 if large population ▪ City Forester recommends 7-year RP cycle for budgetary reasons • Inspections should be carried out regularly on trees in ROW and public places/parks ○ By trained arborist



CITY OF NOVI CITY COUNCIL
JULY 13, 2026

SUBJECT: Approval of an Agreement between the City of Novi and the City of Northville for an emergency connection to public water in order to provide a secondary source of water at Taft Road.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering and Water & Sewer

KEY HIGHLIGHTS:

- Novi has eight existing emergency water system connections with the Cities of Wixom, Walled Lake, and Farmington Hills. This would be the first with Northville.
- Emergency connections allow for a temporary connection between communities during a water emergency.

BACKGROUND INFORMATION:

This agreement involves an additional water main connection between the City of Novi and the City of Northville for emergency purposes. The purpose of the connection is to provide a secondary source of water in the event of an emergency, such as a loss of pressure in either city. The connection includes a valve which will be closed during normal operation, separating the two city water systems. If needed, the valve can be temporarily opened until the problem has been resolved. This is primarily for the benefit of Northville due to the operating pressures of the two water systems, and therefore Northville is responsible for the entire cost of the project.

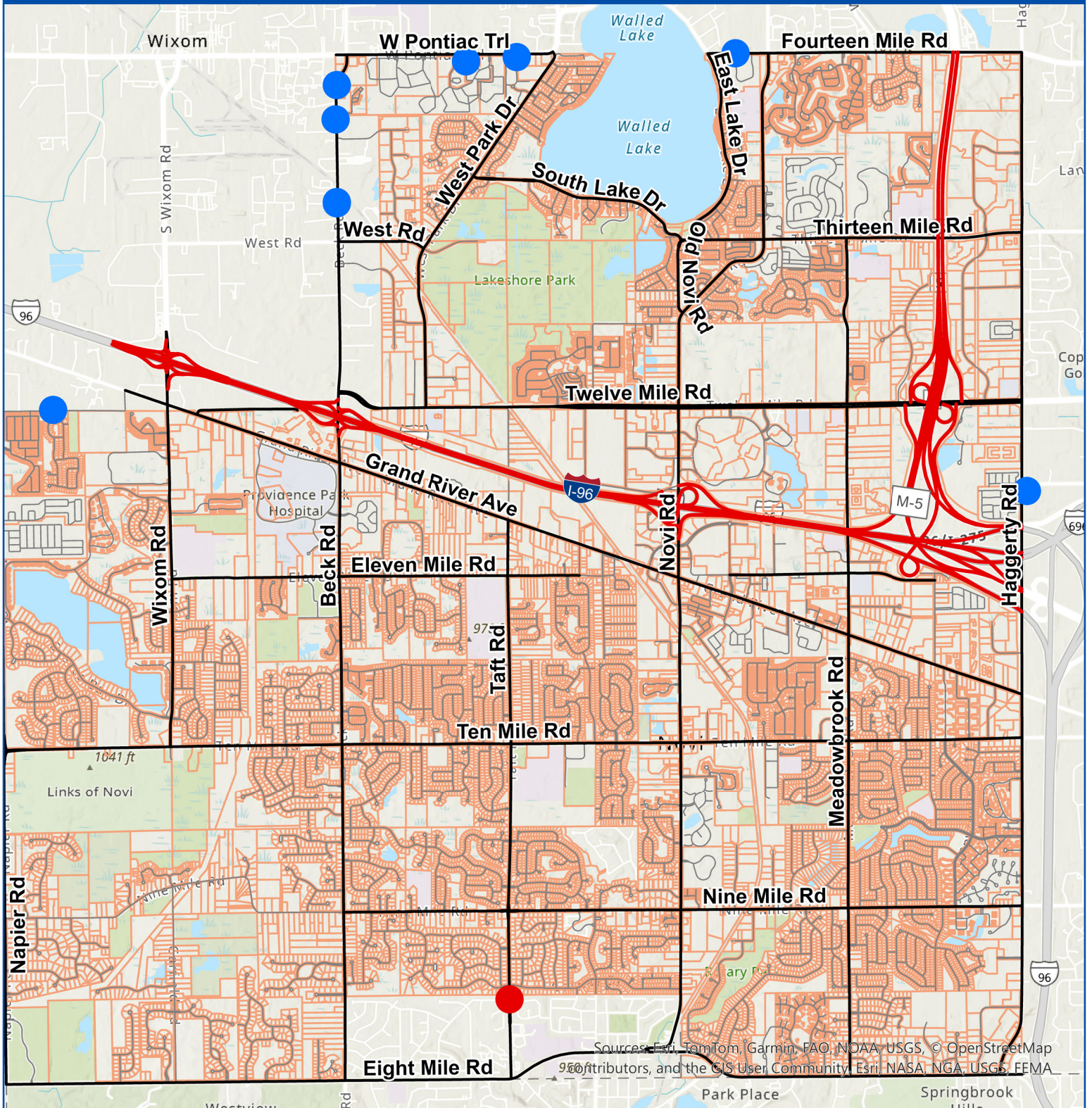
This will be the first connection of this kind between Novi and Northville. Novi also has four emergency connections with Wixom, three with Walled Lake, and one with Farmington Hills.

The City of Northville initiated the request and has approved the attached agreement. The agreement has been reviewed by the City Attorney (Beth Saarela, June 30, 2026).

RECOMMENDED ACTION: Approval of an Agreement between the City of Novi and the City of Northville for an emergency connection to public water in order to provide a secondary source of water at Taft Road.

Emergency Connections

Water System



- Proposed Emergency Connection
- Existing Emergency Connections



Feet
0 2,400 4,800 9,600

Map Author:
Map Print Date:

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

June 30, 2026

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

Re: City of Northville – Emergency Water Connection

Dear Mr. Croy:

The City of Northville has approved making an emergency connection to the existing water main on Taft Road near Galway Drive. The purpose of the connection is to provide a secondary source of water supply in the case of an emergency, including loss of pressure, in either community. In the event that either community requires use of the other community's water, the Agreement provides that the community will be billed at current water rates for the community where the water originated. Although this option is available in the event of significant or longer-term water usage, the City has determined that there is currently no feasible means of tracking exact water usage and billing the community. In the event of a long term event, usage could be estimated; however, based on the infrequent and short duration of the usage of the connections, neither community has historically billed for water usage for an emergency connection. The format of the Agreement for Emergency Connection to Public water is consistent with the City's standard format for an Agreement for Emergency Connection with the exception of language that we added requiring each party to be responsible for the actions of its own employees and agents.

We see no legal impediment to entering into the proposed Agreement for Emergency Connection to Public Water in its current format. Once approved and executed, the Agreement should be held in each community's file. A PDF may be saved. An original is not required. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

Ben Croy, City Engineer
City of Novi
June 30, 2026
Page 2

EKS

C: Cortney Hanson, Clerk
Thomas R. Schultz, Esquire

AGREEMENT FOR EMERGENCY CONNECTION TO PUBLIC WATER

THIS AGREEMENT is made this ____ day of ____, 2026, by and between the City of Northville, a Michigan municipal corporation, located at 215 W Main St, Northville, MI 48167 ("Northville") and the City of Novi a Michigan municipal corporation, located at 45175 W. Ten Mile Road, Novi, MI 48375 ("Novi"), herein together called the "Parties".

WITNESSETH:

WHEREAS, Novi and Northville each own and operate a system for water supply which serves that City; and

WHEREAS, the Parties receive water from the same source; and

WHEREAS, from time to time water pressure to each City's main may be lost due to a break in a public water main within either Novi or Northville; and

WHEREAS, it is in the interest of the public health, safety and welfare, for the Parties to install and maintain a connection between their systems consisting of a closed valve with a connection, so that each could supply treated water to the other on a temporary basis in the event of an emergency; and

WHEREAS, Novi and Northville desire to enter into an intergovernmental agreement to provide for the interconnection of their respective water systems, and to specify their respective rights and responsibilities once the systems are connected.

The Intergovernmental Contracts Between Municipal Corporations Act, MCL 124.1 et seq., grants any municipal corporation the power to join with any other municipal corporation by contract for the joint operation of any property, facility, or service which each would have the power to own, operate, or perform separately.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, Novi and Northville agree as follows:

1. That Northville shall be permitted to make a closed valve connection to the water main of the Novi public water system, in the location described on Exhibit A.
2. Northville and Novi shall obtain all necessary governmental permits and approvals for the interconnection of the two systems.
3. All infrastructure installed in Northville shall be owned and maintained by Northville. All infrastructure installed in Novi shall be owned and maintained by Novi. The parties hereby grant the necessary repair and maintenance easements over the infrastructure to allow each one to access its own facilities.
4. Each Party shall have the authority and the responsibility, at its expense, to own and maintain its own valve connection. In the event of an emergency, either Party may make

- repairs to the other Party's infrastructure including the valve and improvements surrounding the valve without notice and/or prior approval, but shall notify the other party of the work once completed.
5. Upon reasonable advance notice, the parties hereby agree and do hereby grant the necessary easements to access any meter that may be installed for purposes of meter reading.
 6. The Parties shall have the right to inspect, test and approve all interconnections between its water system and that of the other Party prior to either Party providing treated water service to the other.
 7. In the event of an emergency within either City, including but not limited to severe low water pressure, a need for additional water pressure for fire suppression, a system break or failure, or some other loss of capacity or flow, the Parties agree to act in good faith with one another by providing treated water service to each other by way of opening the valve connections.
 8. Upon reasonable notice, the Parties each specifically reserve the right to terminate the supply of treated water to the other if deemed necessary to protect the public health, safety and welfare within its own geographic limits. Any water obtained under this Agreement shall be used and provided to persons or entities solely within the recipient City's geographic limits.
 9. The charge for any treated water service provided by one party to the other shall be the prevailing rate set by each party. Any charge for emergency usage shall be paid by the City receiving the emergency service within thirty (30) days of receipt of an invoice from the City providing the emergency service. This rate shall be reviewed by the parties every two (2) years during the term of this Agreement. If the water service provided is not metered, the Parties shall bill each other on the basis of a reasonable estimate made and agreed to by both parties based on historical data for water usage for that area.
 10. Neither City makes any representation as to the quality of the treated water that it will provide in the event of an emergency, other than that the water that is provided will be treated and will be of the same quality that the City provides to its own customers.
 11. Each party agrees that it shall be responsible for any and all claims, costs, actions, causes of action, losses or expenses – including attorney fees, resulting from or caused by its acts or omissions, the acts or omissions of its employees, officers, or officials, agents or contractors, pursuant to this Agreement. Each party shall be responsible for any claims made against that party and for the acts of its respective officers, officials and employees. For any claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Agreement, none of the parties shall have any right under any legal principle to be indemnified by either of the other parties or any of the other parties' respective officers, officials, or employees in connection with any claim. For purposes of this paragraph, the term "claims" shall mean and include any alleged losses, claims, complaints, demands for relief or damages, suits,

causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs and/or expenses of any kind which are imposed upon, incurred by, or asserted against a party.

12. Nothing in this Agreement is intended, nor shall it operate, to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, or immunity, including, but not limited to, governmental immunity on behalf of the parties to this Agreement or any of their respective employees, appointees, officials or agents.

13. This Agreement may be terminated for any reason by either Party upon one (1) year's written notice to the other.
14. This Agreement shall be binding upon signature and effective upon acceptance of the subject water main by the City of Novi.
15. No waiver of any breach of this Agreement shall be construed to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as in addition to any other remedy provided by law or ordinance.
16. This Agreement shall be construed under the laws of the State of Michigan. If any part, term, or provision is held to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, the parties have executed this Agreement on the___ day of_____2026.

{Signatures Begin on Following Page}

CITY OF NORTHVILLE, a Michigan Municipal corporation

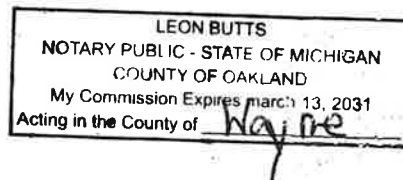

Brian Turnbull, Mayor


Michaela Kleehammer, Clerk

COUNTY OF WAYNE)
) ss.
STATE OF MICHIGAN)

Acknowledged before me on the 4th day of June 2026, by Brian Turnbull, Mayor
and Michaela Kleehammer, Clerk of the City of Northville, on its behalf.


Notary Public
My commission expires: 3.13.2031
Wayne County, Michigan
Acting in the County of Wayne



CITY OF NOVI, a Michigan Municipal corporation

Justin Fischer, Mayor

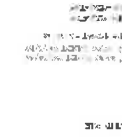
Cortney Hanson, Clerk

COUNTY OF OAKLAND)
) ss.
STATE OF MICHIGAN)

Acknowledged before me on the ____th day of _____ 2026, by Justin Fischer, Mayor
and Cortney Hanson, Clerk of the City of Novi, on its behalf.

Notary Public
My commission expires: _____
Oakland County, Michigan
Acting in the County of _____

Chemical Division
WHO



TIME	COL-ROCKE	ROMANUS
SLUGGER	UPON THE MOUNTAIN	



Know what's below.
Call before you dig.



CITY OF NOVI CITY COUNCIL
JULY 13, 2026

SUBJECT: Approval of a warranty deed to dedicate 60 feet of half-width right-of-way along the south side of Thirteen Mile Road from Novara Properties, LLC as part of the Fresh Smart development (parcel 50-22-11-126-004).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- This process is required to accept right-of-way dedications.
- This brings the segment to its full master planned right-of-way width.

BACKGROUND INFORMATION:

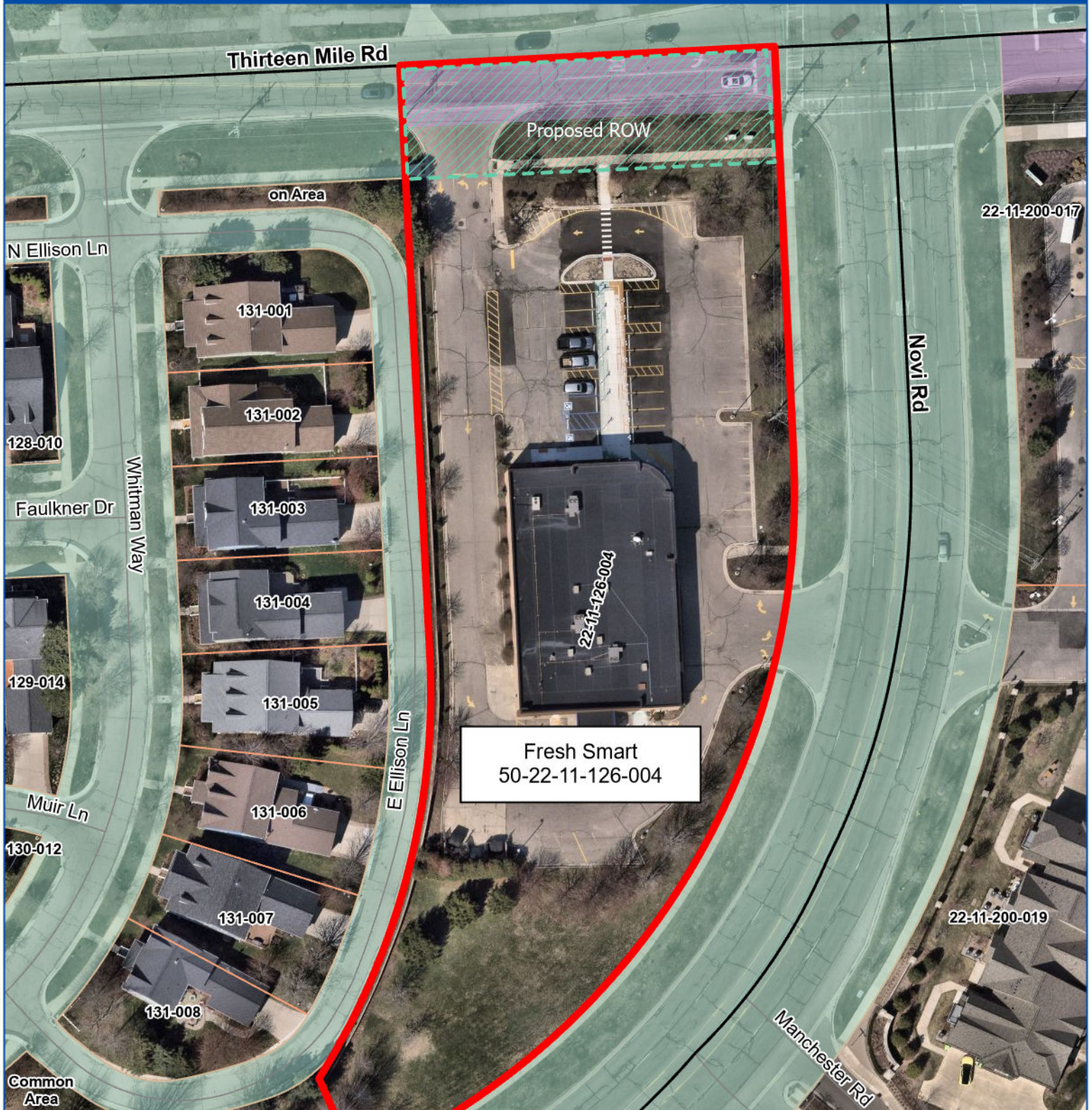
Novara Properties, LLC is requesting the acceptance of a Warranty Deed conveying 60 feet of proposed half-width right-of-way along the south side of Thirteen Mile Road. The proposed right-of-way dedication will bring this segment of Thirteen Mile Road to its full master planned half-width right-of-way of 60 feet.

The Warranty Deed has been approved by the City Attorney (Beth Saarela, May 13, 2026) and City's Engineering Consultant, Spalding DeDecker (May 6, 2026). The enclosed documents have been reviewed and are recommended for acceptance.

RECOMMENDED ACTION: Approval of a warranty deed to dedicate 60 feet of half-width right-of-way along the south side of Thirteen Mile Road from Novara Properties, LLC as part of the Fresh Smart development (parcel 50-22-11-126-004).

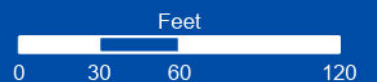
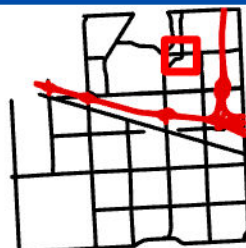
Fresh Smart Right-of-Way

Location Map



Legend

	Minor Road		Dedicated
	Major Road		Prescriptive
	Subject Parcel		
	Tax Parcels		



Map Author: Kate Purpura
Map Print Date: 05/19/2026

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

May 13, 2026

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

**Re: Fresh Smart Market JSP25-008
Acceptance Documents**

Dear Mr. Croy:

We have received and reviewed the following original documents in connection with Fresh Smart Market Development:

- Sanitary Sewer System Easement (**Approved**)
- Warranty Deed (**Approved**)
- Partial Discharge of Mortgage (**Approved**)
- Title Search

We have the following comments:

Sanitary Sewer System Easement

The Owners of the Fresh Smart Market Property seek to convey the on-site Sanitary Sewer System Easement to the City. The Sanitary Sewer System Easement is in the City's standard format and is consistent with the title search provided. Subject to the approval of the exhibits by the City's Consulting Engineer, the Sanitary Sewer System Easement may be accepted by Affidavit of the City Engineer and recorded with the Oakland County Register of Deeds. The Sanitary Sewer is existing so no Bill of Sale has been provided.

Warranty Deed

The Warranty Deed for the 13 Mile Road Right-of-Way is in the City's Standard format and may be placed on an upcoming City Council Agenda for acceptance subject to approval of the exhibits by the City's Consulting Engineer. The Partial Release of Mortgage is acceptable as provided and should be recorded when the Warranty Deed is recorded with the Oakland County Register of Deeds.

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

Ben Croy, City Engineer
City of Novi
May 13, 2026
Page 2

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Barb McBeth, City Planner
Lindsay Bell, Planner
Diana Shanahan, Planner
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Stacey Choi, Planning Assistant
Humna Anjum, Project Engineer
Kate Purpura, Project Engineer
Alyssa Craigie, Administrative Assistant
Sydney Waynick & Ted Meadows, Spalding DeDecker
Alisa Abecassis, Novara Properties
Thomas R. Schultz, Esquire

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Novara Properties, LLC, whose address is 53 Boulder View, Irvine, CA 92603 conveys and warrants to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, that certain property identified in the attached Exhibit A situated in the City of Novi for right-of-way purposes, County of Oakland, State of Michigan, more particularly described as:

BEING A 60 FOOT WIDE RIGHT OF WAY DEDICATION BEING PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF SAID SECTION LINE 1 S87°09'12"W 5.56 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD (120 FEET WIDE), AND THE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF NOVI ROAD (120 FEET WIDE) S02°48'35"E 60.00 FEET; THENCE PARALLEL TO SAID NORTH LINE OF SECTION S87°09'12"W 198.89 FEET; THENCE N02°51'23"W 60.00 FEET, TO A POINT ON SAID NORTH LINE OF SECTION; THENCE ALONG SAID LINE AND THE CENTERLINE OF THIRTEEN MILE ROAD, N87°09'12"E 198.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.27 ACRES OR 11,935 SQUARE FEET 1 MORE OR LESS

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and no/100-----Dollars (\$1.00).

THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

Signed this 16th day of April, 2026

Signed by:

Novara Properties, LLC
By: Alisa Abecassis
Its: Manager

See Attached Notary
Acknowledgement Certificate
OR
See Attached Notary
Jurat Certificate

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of April, 2026 by Alisa Abecassis the Manager of Novara Properties, LLC, a Michigan limited liability company

Notary Public

County, California
My Commission Expires:

When Recorded Return to: Cortney Hanson, Clerk City of Novi 45175 Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth M. Kudla 27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331
---	---	---

Part of Tax Parcel No. _____

Job No. _____ Recording Fee _____ Transfer Tax _____

CALIFORNIA ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On 04/18/20 before me, Javid I. Amliwala, Notary Public (Here insert name and title of the officer)

personally appeared Alisa AbeCassi's who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Warranty Deed
(Title or description of attached document)
(Title or description of attached document continued)
Number of Pages Document Date 04/18/20

CAPACITY CLAIMED BY THE SIGNER
[X] Individual(s)
[] Corporate Officer
[] Partner(s)
[] Attorney-in-Fact
[] Trustee(s)
[] Other

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
• State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
• Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
• The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
• Print the name(s) of document signer(s) who personally appear at the time of notarization.
• Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
• The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
• Signature of the notary public must match the signature on file with the office of the county clerk.
• Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
• Indicate title or type of attached document, number of pages and date.
• Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
• Securely attach this document to the signed document with a staple.

RELEASE--PART OF MORTGAGED PREMISES BY CORPORATION-1398-(Rev. 1964)

Know all Men by these Presents, That United Bank of Michigan of 900 East Paris Avenue, SE, Grand Rapids, Michigan, a Corporation duly organized and existing under and by virtue of the laws of the State of Michigan, for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby confessed, does hereby remise, release and discharge the premises hereinafter particularly described from the lien of a certain mortgage executed by

Novara Properties, LLC, a Michigan Limited Liability Company

to United Bank of Michigan dated July 29, 2021, and recorded in the office of the Register of Deeds for Oakland County, Michigan, in Liber **56732** of Mortgages, on page **629**;

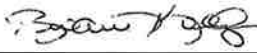
Said above mentioned premises being situated in the City of Novi County of Oakland , and State of Michigan, and particularly described as follows:

See Exhibit "A"

It is hereby expressly understood that this release shall not affect or impair the security of said mortgage upon any portion of any premises, except the premises hereinabove described.

In Witness Whereof, The undersigned has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed this 15th day of April, 2026.

UNITED BANK OF MICHIGAN

By 
Brian D. Kelly
Its: Vice President
900 East Paris Avenue, SE
Grand Rapids, MI 49546

SEAL

STATE OF MICHIGAN, }ss

COUNTY OF KENT

On this 15th day of April, 2026 before me, a Notary Public in and for said County, appeared Brian D. Kelly to me personally known, who, by me duly sworn did say that He is the Vice President of the United Bank of Michigan, the Corporation named in and which executed the within instrument, and that the seal affixed to the said instrument is the corporate seal of the said Corporation and the said instrument was signed and sealed on behalf of the said Corporation by authority of its Board of Directors and the said Vice President acknowledges the said instrument to be the free act and deed of the said Corporation.

Document Prepared by and Return to:
Annamarie Heynen
United Bank of Michigan
900 East Paris Avenue, SE
Grand Rapids, MI 49546


A Heynen
Notary Public, Kent County, Michigan
Acting in Kent County, Michigan
My commission expires: 10/27/2032

EXHIBIT "A"

Legal Description

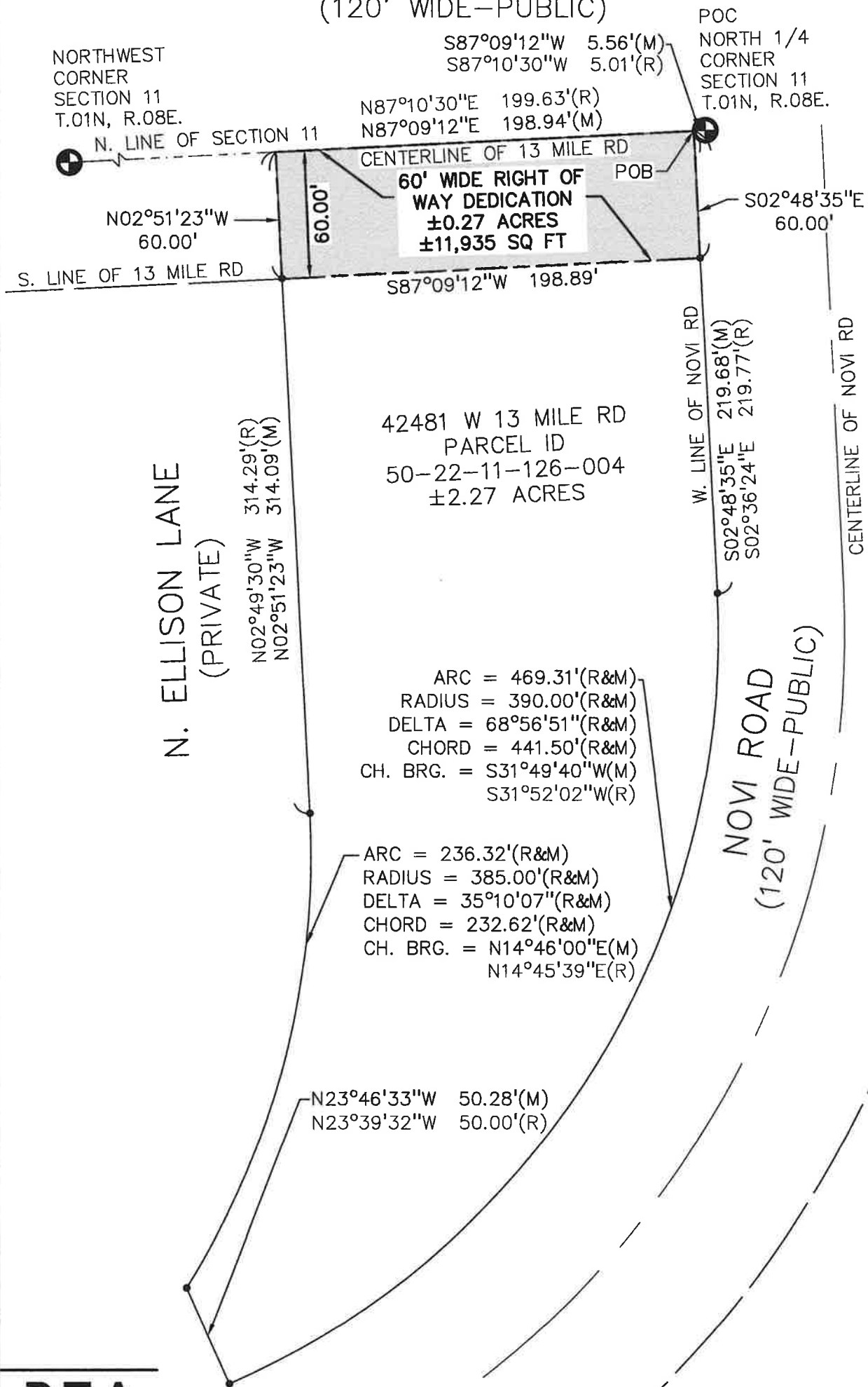
BEING A 60 FOOT WIDE RIGHT OF WAY DEDICATION BEING PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF SAID SECTION LINE 1 S87°09'12"W 5.56 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD (120 FEET WIDE), AND THE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF NOVI ROAD (120 FEET WIDE) S02°48'35"E 60.00 FEET; THENCE PARALLEL TO SAID NORTH LINE OF SECTION S87°09'12"W 198.89 FEET; THENCE N02°51'23"W 60.00 FEET, TO A POINT ON SAID NORTH LINE OF SECTION; THENCE ALONG SAID LINE AND THE CENTERLINE OF THIRTEEN MILE ROAD, N87°09'12"E 198.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.27 ACRES OR 11,935 SQUARE FEET MORE OR LESS

EXHIBIT "A"
RIGHT OF WAY DEDICATION SKETCH

W. 13 MILE ROAD
(120' WIDE—PUBLIC)



PEA
GROUP

T 844.813.2949
www.peagroup.com

AMAZEINGROCERY
dba FRESHSMART
30120 JOHN R ROAD
MADISON HEIGHTS,
MICHIGAN 48071

SHEET 2 OF 2
DECEMBER 18, 2025
25-1456

0 30 60
SCALE: 1" = 60'



**PREFERRED TITLE AGENCY OF ANN ARBOR
Title Search**

Title Search No.: PR112151-1

SCHEDULE A

1. Effective Date: October 14, 2025 at 5:00 p.m.
2. Policy or Policies to be issued:
 - (a) N/A
Proposed Insured: N/A
 - (b) N/A
Proposed Insured: N/A
3. The estate or interest in the land described or referred to in this Title Search is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
Novara Properties, LLC, a Michigan limited liability company
5. The land referred to in the Title Search is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Preferred Title Agency of Ann Arbor



Authorized Signatory
Examined By: Keeley Zabel

Title Search No.: PR112151-1

SCHEDULE B - SECTION II EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Title Search treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

1. Taxes and assessments which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
2. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
3. A mortgage for \$3,033,000.00 was given by Novara Properties, LLC, a Michigan limited liability company to United Bank of Michigan, dated July 29, 2021, recorded August 23, 2021, in Liber 56732, Page 629, Oakland County Records.
4. Assignment and Assumption of Lease Agreement dated July 27, 2021 to be recorded in the Oakland County Records.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
7. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
8. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by Public Records.
9. Taxes or special assessments which are not shown as existing liens by the Public Records.
10. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.

SCHEDULE B - SECTION II

(Continued)

11. Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
12. Security interest in fixtures, etc. given by RAC Novi, L.L.C. to ChoicePoint1, as evidenced by UCC Financing Statement recorded in Liber 39133, Page 860, and as amended in Liber 40010, Page 336, and as continued in Liber 43829, Page 141 and Liber 50087, Page 455, Oakland County Records.
13. Terms, Conditions and Provisions of Memorandum of Lease as set forth in Liber 36824, Page 664, Oakland County Records.
14. Terms, Conditions and Provisions of Easement as set forth in Liber 7402, Page 406, and in Liber 7402, Page 388, Oakland County Records.
15. Terms, Conditions and Provisions of Planned Unit Development Agreement as set forth in Liber 11963, Page 273, and as amended in Liber 12218, Page 187, in Liber 15367, Page 110, and in Liber 19623, Page 79, with Collateral Assignment of PUD Agreement recorded in Liber 12000, Page 126, Oakland County Records.
16. Declaration of Covenants, Conditions and Restrictions as recorded in Liber 13736, Page 507, and as re-recorded in Liber 15367, Page 216, Oakland County Records.
17. Jurisdiction of Sandstone Community Association as set forth in Liber 13736, Page 507, and in Liber 15367, Page 216, and as amended in Liber 14813, Page 572 and Liber 15815, Page 683, Oakland County Records.
18. Charges assessed by Sandstone Community Association, as fixed and determined in accordance with the By-Laws thereof, which if unpaid shall constitute a lien against subject property.
19. Terms, Conditions and Provisions of Highway and Utility Easement as set forth in Liber 14446, Page 900, and in Liber 14447, Page 5, Oakland County Records.
20. Terms, Conditions and Provisions of Sanitary Sewer Easement as set forth in Liber 14447, Page 1, and in Liber 14447, Page 6, Oakland County Records.
21. Terms, Conditions and Provisions of Development Rights Agreement as set forth in Liber 17552, Page 760, Oakland County Records.
22. Easement in favor of The Detroit Edison Company, as recorded in Liber 38744, Page 43, Oakland County Records.
23. Terms, Conditions and Provisions of Release of Slope Rights as set forth in Liber 7402, Page 389, and in Liber 7402, Page 407, and in Liber 7410, Page 285, Oakland County Records.

SCHEDULE B - SECTION II
(Continued)

24. Rights of tenants under unrecorded leases and any and all parties claiming by, through and thereunder.
25. Rights of others in and to the use of the Easement(s) described in Schedule C.
26. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
27. Loss or damage sustained as a result of the discrepancies between the tax assessed description and the recorded legal description.
28. Terms, Conditions and Provisions of Stipulated Order Amending Consent Judgment as set forth in Liber 52162, Page 649, Oakland County Records.
29. Parcel I.D. No. 50-22-11-126-004
2025 Summer taxes paid in the amount of \$26,444.39.
2024 Winter taxes paid in the amount of \$1,635.00.
All previous tax years paid.
2025 Homestead Status: 0%
Special Assessments: None
2025 SEV: \$555,370.00

Title Search No.: PR112151-1
Reference: 42481 Thirteen Mile Rd., Novi, MI 48377

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Title Search is described as follows:

Land in the City of Novi, County of Oakland, State of Michigan, described as:

Part of the Northwest 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, State of Michigan, being more particularly described as follows: Commencing at the North 1/4 corner of said Section 11; thence along the North line of said Section line, South 87°10'30" West 5.01 feet to the POINT OF BEGINNING; thence along the Westerly right of way line of Novi Road (120 feet wide) the following 2 courses (1) South 02°36'24" East 219.77 feet and (2) 469.31 feet (recorded as 267.78 feet) along a curve to the right (having a central angle of 68°56'52", a radius of 390.00 feet and a chord bearing South 31°52'02" West 441.50 feet); thence North 23°39'32" West 50.00 feet; thence 236.32 feet along a non-tangent curve to the left (having a central angle of 35°10'10", a radius of 385.00 feet (recorded as 390.00 feet) and a chord bearing of North 14°45'39" East 232.63 feet); thence North 02°49'30" West 314.29 feet to a point on the North line of said Section 11; thence along said Section line and the centerline of Thirteen Mile Road, North 87°10'30" East 199.63 feet to the POINT OF BEGINNING.

Together with those rights and easements described in Declaration of Covenants, Conditions and Restrictions for Sandstone Community Association, recorded in Liber 13736, Page 507, First Amendment recorded in Liber 14813, Page 572, Second Amendment recorded in Liber 15815, Page 683, Oakland County Records, and further amendments thereto.

Described for tax purposes as:

Town 1 North, Range 8 East, Section 11, part of the Northwest 1/4 beginning at a point distant South 87°10'30" West 5.00 feet from the North 1/4 corner; thence South 87°10'30" West 319.75 feet; thence South 02°53'30" East 770 feet; thence South 02°59'30" East 220.97 feet; thence North 41°34'25" East 300.21 feet; thence Northeasterly along a curve concave to the Southeast, radius 560 feet, chord bears North 64°22'28" East 434.03 feet, distance of 445.70 feet; thence North 87°10'30" East 317.23 feet; thence Northeasterly along a curve concave to the Northwest, radius 390 feet, chord bears North 42°17'04" East 550.49 feet, a distance of 611.12 feet; thence North 02°36'22" West 219.77 feet to the BEGINNING, except that part in OCCP No 1225 'Camden Court', also excepting that part lying Southwesterly of the most Southwesterly line of said 'Condo' OCCP No 1225.

May 6, 2026

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

Re: Fresh Smart Market - Acceptance Documents Review #3
Novi: JSP25-0008
SDA: NV25-218
FINAL DOCUMENTS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on April 28, 2026 against the Final Site Plan (Stamping Set approved on October 8, 2025). Our comments are as follows:

Final Acceptance Documents

1. On-Site Sanitary Sewer Easement
(executed 4-16-2026; exhibits dated 2-5-2026)
Exhibits (A & B) Approved
2. Warranty Deed for Right-of-Way
(executed 4-16-2026; exhibit dated 12-18-2025)
Exhibit (A) Approved

The documents submitted were found to be acceptable by our office pending review by the City Attorney. The City Attorney's Office will retain original documents in their files until such time as they are approved and ready for the mayor's signature.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER

Digitally signed by Sydney Waynick
Date: 2026.05.06 12:24:41-04'00'

Sydney Waynick
Construction Engineer

Cc:
Barb McBeth, City of Novi
Lindsay Bell, City of Novi
Diana Shanahan, City of Novi
Stacey Choi, City of Novi
Humna Anjum, City of Novi
Kate Purpura, City of Novi

Sarah Marchioni, City of Novi
Angie Sosnowski, City of Novi
Alyssa Craigie, City of Novi
Beth Saarela, RSJA Law
Alisa Abecassis, Novara Properties



CITY OF NOVI CITY COUNCIL
JULY 13, 2026

SUBJECT: Approval to amend the Water Service Connections contract with Murphy Pipeline Contractors, the City's water service installation contractor, to adjust unit costs to reflect an increase in material costs.

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

KEY HIGHLIGHTS:

- Murphy Pipeline Contractors, formerly D&D Water & Sewer, has been the City's water service connection contractor for many years.
- Fee adjustment is a pass-through for connection fees with no increase to City's cost.
- A 4.2% increase across all line items is being requested to help offset price increases as described in the attached request.

BACKGROUND INFORMATION:

Murphy Pipeline Contractors (MPC), formerly D&D Water & Sewer, has been the City's water service connection contractor since 2004. The owner is requesting an adjustment to the fees for the water service installation contract to help offset the unanticipated increase in material costs, fuel, etc. Revisions are proposed across all unit costs in the contract.

The City and MPC have maintained a professional and positive working relationship for years, and staff agrees the fee adjustment request to be reasonable based on the cost increases across the industry. This fee adjustment would be passed on through the fees paid by the owner of the property being served by the water service. The City Attorney has reviewed this request and has prepared the attached *Addendum to Agreement for Water Service Connections*.

This is a request to amend the agreement approved at the July 7, 2025 City Council meeting. The revised fees would remain in effect for the remainder of the contract through July 2029.

RECOMMENDED ACTION: Approval to amend the Water Service Connections contract with Murphy Pipeline Contractors, the City's water service installation contractor, to adjust unit costs to reflect an increase in material costs.

ADDENDUM TO AGREEMENT FOR WATER SERVICE CONNECTIONS

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

WHEREAS, the City and Contractor entered into an Agreement for Water Service Connections on or about July 7, 2025, and

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

WHEREAS, the term of the Agreement, including unit prices for Contractor's work, is four (4) years, and will therefore expire on July 7, 2029; and

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

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

1. Unit prices for water service connections shall be as set forth in the attached Exhibit A from and after Jul 13, 2026, through the remaining term of the Agreement.

2. Except as otherwise provided in paragraph 1, the terms and provisions of the Agreement are complete and unchanged and shall remain in full force and effect as initially approved.

Murphy Pipeline Contractors

By: _____

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing document was acknowledged before me by _____, on behalf of Murphy Pipeline Contractors, on the ____ day of July, 2026.

Notary Public

_____ County, Michigan

Acting in _____ County, Michigan

My Commission Expires: _____

CITY OF NOVI

By: Justin Fischer
Its: Mayor

By: Cortney Hanson
Its: Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing document was acknowledged before me by Justin Fischer, Mayor, and Cortney Hanson, Clerk, on behalf of the City of Novi, on the ____ day of July, 2026.

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



CITY OF NOVI

WATER SERVICE CONNECTIONS CONTRACT

BID FORM

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

A. BASE BID – WATER SERVICE CONNECTIONS

SIZE	SERVICE TYPE	UNIT	COST FOR COPPER +4.2%	
1"	Short (30 ft or less)	EACH	\$1,450.00	\$1,510.90
1"	Long (31-60 ft)	EACH	\$2,150.00	\$2,240.30
1"	Additional length for service lines over 60 feet	PER FOOT	\$31.00	\$32.30
1"	Additional cost for tapping 24" pre-stressed concrete water main (in addition to cost above)	EACH	\$2,000.00	\$2,084.00
1-1/2"	Short (30 ft or less)	EACH	\$2,300.00	\$2,396.60
1-1/2"	Long (31-60 ft)	EACH	\$3,300.00	\$3,438.60
1-1/2"	Additional length for service lines over 60 feet	PER FOOT	\$35.00	\$36.47
1-1/2"	Additional cost for tapping 24" pre-stress concrete water main (in addition to cost above)	EACH	\$2,000.00	\$2,084.00
2"	Short (30 ft or less)	EACH	\$3,000.00	\$3,126.00
2"	Long (31-60 ft)	EACH	\$5,000.00	\$5,210.00
2"	Additional length for service lines over 60 feet	PER FOOT	\$40.00	\$41.68
2"	Additional cost for tapping 24" pre-stress concrete water main (in addition to cost above)	EACH	\$2,000.00	\$2,084.00

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

ITEM	SERVICE	UNIT	PRICE
1.	Directional Drill up to 2" service line	Per foot	\$40.00 \$41.68
2.	Dig through frost when additional equipment is necessary	Per tap	\$500.00 \$521.00
3.	Minimum Charge Main Break (7:30 AM - 4:00 PM)	Each	\$1,000.00 \$1,042.00
4.	Minimum Charge Main Break (After 4:00 PM)	Each	\$1,500.00 \$1,563.00
5.	Backhoe w/operator (7:30 AM - 4:00 PM)	Per hour	\$125.00 \$130.25
6.	Backhoe w/operator (After 4:00 PM)	Per hour	\$145.00 \$151.09
7.	Laborer (7:30 AM - 4:00 PM)	Per hour	\$75.00 \$78.15
8.	Laborer (After 4:00 PM)	Per hour	\$95.00 \$98.99
9.	Dump Truck w/driver, up to 10 cubic yards (24 hours/7 Days)	Per hour	\$125.00 \$130.25
10.	Hydraulic Excavator w/driver, to 3 cubic yards (24 hours/7Days)	Per hour	\$150.00 \$156.30
11.	Mobilize Excavator to 3 cubic yards (24 hours/7Days)	Each	\$750.00 \$781.50
12.	Abandon Water Service	Each	\$1,000.00 \$1042.00
13.	Labor & Equipment to Remove and Replace Fire Hydrant	Each	\$3,500.00 \$3,647.00
14.	Additional Charges for HDPE Fusion Taps	Each	\$300.00 \$312.60
15.	Pipe Bursting up to 8" Water Main	Per foot	\$300.00 \$312.60
16.	Pipe Re-lining, up to 8" Water Main	Per foot	\$600.00 \$625.20
17.	Remove and Replace Curb Box and Rod	Each	\$500.00 \$521.00
18.	Site Restoration Work (if requested) including labor and equipment.	Per hour	\$25.00 \$26.05
19.	Seed restoration, including topsoil (if requested)	Per square yard	\$25.00 \$26.05
20.	Sod restoration, including topsoil (if requested),	Per square yard	\$25.00 \$26.05
21.	Sand Backfill (if requested)	Per square yard	\$50.00 \$52.10
22.	21AA Aggregate (if requested)	Per square yard	\$50.00 \$52.10

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

July 2, 2026

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

RE: Murphy Pipeline Contract Addendum

Dear Mr. Croy:

We have received and reviewed the proposed Addendum to the City's Contract with Murphy Pipeline for Water Service Connections. The Addendum reflects a 4.2% cost increase related to the unexpected inflation relating to increased oil prices. All other provisions of the Contract remain unchanged. We see no legal impediment to entering into the Addendum subject to City Council approval of the increased pricing.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)
Jeff Herczeg, Director of Public Works (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)



Friday, June 26, 2026

City of Novi

Attn: Ben Croy

Project: Water Service Connection Contract

Re: Request for an Equitable Price Adjustment

Dear Ben,

We are writing to formally request consideration of an equitable price adjustment due to sustained and extraordinary cost escalation affecting our operations and the broader utility and construction sectors. These increases are not isolated, but instead reflect well-documented inflationary pressures across materials, energy, transportation, and insurance driven by ongoing geopolitical events.

Recent data from the U.S. Bureau of Labor Statistics and the Associated General Contractors of America (AGC) highlights the severity of these conditions:

- The Producer Price Index (PPI) for diesel fuel surged approximately **37.8% between February and mid-March 2026**, representing the largest one-month increase since the Gulf War era. [\[agc.org\]](#), [\[moranconsultants.com\]](#)
- This increase has had a cascading impact across the construction and utility supply chain, with contractors reporting rapidly rising fuel surcharges on material deliveries and equipment operations. [\[agc.org\]](#)
- The PPI for inputs to nonresidential construction increased **1.7% in a single month and 4.4% year-over-year**, reflecting accelerating cost pressure on projects. [\[agc.org\]](#)
- Broader data shows that construction input costs are rising faster than bid prices, creating a widening gap that is increasingly unsustainable under fixed-price contracts. [\[agc.org\]](#)
- Energy-related inputs continue to be the primary driver, with diesel prices and freight transportation costs rising significantly, reinforcing cost escalation across logistics and project execution. [\[agc.org\]](#)

These trends are consistent with recent utility and underground infrastructure industry reporting, which notes that global supply disruptions tied to the Middle East conflict, particularly impacts to oil supply routes, shipping constraints, and insurance markets, are materially increasing project costs and extending supply timelines.

While we have worked diligently to absorb these impacts and maintain pricing stability wherever possible, the magnitude, speed, and persistence of these increases now exceed what can reasonably be



offset internally. Diesel fuel alone acts as a multiplier across virtually every aspect of our operations, including transportation, equipment usage, and material/supplier pricing structures, amplifying the overall financial impact.

The chart below shows Producer Price Index data for the US - [US Producer Price Index \(Monthly\) - United States - Histori...](#) The listed dates are the proposal date for this project and the most recent PPI data available (April of 2026). The variance represents the cost increases over the timeframe.

PERIOD	US-PPI
Proposal Date	150.24
Apr-26	156.5
% INCREASE	4.2%

Accordingly, we are requesting an equitable price adjustment of 4.2% across all line-item pricing. We are not seeking to increase our profit margin, but to maintain the financial structure of the original bid.

Our intent is to ensure the continued delivery of high-quality services while maintaining a sustainable operating model under current market realities. We appreciate your consideration for this request and welcome the opportunity to meet and discuss a fair and reasonable path forward.

Respectfully,

Mark DiMichele, PE
Regional Manager and Vice President
Murphy Pipeline Contractors



CITY OF NOVI

WATER SERVICE CONNECTIONS CONTRACT

BID FORM

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

A. BASE BID – WATER SERVICE CONNECTIONS

SIZE	SERVICE TYPE	UNIT	COST FOR COPPER
1"	Short (30 ft or less)	EACH	\$1,450.00
1"	Long (31-60 ft)	EACH	\$2,150.00
1"	Additional length for service lines over 60 feet	PER FOOT	\$31.00
1"	Additional cost for tapping 24" pre-stressed concrete water main (in addition to cost above)	EACH	\$2,000.00
1-1/2"	Short (30 ft or less)	EACH	\$2,300.00
1-1/2"	Long (31-60 ft)	EACH	\$3,300.00
1-1/2"	Additional length for service lines over 60 feet	PER FOOT	\$35.00
1-1/2"	Additional cost for tapping 24" pre-stress concrete water main (in addition to cost above)	EACH	\$2,000.00
2"	Short (30 ft or less)	EACH	\$3,000.00
2"	Long (31-60 ft)	EACH	\$5,000.00
2"	Additional length for service lines over 60 feet	PER FOOT	\$40.00
2"	Additional cost for tapping 24" pre-stress concrete water main (in addition to cost above)	EACH	\$2,000.00

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

ITEM	SERVICE	UNIT	PRICE
1.	Directional Drill up to 2" service line	Per foot	\$40.00
2.	Dig through frost when additional equipment is necessary	Per tap	\$500.00
3.	Minimum Charge Main Break (7:30 AM - 4:00 PM)	Each	\$1,000.00
4.	Minimum Charge Main Break (After 4:00 PM)	Each	\$1,500.00
5.	Backhoe w/operator (7:30 AM - 4:00 PM)	Per hour	\$125.00
6.	Backhoe w/operator (After 4:00 PM)	Per hour	\$145.00
7.	Laborer (7:30 AM - 4:00 PM)	Per hour	\$75.00
8.	Laborer (After 4:00 PM)	Per hour	\$95.00
9.	Dump Truck w/driver, up to 10 cubic yards (24 hours/7 Days)	Per hour	\$125.00
10.	Hydraulic Excavator w/driver, to 3 cubic yards (24 hours/7Days)	Per hour	\$150.00
11.	Mobilize Excavator to 3 cubic yards (24 hours/7Days)	Each	\$750.00
12.	Abandon Water Service	Each	\$1,000.00
13.	Labor & Equipment to Remove and Replace Fire Hydrant	Each	\$3,500.00
14.	Additional Charges for HDPE Fusion Taps	Each	\$300.00
15.	Pipe Bursting up to 8" Water Main	Per foot	\$300.00
16.	Pipe Re-lining, up to 8" Water Main	Per foot	\$600.00
17.	Remove and Replace Curb Box and Rod	Each	\$500.00
18.	Site Restoration Work (if requested) including labor and equipment.	Per hour	\$25.00
19.	Seed restoration, including topsoil (if requested)	Per square yard	\$25.00
20.	Sod restoration, including topsoil (if requested),	Per square yard	\$25.00
21.	Sand Backfill (if requested)	Per square yard	\$50.00
22.	21AA Aggregate (if requested)	Per square yard	\$50.00

We acknowledge receipt of the following Addenda: 1
(please indicate numbers)

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

NONE

COMMENTS:

NON-IRAN LINKED BUSINESS

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

THIS BID SUBMITTED BY:

Company (Legal Registration) Murphy Pipeline Contractors, LLC dba D&D Water & Sewer

Address 5700 Sheldon Road South

City Canton State MI Zip 48188

Telephone 734-368-2375 Fax N/A

Agent's Name Thomas Gottsegen

Agent's Title Chief Legal Officer & Assistant Secretary

Signature 

E-mail Mark.dimichele@murphypipeline.com

Date 06/26/2025



CITY OF NOVI
CONTRACTOR QUALIFICATIONS QUESTIONNAIRE
WATER SERVICE CONNECTIONS

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

Name of Firm Murphy Pipeline Contractors, LLC dba D&D Water & Sewer
Address: 5700 Sheldon Road South
City, State Zip Canton, MI 48188
Telephone 734-397-3386 Fax N/A
Mobile 734-368-2375
Agent's Name (please print) Thomas Gottsegen
Agent's Title Chief Legal Officer & Assistant Secretary
Email Address: Mark.Dimichele@murphypipelines.com
Website murphypipelines.com

1. Organizational structure: Corporation, Partnership, etc. S Corporation
2. Firm established: 08/30/2000 Years in business: 25 Years
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No X Yes _____ Reason: _____
4. Under what other or former names has your organization operated?
Murphy Pipeline Contractors, Inc. & D&D Water & Sewer, Inc.
5. How many current full time employees? 248 Part time? 0
6. Are you able to provide insurance coverage as required by this ITB? Yes
7. 24/7 Emergency Telephone Number 734-368-2375
8. Provide your procedure for handling night & weekend calls
Phone line is monitored 24/7, emergency repairs will be responded to within 2 hours.
9. Provide information relative to the experience your company has had working with municipalities. Please provide the names of municipalities where services have been provided. D&D Water & Sewer has provided water service and emergency repairs since its inception in 1970 and has continued with the addition of Murphy Pipeline Contractors, LLC. Previous experience includes Novi, MI, Browntown Township, MI, Huron Township, MI, Flat Rock, Van Buren Township, Dearborn Heights, MI, Redford Township, MI, Livonia, MI, and others.

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

Please see attached financial statement.

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

Mark DiMichele has +34 years of experience in the municipal field, a BSCE from Michigan

Technological University and is a registered Professional Engineer in the state of Michigan. Murphy

Pipeline Contractors, LLC dba D&D Water & Sewer has previous experience with the City of Novi

and will hopefully continue to provide assistance to the City of Novi to address non typical

situations that arise from time to time.

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

See Attached - Equipment List

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

See Attached - Current Projects

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

Company City of Livonia, MI
Address 33000 Civic Center Dr. Livonia, MI 481154
Phone 443-975-6060 Contact name Dan Mitchell

Company Charter Township of West Bloomfield
Address 4550 Walnut Lake Rd. West Bloomfield, MI 48323
Phone 248-521-0044 Contact name Ed Haapla

Company City of Lincoln Park, MI
Address 33000 Civic Center Dr. Livonia, MI 481154
Phone 734-759-1600 Contact name Charles Smith

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

No X Yes _____

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

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: 

Representative's Name (please print) Thomas Gottsegen - Chief Legal Officer & Asst. Secretary

Date June 26, 2025



IPR AcquisitionCo, Inc. and Subsidiaries

Consolidated Financial Statements

For the Years Ended December 31, 2024, and December 31, 2023



PURIS FAMILY OF COMPANIES



IPR AcquisitionCo, Inc. and Subsidiaries

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Management's Discussion and Analysis

Business Overview

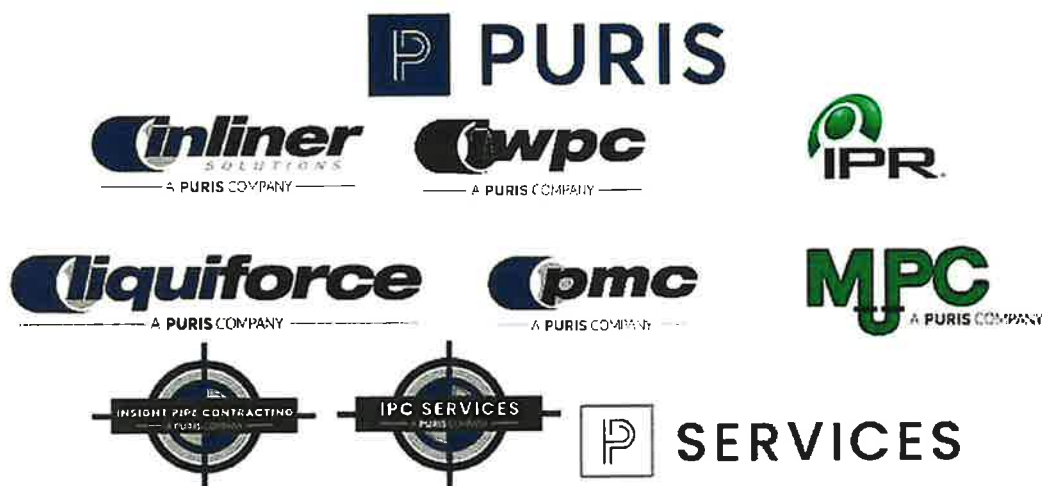
PURIS LLC ("PURIS") provides end-to-end water infrastructure renewal solutions, specializing in environmentally sustainable trenchless pipeline rehabilitation. It is home to an industry-leading family of brands serving customers throughout the United States and Canada.

PURIS performs turn-key installation services providing owners with a single source solution for all their water infrastructure renewal needs. Our technologies operate within the existing infrastructure to minimize environmental impact and reduce community disruption. We are committed to investing in new product development and partnering with leading-edge technology companies to offer our customers the best solutions for their projects, budgets, and environmental conditions.

Legal Entity Structure

IPR Acquisition Co., Inc. ("the Company") was formed on November 14, 2018 and was incorporated in the state of Delaware. Effective December 27, 2018, the Company acquired 100% of the equity interests of Inland Pipe Rehabilitation, LLC and its wholly owned subsidiaries ("IPR") from Inland Pipe Rehabilitation Holding Company, LLC. Effective December 1, 2022, IPR filed an amendment to Article I of its Articles of Incorporation that changed the name of the limited liability company to PURIS LLC.

On March 16, 2022, the Company acquired 100% of the equity in Granite Inliner LLC, Granite Transport Co., Liner Products, LLC, Inliner Technologies, LLC, and Liqui-Force Services (Ontario) Inc. Effective March 23, 2022, Granite Inliner LLC was renamed Inliner Solutions LLC ("Inliner"). Effective March 18, 2022, Granite Transport Co. was renamed Inliner Transport Co. In February 2025, the Company acquired Insight Pipe LLC and IPC Services LLC. In March 2025, the Company created PURIS Services LLC. The Company's other wholly owned subsidiaries include: IPR Great Lakes LLC, IPR Properties LLC, IPR Southeast LLC, IPR Northeast LLC, PM Construction & Rehab, LLC, Repipe Construction LLC, Murphy Pipeline Contractors, LLC, Inland Management, Inc., Inland Waters Pollution Control, Inc., and Underground Technologies, Inc. The combined businesses offer a full range of trenchless pipeline rehabilitation services to governmental, commercial, and industrial operators of underground pipe systems.



Unaudited Consolidating Financial Statements

The following consolidating balance sheet as of December 31, 2024, and consolidating statement of operations for the year ended December 31, 2024, are presented for the purposes of additional analysis and are not a required part of the financial statements. This information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements.

IPK Acquisition Co., Inc. and Subsidiaries
Legal Entity Supplemental Schedule (unaudited)

Consolidating Balance Sheet
Quarter Ended December 31, 2024
(In thousands)

	PM Construction & Rehab. LLC	Inland Waters Pollution Control, Inc.	IPR Northeast LLC	IPR Southeast LLC	Indier Solutions, LLC	Liquid-Force Services (Ontario) Inc.	Murphy Pipeline Construction, LLC	Linear Products, LLC	Indier Transport Co. Inc.	PCRUS LLC/Corp & EBB	IPK Acquisitions Co Inc.
Assets											
Current assets:											
Cash and cash equivalents	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Accounts receivable	5,844	7,578	-	489	16,462	1,694	1,228	1,561	-	12,277	15,199
Contract assets	6,280	25,066	868	2,742	23,590	1,081	22,994	-	-	6,674	53,091
Inventories	748	-	-	172	50	-	742	8,608	-	(462)	9,856
Prepaid expenses and other current assets	23,528	(5,266)	3,393	7,652	166,779	263	27,126	(64,309)	675	(152,796)	6,542
Total current assets	36,410	27,378	4,261	10,877	206,503	4,423	71,736	(54,142)	675	(134,187)	173,964
Non-current assets:											
Property and equipment, net	4,673	3,975	389	1,750	32,240	4,312	13,304	3,562	4,165	(1,092)	67,338
Operating lease right-of-use assets	255	14	-	-	3,508	361	1,691	1,157	-	2,320	9,326
Restricted cash	-	-	-	-	(54,708)	798	10,946	57,855	1,413	41,447	57,754
Goodwill, net	-	-	-	-	12,508	-	5,338	1,673	-	8,484	28,009
Intangible assets, net	-	-	-	-	-	-	-	-	-	-	-
Total assets	41,338	31,367	4,650	12,627	200,056	9,914	103,015	10,105	6,253	(82,754)	336,585
Liabilities and Stockholder's Equity											
Current liabilities:											
Accounts payable	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Contract liabilities	1,336	4,666	1,936	11,900	17,851	320	6,285	3,655	71	(18,729)	29,491
Current maturities of long term debt	452	628	36	662	2,485	389	1,403	-	-	-	6,055
Current portion of finance lease liabilities	-	-	-	-	-	-	-	450	-	-	4,197
Current portion of operating lease liabilities	393	616	-	-	1,665	160	1,442	-	-	-	4,530
Accrued expenses and other current liabilities	255	12	-	-	727	192	909	92	-	535	2,322
Total current liabilities	4,329	2,298	1,879	2,264	21,769	295	5,554	357	677	(10,816)	28,804
Other liabilities:											
Deferred income tax liability	-	-	-	-	-	363	(1)	-	-	239	601
Long term debt, net of current maturities and deferred financing costs	-	-	-	-	36,808	-	-	5,597	-	288,926	311,331
Operating lease liabilities less current portion	-	-	-	-	2,853	194	1,173	1,094	-	1,830	7,144
Finance lease liabilities, less current portion	1,016	225	-	-	3,134	542	2,473	-	-	1	7,391
Other non-current liabilities	-	-	-	-	-	-	2,441	-	-	-	2,441
Total liabilities	7,781	8,445	4,451	14,426	87,292	2,455	23,279	11,249	748	246,435	404,557
Stockholder's equity (deficit)	33,559	22,923	230	(1,799)	112,763	7,459	81,733	(1,139)	5,505	(129,208)	(67,972)
Total liabilities and stockholder's equity (deficit)	41,340	31,368	4,681	12,627	200,055	9,914	103,012	10,110	6,253	(82,783)	336,585

Unaudited Consolidating Financial Statements (continued)

IPR Acquisition Co., Inc. and Subsidiaries
Legal Entity Supplemental Schedule (unaudited)

Consolidating Statement of Operations
Quarter Ended December 31, 2024
(in thousands)

	IPM Construction & Rebate, LLC	Inland Waters Initiators Corporation, Inc.	IPR Northeast LLC	IPR Northwest LLC	Intiner Solutions, LLC	Liquid Force Services (Outside) Inc.	Murphy Pipeline Construction, LLC	Libert Products, LLC	Tallier Transport Co. Inc.	PURIS LLC/Corp & Ekin	IPR Acquisition Co Inc.
Operating revenue	\$ 54,085	\$ 24,246	\$ 2,735	\$ 2,786	\$ 112,145	\$ 14,482	\$ 192,026	\$ 70,408	\$ -	\$ (3,417)	\$ 425,263
Cost of goods sold	43,229	23,557	2,862	3,021	98,557	11,861	201,752	62,485	1,880	(2,344)	336,646
Gross profit	10,856	889	873	(235)	13,588	2,621	90,274	7,923	(1,880)	(1,073)	88,617
Operating expenses:											
General and administrative	38	225	2	0	1,569	1,348	1,157	43	-	55,321	59,644
Depreciation & amortization	1,580	2,341	307	882	5,617	927	7,895	785	1,474	18,982	40,461
Total operating expenses	1,618	2,566	309	882	7,186	1,175	8,052	828	1,474	74,303	100,105
Operating income	9,238	(1,677)	564	(1,117)	6,402	1,446	81,722	7,095	(3,354)	(75,376)	(11,488)
Other income (expense):											
Loss/gain on sale of fixed assets	(109)	(17)	2	(30)	(236)	(4)	(44)	(71)	106	148	(254)
Gain on debt extinguishment	-	-	-	-	-	-	-	-	-	38,981	38,981
Interest expense, net	27	19	6	(3)	18	66	131	-	-	46,804	47,098
Other (expense) income, net	-	-	-	-	1	13	-	-	-	826	830
Total other expense, net	(82)	2	9	(36)	(217)	78	(89)	(71)	106	86,719	86,595
Net income (loss) before income taxes	9,156	(1,680)	573	(1,153)	6,185	1,524	81,633	7,024	(3,248)	(68,557)	(9,803)
Income tax (benefit) expense	-	11	-	-	-	101	-	-	-	290	302
Net income (loss)	9,156	(1,691)	573	(1,153)	6,185	1,423	81,633	7,024	(3,248)	(68,847)	(9,505)



Tel: 412-281-2501
Fax: 412-471-1996
www.bdo.com

339 Sixth Avenue, 8th Floor
Pittsburgh, PA 15222

Independent Auditor's Report

Board of Directors
IPR AcquisitionCo, Inc. and Subsidiaries
The Woodlands, Texas

Opinion

We have audited the consolidated financial statements of IPR AcquisitionCo, Inc. (dba PURIS) and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of operations, changes in stockholders' deficit, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

BDO USA, P.C., a Virginia professional corporation, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the International BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.



Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

BDO USA, P.C.

April 1, 2025

IPR AcquisitionCo, Inc. and Subsidiaries

Consolidated Balance Sheets (in thousands)

ASSETS	Year Ended December 31,	
	2024	2023
Current assets		
Cash and cash equivalents	\$ 15,199	\$ 15,239
Accounts receivable	53,092	47,134
Contract assets	89,275	107,102
Inventories	9,856	11,757
Prepaid expenses and other current assets	6,542	5,163
Total current assets	173,964	186,395
Non-current assets		
Property and equipment, net	67,338	69,641
Operating lease right-of-use assets	9,326	10,253
Restricted cash	200	32,369
Goodwill, net	57,754	70,748
Intangible assets, net	28,003	36,818
Total assets	\$ 336,585	\$ 406,224
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable	\$ 29,491	\$ 47,613
Contract liabilities	6,055	15,201
Current maturities of long term debt	4,647	2,979
Current portion of operating lease liabilities	2,322	3,417
Current portion of finance lease liabilities	4,530	2,083
Accrued expenses and other current liabilities	28,604	44,601
Total current liabilities	75,649	115,894
Other liabilities		
Deferred income tax liability	601	996
Long term debt, net of current maturities and deferred financing costs	311,331	395,924
Operating lease liabilities, less current portion	7,144	7,175
Finance lease liabilities, less current portion	7,391	3,874
Other Non-current Liabilities	2,441	1,775
Total liabilities	404,557	525,638
Stockholders' deficit	(67,972)	(119,414)
Total liabilities and stockholders' deficit	\$ 336,585	\$ 406,224

See accompanying notes to the consolidated financial statements

IPR AcquisitionCo, Inc. and Subsidiaries

Consolidated Statements of Operations (in thousands)

	Year Ended December 31,	
	2024	2023
Operating revenue	\$ 425,263	\$ 428,616
Cost of goods sold	336,846	340,784
Gross profit	88,417	87,832
Operating expenses:		
General and administrative	59,644	45,235
Depreciation and amortization	40,461	44,082
Total operating expenses	100,105	89,317
Operating loss	(11,688)	(1,485)
Non operating (income) expense:		
Loss/(gain) on sale of property and equipment	(254)	567
Loss on debt extinguishment	38,961	-
Interest expense, net	47,068	52,043
Other expenses/(income), net	820	(109)
Total non operating expense, net	86,595	52,501
Loss before income taxes	(98,283)	(53,986)
Income tax expense	302	602
Net loss	\$ (98,585)	\$ (54,588)

See accompanying notes to the consolidated financial statements

IPR Acquisition Co., Inc. and Subsidiaries

Consolidated Statements of Changes in Stockholders' Deficit (in thousands, except share data)

	Common Stock		Additional	Accumulated	Total
	Shares	Amount	Paid-in Capital	Deficit	Stockholders' Deficit
Balances, December 31, 2022	100	\$ -	\$ 208,511	\$ (273,701)	\$ (65,190)
Change in accounting principle (Note 1)	-	-	-	230	230
Unit-based compensation	-	-	1,254	-	1,254
Distributions	-	-	(1,120)	-	(1,120)
Net loss	-	-	-	(54,588)	(54,588)
Balances, December 31, 2023	100	-	208,645	(328,059)	(119,414)
Capital Contribution (Note 8)	-	-	145,054	-	145,054
Unit-based compensation	-	-	4,805	-	4,805
Net loss	-	-	-	(98,585)	(98,585)
Transition Adjustment	-	-	-	168	168
Balances, December 31, 2024	100	\$ -	\$ 358,504	\$ (426,476)	\$ (67,972)

See accompanying notes to the consolidated financial statements

IPR AcquisitionCo, Inc. and Subsidiaries

Consolidated Statements of Cash Flows (in thousands)

	Year Ended December 31,	
	2024	2023
Cash Flows from Operating Activities		
Net loss	\$ (98,585)	\$ (54,588)
Adjustments to reconcile net loss to net cash (used in)/provided by operating activities		
Depreciation and amortization expense	42,384	47,007
Paid in kind interest	7,741	27,658
Loss on debt retirement	38,961	-
Deferred income tax expense	(395)	(879)
Unit-based compensation	4,805	1,254
(Gain) loss on sale of property and equipment	(44)	567
Other	1,296	419
Changes in operating assets and liabilities, net of business acquisitions		
Accounts receivable	(5,831)	28,247
Contract assets	17,827	(39,481)
Inventories, net	2,391	4,137
Prepaid expenses and other current assets	(1,379)	1,660
Accounts payable	(18,122)	(5,097)
Contract liabilities	(9,146)	(3,757)
Accrued expenses and other current liabilities	(15,754)	5,697
Net cash (used in)/provided by operating activities	(33,851)	12,844
Cash Flows from Investing Activities		
Business acquisitions	-	229
Proceeds from sale of property and equipment	925	6,269
Purchases of property and equipment	(7,303)	(13,119)
Net cash used in investing activities	(6,378)	(6,621)
Cash Flows from Financing Activities		
Pre-Renewal revolver draw	7,000	-
Pre-Renewal revolver payments	(20,602)	-
Repayments of pre-Renewal first lien term loan	(149,923)	(1,470)
Repayments of pre-Renewal second lien debt	(234,589)	-
Repayments of Renewal first term loan	(1,550)	-
Principal payments on finance lease liabilities	(4,252)	(2,127)
Financing from sales-leaseback transaction	(1,509)	(1,472)
Payments of deferred financing costs	(12,496)	-
Costs associated with retirement of debt	(29,113)	-
Issuance of long-term obligations	310,000	-
Capital contributions	145,054	-
Distribution to shareholders	-	(1,120)
Net cash provided by/(used in) financing activities	8,020	(6,189)
Net (Decrease) Increase in Cash and Restricted Cash	(32,209)	34
Cash and Restricted Cash, Beginning of Year	47,608	47,574
Cash and Restricted Cash, End of Year	\$ 15,399	\$ 47,608
Income taxes paid, net of refunds	438	29
Interest paid	37,551	19,307

See accompanying notes to the consolidated financial statements

IPR AcquisitionCo, Inc. and Subsidiaries

Notes to the Consolidated Financial Statements (all amounts in thousands, unless otherwise indicated)

Note 1: Summary of Significant Accounting Policies and Practices Description of Business

IPR AcquisitionCo, Inc. (“the Company”) was formed on November 14, 2018 and was incorporated in the state of Delaware. Effective December 27, 2018, the Company acquired 100% of the equity interests of Inland Pipe Rehabilitation, LLC and its wholly owned subsidiaries (“IPR”) from Inland Pipe Rehabilitation Holding Company, LLC. On March 16, 2022, the Company acquired 100% of the equity in Granite Inliner LLC, Granite Transport Co., Liner Products, LLC, Inliner Technologies, LLC, and Liqui-Force Services (Ontario) Inc. Effective March 23, 2022, Granite Inliner LLC was renamed Inliner Solutions LLC (“Inliner”). Effective March 18, 2022, Granite Transport Co. was renamed Inliner Transport Co. Effective December 1, 2022, IPR filed an amendment to Article I of its Articles of Incorporation that changed the name of the limited liability company to PURIS LLC (“PURIS”).

PURIS provides end-to-end water infrastructure renewal solutions, specializing in environmentally sustainable trenchless pipeline rehabilitation. It is home to an industry-leading family of brands serving customers throughout the United States and Canada.

The Company’s other wholly owned subsidiaries include: IPR Great Lakes LLC, IPR Properties LLC, IPR Southeast LLC, IPR Northeast LLC, PM Construction & Rehab, LLC, Repipe Construction LLC, Murphy Pipeline Contractors, LLC, Inland Management, Inc., Inland Waters Pollution Control, Inc., and Underground Technologies, Inc. In February 2025, the Company acquired Insight Pipe LLC and IPC Services LLC. In March 2025, the Company created PURIS Services LLC. The combined businesses offer a full range of trenchless pipeline rehabilitation services to governmental, commercial, and industrial operators of underground pipe systems.

Principles of Consolidation and Basis of Accounting

The consolidated financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (“GAAP”) as codified by the Financial Accounting Standards Board (“FASB”) in its Accounting Standards Codification (“ASC”). All intercompany accounts and transactions have been eliminated in consolidation.

Related Party Transactions

A related party transaction is any transaction, arrangement or relationship or series of similar transactions, arrangements, or relationships (including the incurrence or issuance of any indebtedness or guarantee of the indebtedness) in which (1) the Company or any of its subsidiaries is a participant, and (2) any related party has or will have a direct or indirect material interest.

A related party is any person who was, at any time since the beginning of the Company’s last fiscal year, (1) an executive officer, director or nominee for election as a director of the Company or any of its subsidiaries, (2) a person with greater than five percent (5%) beneficial interest in the Company, (3) an immediate family member of any of the individuals or entities identified in (1) or (2) of this paragraph, and

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(4) any firm, corporation or other entity in which any of the foregoing individuals or entities are employed or are a general partner or principal or in a similar position or in which such person or entity has a five percent (5%) or greater beneficial interest. Immediate family members include a person's spouse, parents, stepparents, children, stepchildren, siblings, mothers- and fathers-in-law, sons- and daughters-in-law, brothers- and sisters-in-law and anyone residing in such person's home, other than a tenant or employee.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fair Value Measurements

The Company follows GAAP for fair value measurements relating to financial and non-financial assets and liabilities in the consolidated financial statements. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly fashion between market participants at the measurement date. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset and liability.

The three levels of inputs that may be used are as follows:

Level 1 – Quoted prices in active markets for identical assets or liabilities;

Level 2 – Inputs, other than the quoted prices in active markets, which are observable either directly or indirectly; and

Level 3 – Unobservable inputs that reflect the reporting entity's own assumptions.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used are required to maximize the use of observable inputs and minimize the use of unobservable inputs.

The Company did not have any financial assets or liabilities that are measured at fair value on a recurring basis as of December 31, 2024 or December 31, 2023. The carrying value of financial instruments such as accounts receivable, accounts payable, and accrued liabilities approximate fair value due to their short maturity. The carrying value of debt approximates fair value due to market determined variable interest rates.

Cash and Cash Equivalents

Cash and cash equivalents include cash and restricted cash. The Company had \$200 and \$32,369 held in a restricted cash account as of December 31, 2024 and December 31, 2023, respectively, as collateral against outstanding letters of credit. At times, cash balances exceed federally insured amounts. The company recognizes the inherent risk in banking institutions and monitors performance closely. In 2023, the Company migrated substantially all its commercial relationships to upper tier institutions to mitigate bank default risk.

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The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the consolidated statements of cash flows for the years ended:

	Year Ended December 31,	
	2024	2023
Cash and cash equivalents	\$ 15,199	\$ 15,239
Restricted cash	200	32,369
Total Cash, cash equivalents and restricted cash	\$ 15,399	\$ 47,608

Contract Assets

In accordance with ASC Topic 606, *Revenue from Contracts with Customers* ("Topic 606") contract assets include revenue recognized in excess of amounts paid or payable as well as amounts due under contractual retention provisions. Revenue recognized in excess of amounts paid or payable represents amounts earned and reimbursable under contracts with a conditional right for billing and payment such as achievement of milestones or completion of the project. Generally, such unbilled amounts will become billable according to the contract terms and generally will be billed and collected over the next twelve months. Based on historical experience, the Company generally considers the collection risk related to billable amounts to be low. However, when events or conditions indicate that it is probable that the amounts become unbillable, the transaction price and associated contract asset are reduced.

Certain contracts include retention provisions to provide assurance to customers that the Company will perform in accordance with the contract terms and are not considered a financing benefit under Topic 606. The balances billed but not paid by customers pursuant to these provisions generally become due upon completion and acceptance of the project work or products by the customer.

Inventories

Inventories consist of purchased raw materials, work in progress, and finished goods, primarily pipe and CIPP materials. CIPP, or cured in place pipe, materials include felt and resin to create the CIPP liners used in the Company's restoration processes. Inventories are valued at the lower of cost or net realizable value using first-in, first-out. The Company periodically evaluates the need for a reserve for slow moving and obsolete inventory by reviewing inventory usage, condition and estimates of future demand to determine net realizable value.

Property and Equipment, Net

Property and equipment are recorded at cost, less accumulated depreciation. Leasehold improvements are amortized over the shorter of their estimated useful lives or the remaining term of the lease. Depreciation is calculated using the straight-line method over estimated useful lives. Maintenance and repairs are charged to cost of goods sold, as incurred; significant improvements that extend the lives of the assets are capitalized.

Goodwill

Goodwill represents costs in excess of fair values assigned to the underlying net assets of acquired businesses. The Company applies the provisions of ASC No. 2014-02, *Accounting for Goodwill*, which allows private companies to amortize goodwill on a straight-line basis over a period of ten (10) years, and tests for impairment in accordance with Topic 350, *Intangibles, Goodwill, and Other*. In performing the quantitative goodwill impairment tests, the Company calculates the estimated fair value of the reporting unit

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in which the goodwill is recorded using a discounted cash flow method. The estimated fair value is compared to the carrying amount of the reporting unit, including goodwill. If the fair value of the reporting unit exceeds its carrying amount, goodwill of the reporting unit is considered not impaired. If the fair value of the reporting unit is less than its carrying amount, goodwill is impaired and the excess of the reporting unit's carrying amount over the fair value is recognized as a non-cash impairment charge. Judgments inherent in these methods include the determination of appropriate discount rates, the amount and timing of expected future cash flows and revenue and margin growth rates. Discount rate assumptions are based on an assessment of the equity cost of capital and appropriate capital structure for the Company. The Company tests goodwill for impairment at the reporting unit level whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. There were no impairment charges in the fiscal years ended December 31, 2024, or December 31, 2023.

Intangible Assets

Intangible assets consist of acquired contractual backlog, patents, and trademarks and are amortized using the straight-line method over the estimated useful lives of the assets.

The Company applies the provisions of ASC Topic 350, *Intangibles, Goodwill, and Other*, which requires the amortization of long-lived intangible assets to reflect the pattern in which the economic benefits of the intangible assets are expected to be realized. The intangible assets are amortized over their estimated useful lives which range from two to twenty (2–20) years.

Impairment of Long-Lived Assets

The carrying values of long-lived assets, and definite lived intangible assets, are reviewed for impairment whenever triggering events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. Conditions that would necessitate an impairment assessment include a significant decline in the observable market value of an asset, a significant change in the extent or manner in which an asset is used, or a significant adverse change that would indicate that the carrying amount of an asset or group of assets is not recoverable. Recoverability is measured by comparison of the carrying amounts to the future undiscounted cash flows the asset groups are expected to generate. There were no such triggering events during the years ended December 31, 2024, or December 31, 2023.

Contract Liabilities

In accordance with Topic 606, contract liabilities consist of payments received or receivable in excess of revenue recognized, net of the related contract retention and provisions for losses. Payments received or receivable in excess of revenue recognized are billings to customers on contracts in advance of work performed, including advance payments negotiated as a contract condition. Generally, unearned project-related costs will be accrued over the next twelve months. Provisions for losses are recognized in the consolidated statements of operations at the uncompleted performance obligation level for the amount of total estimated losses in the period that evidence indicates that the estimated total cost of a performance obligation exceeds its estimated total revenue.

Income Taxes

The Company is taxed as a C Corporation and has historically filed a consolidated U.S. Federal Income tax return. Effective September 10, 2020, the Company is included in the consolidated U.S. Federal income tax return filing of its parent, JFL-IPR Holdings, Inc. ("Parent" or "Holdings").

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Deferred tax assets and liabilities are recognized for the future tax consequences attributable to the differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and tax loss and credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized.

Management accounts for uncertainty in income taxes by following a prescribed recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The application of income tax law is inherently complex. The Company determines if an income tax position meets the criteria of more-likely-than-not to be realized based on the merits of the position under tax laws, in order to recognize an income tax benefit. This requires Management to make many assumptions and judgments regarding merits of income tax positions and the application of income tax law. Additionally, if a tax position meets the recognition criteria of more-likely-than-not, Management is required to make judgments and assumptions to measure the amount of tax benefits to recognize based on the probability of the amount of tax benefits that would be realized if the tax position was challenged by the taxing authorities. Interpretations and guidance surrounding income tax laws and regulations change over time. As a consequence, changes in assumptions and judgments can materially affect amounts recognized in the consolidated financial statements.

In assessing the reliability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. After consideration of all evidence, both positive and negative, management has determined that it is not more likely than not the Company will realize the benefits of the deferred tax assets and therefore a valuation allowance has been recorded.

Workers' Compensation, Auto, Environmental, and General Liability Accruals

In accordance with ASC Topic 450 (Topic 450), *Contingencies*, the Company records a loss contingency when it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. The Company reviews the loss contingencies on an ongoing basis to ensure that it has appropriate reserves recorded on the consolidated balance sheets. These reserves are based on historical experience with claims incurred but not received, estimates and judgments made by management, applicable insurance coverage for litigation matters, and are adjusted as circumstances warrant. The insurance is subject to terms, conditions, limitations, and exclusions that may not fully compensate the Company for all losses. The estimates and judgments could change based on new information, changes in laws or regulations, changes in management's plans or intentions, or the outcome of legal proceedings, settlements, or other factors. If different estimates and judgments were applied with respect to these matters, it is likely that reserves would be recorded for different amounts.

Allowance for Credit Losses

As of January 1, 2023, trade receivables are reported on the consolidated balance sheets at the amount due, adjusted for any allowance for expected credit losses. The Company provides an allowance for expected credit losses to reduce trade receivables to their estimated net realizable value equal to the amount expected to be collected. The allowance for expected credit losses is estimated based on historical collection

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experience, current regional economic and market conditions, aging of accounts receivable, current creditworthiness of customers, and forward-looking information.

See “Recent Accounting Pronouncements” section below for information pertaining to the adoption of Accounting Standards Update (ASU) 2016-13, *Financial Instruments - Credit Losses (Topic 326)*. For the years ended December 31, 2024, and December 31, 2023, the company recorded allowance for credit losses of \$155 and \$230, respectively. For the years ended December 31, 2024, and December 31, 2023, the company recognized no expenses for accounts receivable write-offs.

Concentration of Credit Risk

Financial instruments which potentially subject the Company to concentrations of credit risk consist primarily of trade receivables with various municipalities and amounts under subcontract agreements with private companies which, in turn, hold prime contracts with municipalities. The Company generally does not require collateral from customers. Credit risk with such customers is considered by management to be limited to the general creditworthiness of customers. Revenue from the top four customers was 24% of total revenue for both years ended December 31, 2024, and December 31, 2023.

Unit-based Compensation

The Company recognizes unit-based compensation expense in accordance with ASC Topic 718, *Compensation - Stock Compensation* (“Topic 718”) for all unit-based payments for those shares expected to vest. Unit-based compensation expense is recognized for all unit-based payments over the estimated term of the vesting or service period.

Deferred Financing Cost

Deferred financing costs consist of fees paid to obtain debt financing. Deferred financing costs are deducted directly from the carrying value of the associated debt and are amortized over the term of the debt using the straight-line method. The amortization of these costs is reported as a component of interest expense on the consolidated statement of operations.

Commitments and Contingencies

Certain conditions may exist as of the date the consolidated financial statements are issued, which may result in a loss to the Company, which will only be resolved when one or more future events occur or fail to occur. The Company assesses such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Company or unasserted claims that may result in such proceedings, its legal counsel evaluates the perceived merits of any legal proceedings or unasserted claims as well as the perceived merits of the amount of relief sought or expected to be sought therein.

If the assessment of a contingency indicates that it is probable that a material loss has been incurred and the amount of the liability can be estimated, the estimated liability would be accrued in the Company’s consolidated financial statements. If the assessment indicates that a potentially material loss contingency is not probable, but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, would be disclosed.

Loss contingencies considered remote are generally not disclosed unless they involve guarantees, in which case the nature of the guarantee would be disclosed. The Company accrues for contingencies where the

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occurrence of a material loss is probable and can be reasonably estimated, based on its best estimate of the expected liability. The Company may increase or decrease its legal accruals in the future, on a matter-by-matter basis, to account for developments in such matters. Because such matters are inherently unpredictable and unfavorable developments or outcomes can occur, assessing contingencies is highly subjective and requires judgments about future events.

The Company also pursues gain or recovery items from time to time, which would be considered gain contingencies under GAAP. The standard for recognition of gain contingencies is substantially higher than that for recognition of loss contingencies.

Leases

The Company leases certain facilities, offices, equipment, and vehicles under various non-cancelable leases. Leases are classified at their commencement date, which is the date the Company takes possession or control of the underlying asset, and lease-related assets and liabilities are recognized for all leases with an initial term of 12 months or greater. Most of the Company's leases are operating leases, however, certain vehicles and equipment are leased under finance leases. The leases typically range in duration from 1 to 11 years and, in most instances, provide for renewal options, which is at the Company's discretion to exercise.

Upon adoption of ASU No. 2016-02, *Leases* ("Topic 842"), the Company did not elect to use hindsight in determining the lease term. The Company did elect to use the practical expedient to not assess whether existing land easements that were not previously accounted for as leases are or contain a lease. Lease-related assets and liabilities are recognized for all leases with an initial term of greater than 12 months. The exercise of lease renewal options is at the Company's sole discretion. The Company evaluates renewal options at commencement and on an ongoing basis. This evaluation includes options that are reasonably certain to exercise in its expected lease terms when classifying leases and measuring lease liabilities.

Lease components are separated from the non-lease components and non-lease components are expensed as incurred. Non-lease components include certain required payments based upon costs of maintenance, real estate taxes, administration fees and insurance. The Company has elected to use the practical expedient allowing non-public entities to use a risk-free rate, such as a government treasury bill, as the discount rate instead of the incremental borrowing rate, for the operating leases that typically do not have a stated borrowing rate. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

The Company elected the following package of transition practical expedients under Topic 842. As a result of the adoption of these practical expedients, the Company did not have a cumulative catchup adjustment to net assets on January 1, 2022:

- The Company elected not to reassess whether expired or existing contracts contain leases under Topic 842's new definition of a lease.
- The Company elected not to reassess the lease clarification for expired or existing leases.
- The Company elected not to reassess whether any previously capitalized initial direct costs would qualify for capitalization under the new standard.

Refer to Note 9 – Leases for additional disclosures regarding the Company's leases.

Recently Adopted/New Accounting Pronouncement

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments – Credit Losses* ("Topic 326"). The standard is intended to improve financial reporting by requiring earlier recognition of credit losses on

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financing receivables and other financial assets in scope. The new guidance requires organizations to measure all expected credit losses for financial instruments held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. Topic 326 is effective for the Company for fiscal years beginning after December 15, 2022. The Company adopted this ASU effective January 1, 2023, and incorporated this guidance into its methodology for estimating its accounts receivable allowances. Based on historical trends, the financial condition of the Company's customers and management's expectations of economic and industry factors affecting the Company's customers, Topic 326 did not have a material effect on the Company's consolidated financial statements upon adoption. For additional information about the Company's allowance for credit losses see discussion within Summary of Significant Accounting Policies and Practices Description of Business above.

Note 2: Revenue Recognition

In accordance with Topic 606, the Company follows a five-step process to recognize revenue: 1) identify the contract with the customer, 2) identify the performance obligations, 3) determine the transaction price, 4) allocate the transaction price to the performance obligations, and 5) recognize revenue when the performance obligations are satisfied.

Most of the Company's revenue is derived from long-term contracts that can span from several months to several years. A performance obligation is a promise in a contract to transfer a distinct good or service to the customer. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. For contracts in which construction, engineering and rehabilitation/repair services are provided, there is generally a single performance obligation as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts and, therefore, not distinct. The bundle of goods and services represents the combined output for which the customer has contracted. Under maintenance contracts or agreements, each task order is typically considered a separate performance obligation, however, the specifics of the task order are reviewed (i.e., items that are innately integrated, interdependent on, or significantly modify another task order) to confirm the task order constitutes a separate performance obligation, as opposed to a change order for an existing task order.

Performance obligations are satisfied over time as work progresses or at a point in time. Revenues from products and services transferred to customers over time account for substantially all of the Company's revenues. Revenue from the Company's services are recognized over time using an input measure (e.g., costs incurred to date relative to estimated total costs) to measure progress toward satisfying performance obligations, with profit estimated as the difference between the total estimated revenue and expected costs to complete a contract. Incurred cost represents work performed, which corresponds with, and thereby best depicts, the transfer of control to the customer. Contract costs include labor, materials, overhead and, when applicable, subcontractor costs.

Costs to obtain contracts ("pre-bid costs") that are not expected to be recovered from the customer are expensed as incurred and included in general and administrative expenses. Other general and administrative costs are also charged to expense as incurred. As such, these costs are not included in the calculation of costs to date or estimated costs to complete.

Revenue from stand-alone product sales are recognized at a point in time, when control of the product is transferred to the customer and the performance obligation has been met, which typically occurs upon shipment of the product to the customer. Revenue from stand-alone product sales were approximately \$10,513 and \$7,578, for the years ended December 31, 2024, and December 31, 2023, respectively.

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Revenue from foreign operations in Canada were less than 4% of total revenue in both the years ended December 31, 2024, and December 31, 2023.

Contract Estimates

Accounting for long-term contracts involves the use of various techniques to estimate contract revenue and cost. For long-term contracts, the Company estimates the profit on a contract as the difference between the total estimated revenue and expected costs to complete a contract and recognizes that profit over the life of the contract.

Contract estimates are based on various assumptions to project the outcome of future events that often span several years. These assumptions include labor productivity and availability; the complexity of the work to be performed; the cost and availability of materials, and the performance of subcontractors; and the availability and timing of funding from the customer.

Variable Consideration

The nature of the Company's contracts gives rise to variable consideration, which can include change orders or contract modifications, liquidated damages, and claims. The Company adjusts its contract estimates for these variable considerations when the Company believes there is an enforceable right to the variable consideration, the amount can be estimated reliably, and its realization is probable. In evaluating these criteria, the Company considers the contractual/legal basis, the cause of any additional costs incurred, the reasonableness of those costs and the objective evidence available to support the variable consideration. These estimates are based on historical award experience, anticipated performance, and the Company's best judgment at the time.

As a significant change in one or more of these estimates could affect the profitability of the contracts, the Company reviews and updates contract-related estimates regularly. The Company recognizes adjustments in estimated profit on contracts under the cumulative catch-up method. Under this method, the impact of the adjustment on profit recorded to date is recognized in the period the adjustment is identified. Revenue and profit in future periods of contract performance is recognized using the adjusted estimate. If at any time the estimate of contract profitability indicates an anticipated loss on the contract, the Company recognizes the total loss in the period it is identified and is included in contract liabilities on the Company's Consolidated Balance Sheet.

Note 3: Contract Assets and Liabilities

The timing of revenue recognition, customer billings and cash collections results in accounts receivable, contract assets and contract liabilities at the end of each reporting period. Contract assets include unbilled amounts typically resulting from revenue recognized exceeding amounts billed to customers for contracts utilizing the over-time revenue recognition method. The Company bills customers as work progresses in accordance with agreed-upon contractual terms, either at periodic intervals, upon achievement of contractual milestones or upon deliveries and, in certain arrangements, the customer may retain payment of a small portion of the contract price in the form of contract retainage until contract completion. The majority of the contract retention balance is expected to be collected within one year. Contract asset balances are summarized below:

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	Year Ended December 31,	
	2024	2023
Costs in excess of billings and estimated earnings	\$ 63,337	\$ 80,247
Contract retention	25,938	26,855
Total contract assets	\$ 89,275	\$ 107,102

Contract liabilities include advance payments and billings in excess of revenue recognized, including deferred revenue and any contract loss reserves. Contract losses represent our best estimate of forward losses using currently available information and could change in future periods as new facts and circumstances emerge. Contract liability balances are summarized below:

	Year Ended December 31,	
	2024	2023
Billings in excess of costs and estimated earnings	\$ 5,896	\$ 12,540
Provisions for contract losses	159	2,661
Total contract liabilities	\$ 6,055	\$ 15,201

The Company's remaining performance obligations, which management defines as the remaining contract amount for signed contracts in progress after deducting revenue recognized to date, was approximately \$308,722 (unaudited) and \$284,835 (unaudited) as of December 31, 2024 and December 31, 2023, respectively.

Note 4: Inventories

A summary of inventories is as follows:

	Year Ended December 31,	
	2024	2023
Raw materials	\$ 220	\$ 36
Work in progress	628	288
Finished goods	9,499	12,414
Inventory reserve	(491)	(981)
Total	\$ 9,856	\$ 11,757

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Note 5: Property and Equipment, Net

Property and equipment consist of the following:

	Useful Life	Year Ended December 31,	
		2024	2023
Vehicles	1-10	\$ 44,911	\$ 44,596
Machinery and equipment	1-13	50,799	45,284
Computers and office equipment	1-10	1,602	1,205
Software	1-10	248	248
Furniture and fixtures	1-10	539	443
Buildings and leasehold improvements	2-30	20,477	18,591
Finance type leases	Varies	18,942	9,574
Land	N/A	1,701	1,711
		<u>139,219</u>	<u>121,652</u>
Less: accumulated depreciation		(73,355)	(56,106)
Construction in progress		1,474	4,095
Property and equipment, net		<u>\$ 67,338</u>	<u>\$ 69,641</u>

Depreciation expense, including certain depreciation amounts classified as cost of goods sold, was \$18,705 and \$17,899 for the years ended December 31, 2024, and December 31, 2023, respectively.

Certain land, land improvements and buildings were included in the sale and leaseback financing transaction during the year ended December 31, 2022 (see Note 8 Debt). Title to these assets lie with the lender; however, since the transactions qualified as financing transactions, versus sales, the assets remain recorded on the Company's consolidated balance sheets.

Note 6: Goodwill and Intangible Assets

Goodwill amortization expense for the years ended December 31, 2024, and December 31, 2023, totaled \$12,929 and \$11,032, respectively. Goodwill consisted of the following:

	Year Ended December 31,	
	2024	2023
Goodwill	\$ 162,097	\$ 159,509
Business acquisitions	-	2,588
Foreign Currency Impact	(65)	
Accumulated impairment losses	(26,958)	(26,958)
Accumulated amortization	(77,320)	(64,391)
Goodwill, net	<u>\$ 57,754</u>	<u>\$ 70,748</u>

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Intangible assets included in other long-term assets on the consolidated balance sheets consist of the following:

December 31, 2024				
		Less		
	Useful Life (in years)	Cost	Accumulated Amortization	Net
Tradename	3 - 20	\$ 38,229	\$ (14,829)	\$ 23,400
Patents	10	8,005	(3,402)	4,603
Backlog	1 - 5	31,215	(31,215)	-
		<u>\$ 77,449</u>	<u>\$ (49,446)</u>	<u>\$ 28,003</u>

December 31, 2023				
		Less		
	Useful Life (in years)	Cost	Accumulated Amortization	Net
Tradename	3 - 20	\$ 38,229	\$ (8,656)	\$ 29,572
Patents	10	8,005	(2,602)	5,403
Backlog	1 - 5	31,215	(29,372)	1,843
		<u>\$ 77,449</u>	<u>\$ (40,630)</u>	<u>\$ 36,818</u>

In conjunction with the acquisition of IPR in December 2018, the IPR trade name was recorded as an intangible asset with an assigned value of approximately \$22,100. In 2023 the Company reassessed the useful life of the IPR tradename in conjunction with the corporate rebranding from IPR to PURIS. Based on the Company's assessment specifically noting that various subsidiary legal entities continued to utilize the IPR tradename, it was concluded a triggering event had not occurred that would require testing for an impairment. However, the Company determined that a change in the useful life of the IPR tradename to three years was appropriate to align with the expected transition away from IPR to PURIS for these various subsidiaries over the next several years. Additionally, the Company concluded no change in the useful life should be considered for Inliner or Murphy as there is no change in the future utilization of these trade names.

Intangibles amortization expense totaled \$8,816 and \$14,327 for the years ended December 31, 2024 and December 31, 2023, respectively. Amortization expense for subsequent years ending December 31 is as follows:

	Goodwill	Intangible Assets	Total
2025	\$ 12,942	\$ 6,966	\$ 19,908
2026	12,942	6,966	19,908
2027	12,942	1,712	14,654
2028	12,942	1,663	14,605
2029	2,512	1,516	4,028
Thereafter	3,474	9,180	12,654
Total	<u>\$ 57,754</u>	<u>\$ 28,003</u>	<u>\$ 85,757</u>

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Note 7: Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities included the following:

	Year Ended December 31,	
	2024	2023
Accrued interest	\$ 726	\$ 1,560
Accrued insurance	6,968	6,263
Accrued payables and project accruals	14,200	22,113
Accrued payroll and related expenses	4,760	9,178
Accrued taxes	860	2,511
Accrued management and professional fees	470	670
Other accruals and current liabilities	620	2,306
Total	\$ 28,604	\$ 44,601

Note 8: Debt

Long term debt is summarized as follows:

	Year Ended December 31,	
	2024	2023
Renewal first lien term loan	\$ 308,450	\$ -
Pre-Renewal first lien term loan	-	150,290
Pre-Renewal revolver	-	13,603
Second lien term debt	-	226,848
Sale/leaseback borrowing	19,081	19,845
Total debt	327,531	410,586
Less: deferred financing costs	(11,553)	(11,683)
Less: current maturities	(4,647)	(2,979)
Long-term debt	\$ 311,331	\$ 395,924

On June 28, 2024, the Company closed a refinancing of its debt as part of a continuation fund transaction, collectively referred to as "Project Renewal", sponsored by its private equity owner, J.F. Lehman and Company. The transaction resulted in the full extinguishment of the previous first lien term loan and revolving facility and second lien term debt.

The transaction was funded through the execution of a new credit agreement ("Renewal Credit Agreement") that included a \$310,000 first lien term loan ("Renewal Term Loan") and a First-Out Revolving Facility comprised of a \$40,000 revolving credit availability ("First-Out Revolving Facility") and \$40,000 letter of credit availability ("First-Out LC Facility").

In conjunction with the refinancing, the Company incurred \$12,496 of financing costs which were recorded as deferred financing fees in the consolidated financial statements and are being amortized over the term of

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the Renewal Credit Agreement. Additionally, as a result of the refinancing activities, the Company incurred exit and prepayment fees of \$8,000 and \$21,113 on the extinguished First Lien Term Loan and Revolving Facility and Second Lien Term Loan, respectively. These fees are reflected in loss on debt extinguishment on the consolidated statements of operations. The payment of these fees is reflected in the financing section of the consolidated statement of cash flows.

Renewal Credit Agreement

Proceeds from the Renewal First Lien Term Loan were \$304,840, net of original issue discount of \$5,160. The loan is to be repaid quarterly commencing with the quarter ended September 30, 2024, in equal quarterly payments of 0.25% of the original principal amount, or \$775, with the balance in full becoming due in June 2031.

Under the Renewal Credit Agreement, both the Renewal Term Loan and First-Out Revolving Facility bore interest at one of two options, based on the Company's election, using either the (i) base rate ("Base Rate") as defined in the Senior Credit Facility plus an applicable margin or the (ii) Secured Overnight Financing Rate ("SOFR Rate") as defined in the Renewal Credit Agreement plus an applicable margin. Prior to delivery of the 2025 compliance certificate, the applicable margin for the Renewal Term Loan was fixed at 4.75% for the Base Rate option and 5.75% for the SOFR option. After delivery of the 2025 compliance certificate, the rates are based on the following:

Total Leverage Ratio	Term SOFR Loans	ABR Loans
> 3.50:1.00	5.75%	4.75%
> 3.00:1.00 and ≤ 3.50:1.00	5.50%	4.50%
≤ 3.00:1.00	5.25%	4.25%

The applicable margin for the First-Out Revolving Facility was 2.75% for the Base Rate option and 3.75% for the SOFR option with an unused commitment fee of 0.50%. A SOFR rate floor of 1% exist under the Renewal Credit Agreement.

The Total Leverage Ratio is calculated by the ratio of total consolidated debt outstanding to consolidated adjusted earnings before interest, taxes, depreciation and amortization, as defined in the Renewal Credit Agreement. Interest payments on both the Renewal Term Loan and First-Out Revolving Facility are payable at the end of each quarter.

Interest payments under the Renewal Credit Agreement are payable quarterly. The Company will also pay customary letter of credit and agency fees. The applicable interest rate for the Renewal Term Loan and First-Out Revolving Facility was 10.35% and 8.35%, respectively, as of December 31, 2024.

The Renewal Credit Agreement contain covenants restricting the Company's ability to, among other things: (1) create, incur or assume additional debt, (2) incur liens or engage in sale-leaseback transactions, (3) make certain loans and investments, (4) guarantee obligations, (5) change the nature of the Company's business and the business conducted by its subsidiaries, (6) pay dividends, and (7) undertake transactions with affiliates on other than arm's length terms. The Renewal Credit Agreement also contains other customary covenants and events of defaults. The Company was in compliance with all debt covenants at December 31, 2024 and December 31, 2023.

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At December 31, 2024, the required annual payments on long-term debt for the next five years and thereafter are as follows:

2025	\$	4,647
2026		4,685
2027		4,725
2028		4,766
2029		4,807
Thereafter		303,901
Total	\$	327,531

Pre-Project Renewal First Lien Term Loan and Revolving Facility

On December 27, 2018, the Company entered into an agreement with a lender in an aggregate amount of \$186,500, consisting of \$144,000 in a first lien term loan and \$42,500 in a revolving credit commitment ("Senior Credit Agreement"), both initially maturing on December 26, 2024. The Company extinguished the first lien term loan of \$144,000 and used the proceeds to acquire IPR on December 27, 2018.

The Senior Credit Agreement provides for a quarterly commitment fee of up to 0.50% applied to the undrawn but committed funds under the revolving credit commitment. Commencing on March 31, 2019, and on the last day of each calendar quarter thereafter, quarterly term loan installments in the amount of \$360 are due and payable. All outstanding principal and unpaid interest are due at maturity.

On February 16, 2021, the Company and its lender agreed to a third amendment to the Senior Credit Agreement, extending certain financial reporting deadlines, and modifying certain financial reporting requirements.

On March 30, 2021, the parties agreed to a fourth amendment of the Senior Credit Agreement, providing a waiver of certain financial covenants, a new minimum liquidity threshold, until the December 31, 2021 reporting period, deferral of term loan amortization during 2021, partial conversion of cash interest expense to paid-in-kind ("PIK") interest, and an increase to the upper range of Applicable Margin for calculating total interest expense to 5% and 6% for the Base Rate and Eurodollar loans, respectively.

Furthermore, the amendment provided additional capital support to the Company for general corporate purposes in the form of subordinated debt, with 100% participating interest by a shareholder of the Parent, as follows:

- (i) an incremental \$10,000 term loan with 12.5% PIK interest funded at closing of the amendment (the Fourth Amendment Last Out Term Loans),
- (ii) \$5,700 of additional capital available to be invested on the terms of the Last Out Term Loans, and
- (iii) subject to funding of the incremental \$5,700 PIK Term Loans, an additional term loan of \$3,000 from the lender, guaranteed by a shareholder of the Parent (the "Fourth Amendment Delayed Draw Term Loan"). The \$5,700 PIK Term Loan was subject to mandatory funding based on a newly established liquidity covenant and was funded in full in 2021.

As consideration for the Fourth Amendment Delayed Draw Term Loan, the Company agreed to a fee of 2% of the aggregate principal amount of the Fourth Amendment Delayed Draw Term Loan, which was taken in the form of an original issue discount, a fee of 1% of the aggregate principal amount of commitments

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and outstanding loans, excluding the Revolving Credit Commitments and Fourth Amendment

Last Out Term Loan Commitment.

- (i) This fee is fully earned on the effective date of the Fourth Amendment,
- (ii) This fee is due and payable in full upon the earlier of:
 - a. the occurrence of a change in control event meeting certain aggregate return conditions,
 - b. any voluntary repayment by the credit parties of the outstanding principal balance of all loans pursuant to the Credit Agreement, or,
 - c. any mandatory repayment by the credit parties of the outstanding principal balance of all loans.

Additional fees, up to a maximum of \$8,000, less any amounts paid pursuant to the fees noted above, are due and payable, contingent upon the occurrence of a change in control event in which certain additional returns on investments by a shareholder of the Parent are recognized.

On June 24, 2021, the Company entered into a fifth amendment to the Credit Agreement. Included in the Fifth Amendment, among other things:

- (i) the lender accepted the resignation as revolver agent from another lender and became the Successor Agent,
- (ii) provided an additional \$24,452 of borrowings under the Company's revolving credit commitment to be held in a restricted cash account to secure the Company's letter of credit obligations,
- (iii) added an Interest Shortfall fee calculated at a specified margin times the percentage of term loan lenders that are also not revolving loan lenders through January 31, 2022.

The Credit Agreement and related amendments include certain covenants which, among other provisions, require the Company to maintain certain quarterly financial covenants, require mandatory repayments of principal using a portion of excess cash flow, as defined, and limit additional indebtedness, annual distributions, management fees and capital expenditures. As of December 31, 2021, the Company was not in compliance with its financial covenants under the agreement. Specifically, as of December 31, 2021, the Company (i) had \$25,721 of cash on hand, \$24,452 of which was restricted to collateralize its outstanding letters of credit; (ii) had outstanding borrowings under its revolver of \$39,652 including the \$24,452 used for restricted cash collateral associated with its outstanding letters of credit; and (iii) had no availability under the revolving commitment at December 31, 2021.

On January 27, 2022, the Company entered into a Sixth Amendment to the Credit Agreement, which, among other things:

- (i) provided a limited waiver of certain compliance provisions with respect to the measurement period ended December 31, 2021,
- (ii) allowed the Company to establish a Supplemental Last Out Term Loan of up to \$11,500, \$6,500 of which was funded on the effective date of the Sixth Amendment, and
- (iii) extended the Interest Shortfall fee through December 30, 2022.

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On February 2, 2022, the Company entered into a Seventh Amendment to the Credit Agreement, which, among other things:

- (i) allowed for indebtedness of up to \$180,000 between the Company and Atlantic Park Strategic Capital Fund, L.P. ("Atlantic Park"), subject to a second lien intercreditor agreement and requiring certain, specified terms and conditions, in order to be executed in concurrence with the closing date of the impending acquisition of Inliner (see Second Lien Term Loan below),
- (ii) required an eighth amendment to be executed in the event the pending acquisition did not take place, and
- (iii) required an Intercreditor Agreement be drafted and approved by the lender to be executed upon the closing of the acquisition.

On March 16, 2022, the Company entered into an Eighth Amendment to the Credit Agreement. The Eighth Amendment, among other things:

- (i) provided certain concessions in order to accommodate the Company's acquisition of Inliner (including, but not limited to, reinstating full cash-pay interest expense and term loan amortization on its first lien debt facility and incorporating modified net leverage, liquidity, and capital expenditures covenants),
- (ii) modified the first lien credit facility benchmark rate from LIBOR to Secured Overnight Financing Rate ("SOFR"),
- (iii) terminated certain guarantees and agreements under prior credit agreement amendments,
- (iv) terminated and converted the Last Out Term Loans into equity contributions,
- (v) extended certain reporting deadlines for an interim period to enable the Company sufficient time to provide consolidated financial information pursuant to lender reporting requirements, and
- (vi) extended the Maturity Date to March 16, 2026.

On June 28, 2024, as part of Project Renewal, the first lien term debt and revolving facility were paid in full and extinguished.

Deferred financing costs totaled \$11,683 as of December 31, 2023. Amortization expense, recorded as interest expense for 2024 and 2023, was \$944 and \$2,297, respectively. The interest rate in effect as of December 31, 2023 was 11.54%.

Second Lien Term Loan

As allowed by the Seventh Amendment to the Credit Agreement, the Company and Atlantic Park entered into a Second Lien Credit Agreement. Atlantic Park funded its \$180,000 second lien term loan, net of a \$5,400 original issue discount, on the closing date of the Inliner acquisition. Amortization of the original issue discount, reflected in interest expense on the statements of operations, was \$990 and \$1,080 for 2024 and 2023, respectively. As part of the transaction, Atlantic Park was also issued \$5,000 in equity. The loan earns PIK interest of SOFR + 11.00% for the first two years, and cash interest of SOFR + 9.00% thereafter. The second lien term loan matures on March 16, 2027.

As noted above in discussion of Project Renewal, on June 28, 2024, the second lien term debt was paid in full and extinguished. As part of the extinguishment, the Company incurred a prepayment fee of \$21,113 that was paid at the closing of Project Renewal. This fee is reflected in loss on debt extinguishment on the consolidated statements of operations.

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Sale and Leaseback Financing Obligations

In August 2022, the Company completed a sale and leaseback financing transaction with IPR Paoli (Multi) LLC ("Paoli") for four (4) real estate properties owned by the Company. Proceeds, before transaction related cost, were approximately \$21,340.

In connection with the transaction, the Company entered into a master lease agreement with Paoli to lease the properties for an initial term of 25 years; however, the Company may extend the lease for the properties for four (4) successive periods of five (5) years each.

Annual payments for the properties are equal to \$1,463 (the "Base Annual Rent"), payable in advance quarterly, on April 1st, July 1st, October 1st, and January 1st. On each anniversary date, the Base Annual Rent will increase by an amount equal to 2.5%. If the Company exercises its right to renew during any of the four (4) renewal terms, the annual payment for the properties shall be the greater of fair market rental value and the basic rent, as defined in the lease.

The effective interest rate was approximately 7.5% for 2024 and 2023. Deferred financing fees of \$439 were incurred related to the sale and leaseback of the properties and are being amortized over the initial term of the lease of 25 years.

Based on certain criteria in accordance with GAAP, the transaction was accounted for as a failed sale leaseback. As a result, the properties remain on the consolidated balance sheets at their historical net book value and are depreciated over the remaining term of the master lease. A financing obligation liability was recognized in the amount of the net proceeds received. The Company recognizes monthly rent payments under the master lease agreement as interest expense and a reduction of the outstanding liability.

Note 9: Leases

The Company leases various types of equipment, including transportation and production equipment, as well as the Company's headquarters and various facilities under noncancellable leases. The leases typically range in duration from 1 to 11 years and, in most instances, provide for renewal options, which is at the Company's discretion to exercise. Leases on the Company's headquarters and other facilities provide for increases in lease payments based on escalations as described in the corresponding leases and require the Company to be in compliance with various restrictive covenants, as discussed in each lease, which are standard and customary.

The Company determines whether an arrangement is a lease at the inception of the arrangement based on the terms and conditions in the contract. A contract contains a lease if there is an identified asset which the Company has the right to control. Right-of-use ("ROU") assets are presented separately on the consolidated balance sheets with the corresponding lease liabilities, separated between current portion and non-current portion, on the consolidated balance sheets.

Operating lease ROU assets and liabilities are recognized at the commencement date based on the present value of lease payments over the lease term. The Company uses the risk-free rate at the commencement date in determining the present value of lease payments unless a rate is implicit in the lease. Leases with an initial term of 12 months or less, including anticipated renewals, are not recorded on the consolidated balance sheets.

Lease expense for short-term rentals is recognized on a straight-line basis over the lease term. For finance leases, interest expense is recognized on the lease liability and the ROU asset is amortized over the lease term.

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Lease assets and liabilities recorded on the consolidated balance sheets are as follows:

		As of December 31, 2024	As of December 31, 2023
ASSETS			
Operating	Operating leases right of use assets	\$ 9,326	\$ 10,253
Finance	Property and equipment, net	12,309	6,452
Total Lease Assets		\$ 21,635	\$ 16,705
LIABILITIES			
Current:			
Operating	Current portion of operating leases	\$ (2,322)	\$ (3,417)
Finance	Current portion of finance leases	(4,530)	(2,083)
Noncurrent:			
Operating	Noncurrent portion of operating leases	(7,144)	(7,175)
Finance	Noncurrent portion of finance leases	(7,391)	(3,874)
Total Lease Liabilities		\$ (21,387)	\$ (16,549)

Lease costs for finance and operating leases are as follows:

		Year Ended December 31, 2024	Year Ended December 31, 2023
Amortization of lease assets	General and administrative expenses	\$ (3,749)	\$ (1,764)
Interest on lease liabilities	Interest expense	(336)	(135)
Operating lease costs	General and administrative expenses	(4,101)	(4,520)
Total Lease Costs		\$ (8,186)	\$ (6,419)

The future rental payments of the operating and finance lease obligations are as follows:

	Finance	Operating	Total
2025	\$ 5,053	\$ 2,835	\$ 7,888
2026	3,824	1,875	5,699
2027	2,561	1,423	3,984
2028	930	1,265	2,195
2029	551	1,157	1,708
Thereafter	-	3,012	3,012
Total lease payments	12,919	11,567	24,486
Less: Amount representing interest	(998)	(2,101)	(3,099)
Present value of minimum payments	\$ 11,921	\$ 9,466	\$ 21,387

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The following table summarizes the Company's lease term and discount rate assumptions as of December 31, 2024 and December 31, 2023:

Weighted-average remaining lease terms in years	December 31, 2024	December 31, 2023
Operating leases	5.9	5.7
Finance leases	3.0	3.0
Weighted-average discount rate		
Operating leases	4.0%	3.2%
Finance leases	4.0%	3.3%

Note 10: Income Taxes

Under the liability method, a deferred tax asset or liability is measured based on the difference between the consolidated financial statements and tax basis of assets and liabilities, as measured by the enacted tax rates. Income tax expense (benefit) shown in the accompanying consolidated statement of operations is comprised of the following:

	Year Ended December 31.	
	2024	2023
Current:		
Federal	\$ 364	\$ 555
State	185	361
Foreign	123	406
Total current	\$ 672	\$ 1,322
Deferred:		
Federal	\$ (348)	\$ (670)
State	-	-
Foreign	(22)	(50)
Total deferred	\$ (370)	\$ (720)
Total income tax expense	\$ 302	\$ 602

Income tax expense differs from that based on the federal statutory rate primarily due to valuation allowance movement and permanent differences.

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The Company's deferred income tax assets (liabilities) are as follows:

	Year Ended December 31,	
	2024	2023
Deferred tax asset:		
Goodwill and intangible assets	\$ 16,430	\$ 11,686
Accrued expenses and reserves	3,223	3,983
Section 163(j) limitation	46,295	28,596
Loss carryforwards	33,483	37,240
Lease liability	2,559	2,836
SLB liability	4,761	5,108
Other deferred tax assets	786	3,353
Total gross non-current deferred tax asset	\$ 107,537	\$ 92,802
Valuation Allowance	(93,960)	(76,553)
Net non-current deferred tax assets	\$ 13,577	\$ 16,249
Deferred tax liability:		
Fixed assets	\$ (10,700)	\$ (12,833)
Other deferred tax liabilities	(1,152)	(1,780)
ROU asset	(2,326)	(2,632)
Deferred tax liabilities	\$ (14,178)	\$ (17,245)
Net deferred tax liability	\$ (601)	\$ (996)

The Company has federal net operating loss carryforwards of approximately \$144,583 and \$152,500 as of December 31, 2024, and December 31, 2023, respectively, which can be carried forward indefinitely to offset 80% of future taxable income. These net operating loss carryforwards will not expire. The Company has state net operating loss carryforwards of approximately \$153,200 and \$161,700 as of December 31, 2024, and December 31, 2023, respectively, that have various expiration dates with the earliest beginning in 2024.

In assessing the reliability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. After consideration of all evidence, both positive and negative, management has determined that it is not more likely than not the Company will realize the benefits of the deferred tax assets and therefore a valuation allowance has been recorded.

Note 11: Self-Insurance Reserves

The Company maintains reserves for workers' compensation, automotive liability and general liability claims on the Consolidated Balance Sheet based on judgments and estimates, and also maintains insurance for certain levels of exposure from these claims. The insurance policies carry self-insured retention limits or deductibles on a per occurrence basis. For workers' compensation and general liability, the Company's deductible claim limit is \$250. For the automobile liability, the Company's deductible claim limit is \$150. For environmental liability, the Company's self-insured claim limit is \$100. The retention limits on

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deductibles are accounted for in the accrual provision for all workers' compensation, vehicular liability, and general liability claims. As of December 31, 2024, and December 31, 2023, the Company recorded approximately \$6,900 and \$5,800, respectively, in self-insurance reserves related to workers' compensation, vehicular liabilities, environmental, and general liability claims. Management believes that the recorded liability is appropriate and reasonable based on the known facts and circumstances and does not expect losses materially in excess of the amounts accrued against existing claims.

Note 12: Unit-Based Compensation

The Company recognizes unit-based compensation expense in accordance with ASC Topic 718 for all unit-based payments for those shares expected to vest. Unit-based compensation expense is recognized for all unit-based payments over the estimated term of the vesting or service period.

The Company established a management incentive program ("the Plan") that grants Class C Management Incentive Units ("Class C Restricted Units") of the Parent to selected individuals. The Class C Restricted Units vested semi-annually over a 48-month period from the effective date of the grant.

During 2022, the Company replaced all the Class C Restricted Units with new Class D Management Incentive Units ("Class D Restricted Units") and Class E Management Incentive Units ("Class E Restricted Units") of the Parent to selected individuals. The vesting schedule of Class D Restricted Units awarded as replacements for Class C Restricted Units varies by participant, based upon the vesting of the participant's replaced Class C Restricted Units. Newly awarded Class D Restricted Units vest 75% over six (6) quarters with the remaining 25% on a change of control event. The Class E Restricted Units vest upon a change of control event.

As a result of Project Renewal (see Note 8 for further information), previously granted Class D Restricted Units and Class E Restricted Units became fully vested. The proceeds of these fully vested units were

either rolled as Class A Preferred and Class B Common equity in the Parent and in some instances partially paid in cash.

Subsequent to Project Renewal, a new management incentive plan was established ("Post-Renewal Plan") that granted New Class C Management Incentive Units ("New Class C Restricted Units") and New Class D Management Incentive Units ("New Class D Restricted Units"). Both classes of units vest 75% over six (6) quarters with the remaining 25% on a change of control event.

The weighted average grant-date fair value of each Restricted Unit award is estimated on the date of grant using an option pricing model. Determination of the fair value is a matter of judgment and often involves the use of significant estimates and assumptions. The Company's accounting policy is to recognize forfeitures as they occur. Restricted units are eligible to receive a percentage of distributions, as specified in the grant, subject to adjustments pursuant to the terms of the LLC agreement once the aggregate amount of distributions made to other members (Class A preferred and Class B common unit holders) exceed a distribution threshold, as determined when each tranche of units is granted. The vesting of Restricted Units can be accelerated upon certain triggering events and are subject to forfeiture or repurchase provisions upon the occurrence of certain other events.

Compensation expense related to unit-based compensation totaled \$78 and \$1,254 for the years ended December 31, 2024 and December 31, 2023, respectively. As of December 31, 2024, and December 31, 2023, unrecognized compensation expense related to these awards totaled \$544 and \$4,727, respectively.

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The following table represents key assumptions used in determining the fair value of restricted unit awards:

	Year Ended December 31,	
	2024	2023
Weighted average cost of capital	12.10%	10.80%
Expected term	3.0 years	2.0 years
Risk-free rate	4.89%	3.85%
Tax rate	26.00%	26.00%

Unit-based compensation transactions are summarized below:

Year Ended December 31, 2024 - Post-Renewal					
	Class C		Class D		
	Units	Weighted Avg Fair Value	Units	Weighted Avg Fair Value	
Units, beginning of year	-	\$ -	-	\$ -	-
Changes during the year:					
Granted	6,538	622.18	6,500	-	-
Redeemed	-	-	-	-	-
Forfeited	-	-	-	-	-
Units, end of year	6,538	\$ 622	6,500	\$ -	-

Year Ended December 31, 2024 - Pre-Renewal						
	Class C		Class D		Class E	
	Units	Weighted Avg Fair Value	Units	Weighted Avg Fair Value	Units	Weighted Avg Fair Value
Units, beginning of year	-	\$ -	1,083	\$ 4,270	825	\$ 1,648
Changes during the year:						
Granted	-	-	-	-	-	-
Redeemed	-	-	(1,083)	(4,270)	(825)	(1,648)
Forfeited	-	-	-	-	-	-
Units, end of year	-	\$ -	-	\$ -	-	\$ -

Year Ended December 31, 2023						
	Class C		Class D		Class E	
	Units	Weighted Avg Fair Value	Units	Weighted Avg Fair Value	Units	Weighted Avg Fair Value
Units, beginning of year	-	\$ -	998	\$ 4,166	780	\$ 1,639
Changes during the year:						
Granted	-	-	180	4,791	45	1,803
Redeemed	-	-	(45)	4,166	-	-
Forfeited	-	-	(50)	4,166	-	-
Units, end of year	-	\$ -	1,083	\$ 4,270	825	\$ 1,648

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Note 13: Employee Benefit and Retirement Plans

All employees are covered by a 401(k) plan sponsored by the Company. Employees may contribute up to the maximum legal limit of their eligible compensation. The Company's contributions are discretionary and determined annually by the board of directors. Under the 401(k) plan, the Company can elect to match an employee's contributions at a rate of fifty percent (50%) up to the first five percent (5%) of employee contributions. For the years ended December 31, 2024, and December 31, 2023, the Company made matching contributions of \$1,344 and \$1,167, respectively.

The Company also contributes a de minimis amount to a collective bargaining agreement with a union, which expired on September 30, 2020. Until the new bargaining agreement can be reached, the Company continues to fund under the expired agreement of contributing annually based on hours worked, up to one to two percent (2%) of gross annual earnings, under the retirement savings plan.

Note 14: Related Party Transactions

The Company entered into a management contract with a shareholder of the Parent. The contract calls for the Company to pay a quarterly service fee of \$250 as well as certain reimbursable expenses. The Company incurred management fee and expenses of \$1,248 and \$1,325 to the shareholder during the years ended December 31, 2024 and December 31, 2023, respectively.

Additionally, the Company is currently in year four (4) of a ten-year facility lease owned by a minority shareholder of the Parent. Total lease expense for the facility for the years ended December 31, 2024, and December 31, 2023, was \$397 and \$206, respectively. The Company also has a lease with the former owner of D&D, acquired in March 2023. Total lease expense for the facility for the years ended December 31, 2024 and December 31, 2023 was \$34 and \$20, respectively. See Footnote 16 – Acquisitions, for further details.

As discussed in Note 8 – Debt, the Company entered into a Second Lien Term Loan with Atlantic Park in 2022. As compensation, the amendment included an equity contribution between Atlantic Park and the Company. Atlantic Park funded its \$180,000 second lien term loan which earns PIK interest of SOFR + 11.00% for the first two (2) years, and cash interest of SOFR + 9.00% thereafter. The Second Lien Term Loan matures March 16, 2027. As discussed in Note 8, effective June 2024 as part of Project Renewal, the Second Lien Term Loan was repaid in full and extinguished. Upon extinguishment of the Second Lien Term Loan, a prepayment fee of \$21,113 was paid to Atlantic Park. Additionally, as part of Project Renewal, an affiliate of Atlantic Park participated as a lender in the syndicate of the Renewal First Lien Term Loan. At closing of Project Renewal, the Company paid affiliates of Atlantic Park commitment, closing and incentive fees of \$4,585.

Note 15: Legal Matters

The Company is exposed to legal claims encountered in the normal course of business. The Company has accrued reserves for estimated contingent liabilities and believes that the ultimate resolution of these matters will not have a material adverse effect on the Company's financial position or results of operations.

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Note 16: Acquisitions

D&D Acquisition

On March 24, 2023, the Company completed the acquisition of select assets of D&D for approximately \$3,000, with a future earn-out potential not-to-exceed \$5,000 based upon the achievement of certain EBITDA targets over the next four years. The Company funded the purchase with cash on hand. D&D provides specialized underground infrastructure installation and repair solutions.

For the acquisition, the Company has applied the acquisition method of accounting in accordance with Topic 805, with respect to the identifiable assets and liabilities acquired, which have been measured at estimated fair value as of the date of the business combination. These fair value estimates represent management's best estimate of future cash flows, discount rates, competitive trends, market comparables, and other factors. Inputs used were generally determined from historical data supplemented by current and anticipated market conditions and growth rates. The excess of the consideration transferred over the fair value of the identifiable assets, net of liabilities, was recorded as goodwill, which is indicative primarily of customer relationships and assembled workforce acquired from D&D. The Company expects most of this

goodwill to be deductible for tax purposes.

The purchase consideration and preliminary estimated fair value of D&D's net assets and liabilities acquired are shown below:

	Acquisition Date Fair Value
Fixed Assets	\$ 676
Backlog	1,194
Goodwill	2,588
Total assets acquired	4,458
Earnout Liability	(1,398)
Warranty Reserve	(60)
Total liabilities acquired	(1,458)
Net assets acquired	\$ 3,000

The Company incurred approximately \$615 of direct acquisition-related expenses, which were recognized in the general and administrative expense line item of the consolidated statement of operations. The acquisition arrangement included an earn-out with a potential payout ranging from \$0 to \$5,000 based on the achievement of EBITDA targets over either a four-year period or at the point of a change in control event. The estimated fair value of the earn-out as of the acquisition date was approximately \$1,398. The fair value of the earn-out for the years ended December 31, 2024, and December 31, 2023, was \$2,441 and \$1,775 respectively and was included in Other non-current liabilities on the consolidated balance sheets.

Note 17: Subsequent Events

In accordance with FASB ASC Topic 855, *Subsequent Events*, the Company has evaluated for subsequent events between the balance sheet date of December 31, 2024, and the report date, the date the consolidated financial statements were available for issuance and has concluded that all subsequent events requiring recognition or disclosure have been incorporated into these consolidated financial statements.

See accompanying notes to the consolidated financial statements

IPR AcquisitionCo, Inc. and Subsidiaries

On February 20, 2025, the Company completed the acquisition of Insight Pipe Contracting, LLC, IPC Services, LLC and IPC Management, Inc. (collectively, “Creekside”) for a cumulative purchase price of \$63,500. Creekside is a PA-based provider of CIPP installation, cleaning, CCTV inspections, and ancillary services to municipal and industrial customers across the Mid-Atlantic and Midwest regions of the United States.

The Company paid for the acquisition through a combination of cash and stock. It funded the acquisition procedures through an amendment to the Renewal Credit Agreement (“First Amendment and Incremental Facility Amendment” whereby the Company borrowed an additional \$65,000, before giving effect to OID and transaction fees, increased the borrowing capacity of the First-Out Revolving Facility to \$45,000 and reduced the First-Out LC Facility to \$20,000.

See accompanying notes to the consolidated financial statements

Equipment List

Asset ID	Description	Asset Class	Serial Number
170062	Air Compressor, XAS 185 JD	AIRCOMP	
170063	Fusion Machine No 28 A860701	MISCSMEQ	C70747
170064	Pit Bull No 14	MISCSMEQ	C71748
170065	Pit Bull No 14	MISCSMEQ	C711301
170066	Pit Bull No 28 AT805506	MISCSMEQ	c70840
170067	Fusion Machine No 28	MISCSMEQ	C23542
170068	Pit Bull No 26	MISCSMEQ	C40155
170069	Pit Bull 26 708502	MISCSMEQ	C71632
170070	TracStar T500 Fusion Machine AT2034201	MISCSMEQ	C47198
170072	CAT Skid Steer 272D2	MISCSMEQ	BL200873
170073	Bobcat Skid Steer S850 T4	MISCSMEQ	B47711173
170074	Bobcat	MISCSMEQ	CAT0272DKBL200963
170076	McElroy 4842401 - 54" Low Rollers	MISCSMEQ	
170077	2017 Cat Hydraulic Excavator	EXCAVATOR	CAT0325FVXAA10197
170078	250 in hole Dyna MC 250	MISCSMEQ	C50143
170079	8 Trench Boxes and a Spreader	MISCSMEQ	
170080	T87 Pipebuster Pulling Unit #2	MISCSMEQ	
170081	Excavator Yanmar Vio55	EXCAVATOR	AF360
170082	Yanmar Exc (3)	EXCAVATOR	
170083	Skid Steer Bobcat S850	MISCSMEQ	12427
170084	Caterpillar 272D2 Skid Steer Loader	MISCSMEQ	0PWR03933
170085	Yanmar Mini V1055 AF424 Excavator	EXCAVATOR	11457
170086	Yanmar Mini V1055 Excavator AF400	EXCAVATOR	11310
170087	Yanmar Mini SV100 Excavator	EXCAVATOR	AF414
170088	Okada OAC100 Compactor	MISCSMEQ	
170089	Okada Top55b Breaker	MISCSMEQ	
170090	Caterpillar 420F2 Backhoe 2549	EXCAVATOR	CAT0420FJHWD02549
170092	Scandinavian No Dig	MISCSMEQ	
170093	TT Tech Groundburst 2500	MISCSMEQ	
170094	CAT M318D #0445	MISCSMEQ	D8W00445
170095	CAT 924KQCCAB	MISCSMEQ	OPWR033933
170098	Yanmar SV100 Excavator	EXCAVATOR	AF 657
170099	Yanmar SV100	EXCAVATOR	AF787
170101	Yanmar VIO50 Excavator	EXCAVATOR	60716
170102	Scandinavian No Dig T87S-001	MISCSMEQ	T87S-001
170103	Bobcat S850	MISCSMEQ	B47711645
170104	Worldpoly	MISCSMEQ	

Equipment List

Asset ID	Description	Asset Class	Serial Number
170105	Skid Steer Buckets/Compressor/Saw Concrete	MISCSMEQ	
170106	Bobcat Skid Steer	MISCSMEQ	B47711807
170107	Bobcat TRENCH CLEANER Wheel Saw	MISCSMEQ	991901743
170108	Bobcat Trench Compactor	MISCSMEQ	223302058
170110	Yanmar VIO55-6A	EXCAVATOR	AG656
170111	Fusion Machine Inserts	MISCSMEQ	
170112	Imsco Fusion	MISCSMEQ	C02923
170113	Yanmar SV100 Excavator	EXCAVATOR	AG102 86589
170114	1250G Bursting Machine	MISCSMEQ	410032
170115	Plates	MISCSMEQ	
170116	Message Board	MISCSMEQ	5F12S1610E1003134
170117	Generator	MISCSMEQ	DCA-220SSJ
170118	Pipe Rollers	MISCSMEQ	
170119	Plates	MISCSMEQ	
170120	ISCO 1400 MM Insert Set	MISCSMEQ	
170122	Vermeer Yanmar Tracks	MISCSMEQ	
170125	TFTG Insert Set 1420MM	MISCSMEQ	
170127	P75 TT Tech	MISCSMEQ	
170128	Data Logger - Ferg	MISCSMEQ	
170129	Compression Fit Tool	MISCSMEQ	
170131	ISCO 42" Inserts	MISCSMEQ	
170132	Rangeline Flanges (Meant for Miami)	MISCSMEQ	
170164	2016 Ford F-550	MISCSMEQ	1FD0W5HT2GED31942
170165	Received in trade for asset # 16	MISCSMEQ	
170166	Black Tool Trailer	TRAILERS	53BCTEA20FU013271
170167	2017 Ford F-450	MISCSMEQ	1FD0W4HT7HEC47689
170168	Received in trade for asset # 13	MISCSMEQ	
170169	2018 Isuzu NQR Crew	MISCSMEQ	JALE5J166J7901400
170170	2017 Ford F-450 Flatbed	MISCSMEQ	1FD0W4HTXHEE42301
170171	Received in trade for asset # 21	MISCSMEQ	
170172	2017 Ford F450 Super Duty	MISCSMEQ	1FD0W4HT3HED53766
170173	2017 Ford Super Duty	MISCSMEQ	1FD0W4HT0HED46208
170174	Received in trade for asset # 19	MISCSMEQ	
170175	Adj basis asset #125	MISCSMEQ	
170176	2018 Isuzu NQR-HD Crew Cab Box Truck	MISCSMEQ	JALE5J168J7900751
170177	40' Big Tex Trailer	TRAILERS	16VGX3521F6020998
170179	All Pro Trailers	TRAILERS	
170180	Toyota Tacoma Vin # 126444	MISCSMEQ	5TFRX5GN3JX126444

Murphy Pipeline Contractors, LLC

Equipment List

Asset ID	Description	Asset Class	Serial Number
170181	Toyota Tacoma	MISCSMEQ	5TFRX5GN4JX115825
170182	2018 Ford Escape	MISCSMEQ	1FMCU0F73JUB67867
170183	2018 Ford F 550	MISCSMEQ	1FDUF5HTXJDA02923
170184	2018 Ford Explorer	MISCSMEQ	1FM5K8F8XJGB75307
170185	2018 Ford F750	MISCSMEQ	1FDWF7DX3JDF03567
170186	2019 Ford F150	MISCSMEQ	1FTEW1E57KFC02932
170187	2019 Ford F150	MISCSMEQ	1FTEW1E50KFB58854
170188	ATL XAS185 JD RSC	MISCSMEQ	DR042168
170189	2019 Ford F550	MISCSMEQ	1FD0W5HT9KEG54345
170190	2019 Ford F550	MISCSMEQ	1FD0W5HT3KEG58746
170191	2019 Isuzu Box Truck	MISCSMEQ	54DC4J1B8KS811572
170192	RV Purchase	MISCSMEQ	
170193	2020 Jeep Cherokee	MISCSMEQ	
170194	2020 Ford F550	MISCSMEQ	1FD0W5HT2LED41848
170195	2019 Ford F750	MISCSMEQ	1FDXF7DC2KDF14739
170197	Container Co - Connex	TRAILERS	
170198	2022 INTL TK	MISCSMEQ	1HTKTSWM3NH414164
170199	2022 INTL TK Flatbed	MISCSMEQ	1HTKTSWM5NH858758
170201	2015 Freightliner Camel Unit 1777 -	MISCSMEQ	1FVHG5CY4FHGH8857
170205	2015 DODGE 5500 RAM TRK (3RAQ) #3020	MISCSMEQ	
170207	GMC UTILITY TRU	MISCSMEQ	1GD01ZCG3DF158017
170208	2017 Dodge Ram 5500 -	MISCSMEQ	3C7WRNFL7HG541331
170210	2012 GMC Sierra	MISCSMEQ	1GT22ZC88CZ291890
170212	Air Condition Repair - 170562	MISCSMEQ	
170214	2023 International WhiteTruck	MISCSMEQ	1HTKTSWM6NH564284
170215	VM4530 YANMAR SV100 Excavator	EXCAVATOR	AJ340
170216	VM4531 YANMAR SV100 Excavator	EXCAVATOR	AG371
170247	Winch pkg/10 Ton Complete	MISCSMEQ	MPC187
170251	TR3100 wheeled crawler/tractor	MISCSMEQ	
170254	Vactor Rebuild: 2014 Super Products Vac Truck	MISCSMEQ	
170259	VM4510 YANMAR VIO55-6A Excavator	EXCAVATOR	AF803
170260	VN1468 YANMAR VIO55-6A Excavator	EXCAVATOR	YMRVIO55VNAJAK676
170261	VN1469 YANMAR VIO55-6A Excavator	EXCAVATOR	YMRVIO55LNAJAK673

Asset ID	Description	Asset Class	Serial Number
170262	VN1686 YANMAR VIO55-6A Excavator	EXCAVATOR	YMRVIO55HNAJAK593
170263	YANMAR VIO55-6A Excavator	EXCAVATOR	YMRVIO55LNAJAK687
170264	VN1688 YANMAR VIO55-6A Excavator	EXCAVATOR	YMRVIO55CGAJ61015
170265	KB RTVX1140WL-A Utility Vehicle	MISCSMEQ	
170266	(4) Fleco Bucket Excavator Heavy Duty 24"	MISCSMEQ	
170267	(4) Fleco Bucket Excavator Heavy Duty 12"	MISCSMEQ	
170268	24" Innovex 630mm Pipe Pusher	MISCSMEQ	
170269	(150) 2' Drill Rod, JT920 Thread; (3) Portable 2' Rod Rack	MISCSMEQ	
170270	(1) T87 Hydro Static Pipeburster Machine; (1) T87 Hydro Static Power Pack	MISCSMEQ	
170271	(1) T247E Electro Static Pipeburster; (1) T247E Electro Static Power Pack	MISCSMEQ	
170272	2022 Ford F-350 Flat Bed	MISCSMEQ	
170273	T87 Hydro Static Pipeburster equipment: 60 mm. x 0.75 meter steel rods	MISCSMEQ	
170274	2023 Isuzu NPR Truck	MISCSMEQ	
170275	2023 40k Extreme Duty Low Profile Gooseneck Trailer	MISCSMEQ	
170276	(20) 60" Pipe Roller	MISCSMEQ	
170277	Pit Shot Directional Drill; Mud Mixer; Mag 3 Receiver Locator; 50) 2' Drill Rods	MISCSMEQ	
170278	(1) Hydraulic Hammer; (1) Plate Compactor	MISCSMEQ	
170279	2010 International Durastar 4300 Diesel Crane Propane & LP Gas Service Truck	MISCSMEQ	
170280	VM4533 Yanmar SV100 Excavator	EXCAVATOR	YMRSV100JPAJAJ140
170281	Line Stop Equipment Kit	MISCSMEQ	
170282	VM3925 Yanmar VIO50-6AB Excavator	EXCAVATOR	YMRVIO50EPAJ62354

Murphy Pipeline Contractors, LLC

Equipment List

Asset ID	Description	Asset Class	Serial Number
170283	VN1684 Yanmar VIO50-6AB Excavator	EXCAVATOR	YMRVIO50TPAJ62297
170284	VN1683 Yanmar VIO50-6A Excavator	EXCAVATOR	YMRVIO50PNAJ62184
170285	VN2405 Yanmar VIO55-6A Excavator	EXCAVATOR	YMRVIO55VNAJAK600
170286	VN2407 Yanmar VIO55-6A Excavator	EXCAVATOR	YMRVIO55PNAJAK591
170287	VN2409 Yanmar VIO55-6A Excavator	EXCAVATOR	YMRVIO55PNAJAK607
170288	VN2411 Yanmar VIO55-6A Excavator	EXCAVATOR	60943
170289	VN1227 YanmaR SV100 Excavator	EXCAVATOR	YMRSV100LPAJAJ202
170290	Fusioin Machine	MISCSMEQ	1902183964
170291	2022 Bobcat s770	MISCSMEQ	AT5A17455
170292	Used 42" TDW Pitbull	MISCSMEQ	
170293	VN1618 YanmaR SV100 Excavator	EXCAVATOR	
170294	(1) Plate Compactor	MISCSMEQ	
170295	T87 Hydro Static Pipeburster equipment: 60 mm. x 0.75 meter steel rods	MISCSMEQ	
170296	1993 Used Generator	MISCSMEQ	4RG01893
170297	2022 Ram 3500 PickUp Truck	MISCSMEQ	
170298	Kubota Excavator KX0574R1A	EXCAVATOR	JKUK0574COIH26846
170299	Rear End Replacement and Repair - 170550	MISCSMEQ	
170300	Fuel Solenoid Kit, Service, and DOT Requirements - VIN #1HSHGAER6TH238962	MISCSMEQ	
170310	Pumps(2)	MISCSMEQ	
170505	#50 - Romac Tap Machine	MISCSMEQ	
170506	#26 - Cassone Truck	MISCTRUCK	
170507	Trench Box	MISCSMEQ	
170508	#36 - Trailer	TRAILERS	4P5F82023H1264678
170509	#47 - Vac system	MISCSMEQ	
170510	#10 Trac Star High Force Unit	MISCSMEQ	C71598
170511	Steel Plates	MISCSMEQ	
170512	#75 - Kenworth T800	RDTRACTOR	
170513	#75A - CORAS Trailer	TRAILERS	
170514	#75B - 750 Paint Talbert Low Boy	TRAILERS	

Murphy Pipeline Contractors, LLC

Equipment List

Asset ID	Description	Asset Class	Serial Number
170515	#72 - Jt10 Jet Trac	MISCSMEQ	
170516	Digitrak F5	MISCSMEQ	
170517	#69 - Yanmar SV100-2A	MISCSMEQ	AG365
170518	#70 - Yanmar SV100	MISCSMEQ	AG465
170519	#79 - Doosan Compressor	AIRCOMP	
170520	#78 - Cat 257B MTL	MISCSMEQ	
170521	#77 - Cat 259D3 AQB	MISCSMEQ	
170522	#71 - Cat 315FLCR	MISCLGEQ	TDY13731
170523	#84 - Cat 930M Loader	MISCLGEQ	CAT0930MJF5K01307
170524	#51 - McElroy Fusion Machine	MISCSMEQ	434601ULVD95
170529	#31 - F350 Magnum Truck	PUTRUCK	1FDRF3GTXB03173
170531.0	#76 - Peterbuilt 348 (2021)	RDTRACTOR	2NP3XJ0X5MM743606
170532	#74 - GMC Dump Truck (2004)	MISCTRUCK	1GDT8C4C74F521890
170534	Ford F750 SD Water Truck)2006)	MISCTRUCK	3FRXF75T46V336746
170535	Chevy 2500HD (2012)	PUTRUCK	
170539	16 Ford F450 Flatbed TK	MISCTRUCK	1FD0W4HT7GEA60581
170546	07 Mack dump trk	MISCTRUCK	1M1AJ06Y37N007942
170548	Trailer	MISCSMEQ	ARKAVTL0830305523
180066	Loader Forks Inv #ES14677481	MISCLGEQ	
180126	Kraftsman 40' 20K Trailer	TRAILERS	5E7G44021RR006203
180128	Hydraulic Hammer	MISCSMEQ	H22100129B
180132	Aluminum Trench Box 10 x 8'	MISCSMEQ	
180133	Speed Shoring Jacks 55-88", Pumps, Fin Boards 8x4'	MISCSMEQ	
180134	36' Floor Saw W Blades (10)	MISCSMEQ	
180181	Datalogger 7	MISCSMEQ	505775
180196	2 x Hammerhead 3" Moles	MISCLGEQ	
180197	T900 Fusion IPS Inserts	MISCSMEQ	
180200	ViO55 Breaker (Okada Plate Compactor)	MISCSMEQ	B1801
180201	ViO55 Plate Compactor	MISCSMEQ	B22090460
180202	SV100 Plate Compactor	MISCSMEQ	B452
180203	SV100 Breaker	MISCSMEQ	X22070094
180208	Fusion DIPs FAB Set	MISCSMEQ	
180210	TT rods 09.27 (1500)	MISCLGEQ	
180212	Fusion Machine	MISCSMEQ	C156128
180213	Volvo L70H Wheel Loader Bucket+Forks	BACKHOE	CLG848HVPPL701896
180214	Excavator 922F	EXCAVATOR	CLG922FZCPE713052
180216	2023 John Deere 325G Skid Steer Loader Base w pallet fork	MISCSMEQ	1T0324GKCPJ451191

Murphy Pipeline Contractors, LLC

Equipment List

Asset ID	Description	Asset Class	Serial Number
180217	John Deere 324G Skid Steer Loader Base w pallet fork	MISCSMEQ	1T0324GKLPJ455124
180219	2024 Vermeer CS870GT-W Vac System	MISCSMEQ	1VRX030UAPF009813
180220	Vermeer D10x15 S3 Directional Drill	MISCLGEQ	610554
180221	10 Ton Trailer 10T142FCBW (Vermeer)	TRAILERS	7JEPJ1420RG000267
180236	T400E Electro Static pipeburster	MISCLGEQ	
180249	BUTT Fusion Machine	MISCSMEQ	A1248101
180250	T412 Trac Fusion Machine	MISCSMEQ	AT1223602
180252	Full Line Stop Equipment	MISCLGEQ	
180253	12" IPS DR 26 Black @2000LF	MISCLGEQ	
180254	24" DR 32.5 @ 3000LF	MISCLGEQ	
180255	14" IPS DR21 Black @3280LF	MISCLGEQ	
180256	16" DIPS DR26 Black @1500LF	MISCLGEQ	
180281	2017 Atlas Air Compressor XAS185 KD7	AIRCOMP	HOP055648
180323	2018 DX 140LC - US40 Excavator	EXCAVATOR	DHKCEBBRPH0001667
180326	Hydraulic/Generator Custom Built	MISCSMEQ	
180347	Winch Repair	MISCSMEQ	
180348	Oilgear and KTR bowex for 2008 RW40 Grundo	MISCSMEQ	
180349	Generator	GENERATOR	HRJ7-75-T6-SA-60HZ
180362	(1) Hydraulic Hammer	MISCSMEQ	H22100115B
180364	Winch Repair	MISCSMEQ	
180366	24 Big Tex 20' Trailer	TRAILERS	16V1C2527R3343516
180367	2023 Taurus Trailer	TRAILERS	5PTBF1826P1042589
180368	48" BGD-4 Bidirectional pig w/ urethane disc & (2) Brush Cleaning Pig	MISCSMEQ	
180450	John Deere 324g Skid Steer Loader	MISCSMEQ	1T0324GKVRJ470321
180451	22 DITCH WITCH DIRECTIONAL DRILL	MISCLGEQ	DWPJT5XXCN0000683
180452	7 TON TRAILER WITH TANK & Mounted Mix	TRAILERS	1BPC2FC21RM981024
180453	Subsite locating system	MISCSMEQ	
180455	24 BIG TEX EQUIP HAUL 20' TR	TRAILERS	16V1C2521R7351512
180456	24 BIG TEX EQUIP HAUL 20' TR	TRAILERS	16V1C2524R7319878
180459	Directional Drill (Roddie Pit Launcher)	MISCLGEQ	DD-1 135

Murphy Pipeline Contractors, LLC

Equipment List

Asset ID	Description	Asset Class	Serial Number
180476	24 Vermeer CV573GT VAC System TR	TRAILERS	7NWH16ASXRK050399
180513	JD 324G SKID STEER LOADER w Forks	MISCSMEQ	1T0324GKPRJ468739
180516	Pro-Link Edge Starter Kit	MISCSMEQ	
180517	Single Shore 88"	MISCSMEQ	
180518	Hammerhead 7" Pipe Bursting Hammer	MISCLGEQ	
180519	Hammerhead HG5 Winch Repair	MISCLGEQ	
180520	Hydraulic Cylinders (2500 Bursting Rig)	MISCSMEQ	
180521	Hydraulic Hammer	MISCSMEQ	22110522
180522	10" horizontal/vertical band saw	MISCSMEQ	
180523	New Kubota d722 Engine Assembly	EXCAVATOR	
180524	Fleco Bucket	LHIMPR	
180525	Lifting Device for TT Rigs (tool needed to lift rods in and out of holes)	MISCLGEQ	
180526	Upgrade to Scandinavian No Dig	MISCSMEQ	
180527	Water Line Locators x2	MISCSMEQ	23025070 & 23025074
180528	Datalogger 7 improvement	MISCSMEQ	504750 & 505762
180529	Plate Compactor	MISCSMEQ	B454
180530	8" ID Bead Removal Tool -23LA012	MISCSMEQ	BT3-08080323
180531	18" ID Bead removal tool - 23UT024	MISCSMEQ	BT3-18091823
180532	2" Stainless Steel Pillow Block Bearing Assemblies	MISCSMEQ	
180533	Engine Improvements	MISCSMEQ	
180534	Pipe cleaning equipment	MISCSMEQ	
180535	Replacement Transmision #36051	HEATERTRK	
180569	4" DR 17 Black	MISCLGEQ	
180570	4" Coil DR11 Blue Stripe	MISCLGEQ	
180571	6" IPS DR17 Black	MISCLGEQ	
180572	6" DR11 Blue	MISCLGEQ	
180573	8" DR11 Green	MISCLGEQ	
180574	10" DIPS JM EAGLE SDR11 Blue	MISCLGEQ	
180575	10" DR11 Blue	MISCLGEQ	

Asset ID	Description	Asset Class	Serial Number
180576	14" DR11 Green	MISCLGEQ	
180577	20" DIPS DR21 Green WL Plastic	MISCLGEQ	
180578	24" DR17 Green /Blk	MISCLGEQ	
180579	32" IPS DR26 Black	MISCLGEQ	
180580	32" DR15.5 Black	MISCLGEQ	
180581	36" DR13.5 Black	MISCLGEQ	
180582	Steel Casing Pipe 20" 1/4" wall (120LF)	MISCLGEQ	
180583	16" IPS DR 15.5 Blue	MISCLGEQ	
180584	12" DIPS DR9 Blue	MISCLGEQ	
180585	36" DIPS DR 32.5 Black	MISCLGEQ	
180586	Black 48" DR13.5 IPS	MISCLGEQ	
180587	18" IPS SDR17	MISCLGEQ	
180588	18" DIPS JM EAGLE DR11	MISCLGEQ	
180589	16" DIPS DR11 Unmarked Blue	MISCLGEQ	
180590	16" DIPS DR11 Unmarked Green	MISCLGEQ	
180591	10" DIPS DR11 Unmarked Green	MISCLGEQ	
180592	10" DIPS Red DR11	MISCLGEQ	
180593	Misc 6" DR11 DIPS PIPE Blue Stripe	MISCLGEQ	
180594	36" IPS SDR17 HDPE Black Pipe	MISCLGEQ	
180595	36" HDPE SDR 17	MISCLGEQ	
180596	48" DIPS DR 26 PR 4710 Pipe	MISCLGEQ	
180600	TT800 Bursting Rig, Hydraulic Cylinders , Carriage Assembly	MISCLGEQ	
180601	0.33 Meter Steel Rod	MISCSMEQ	
180602	Modular Aluminum Panel	MISCSMEQ	
180603	Fusion IPS Inserts & Dips	MISCSMEQ	
180604	T87 PipeBurster Accessories (0.75 m steel rod)	MISCSMEQ	
180605	CCTV Camera Refurbished	MISCSMEQ	
180606	GrundoBurst 800G Rig w 1250G Rods	MISCLGEQ	1921268
180607	Freight for TT Rods	MISCLGEQ	

Project Overview		Financials		Timeline		Performance		Risk Management		Compliance		Reporting		Approval	
Project ID	Project Name	Budget (USD)	Actual Cost (USD)	Start Date	End Date	Progress (%)	Quality Score	Risk Level	Mitigation Strategy	Regulatory Status	Audit Status	Report Frequency	Report Type	Approval Status	
P001	Project Alpha	100000	95000	2023-01-01	2023-06-30	85%	92%	Low	Regular Monitoring	Compliant	Audited	Quarterly	Financial	Approved	
P002	Project Beta	150000	140000	2023-02-15	2023-07-31	70%	88%	Medium	Proactive Mitigation	Compliant	Audited	Monthly	Operational	Approved	
P003	Project Gamma	200000	190000	2023-03-01	2023-08-31	60%	85%	High	Aggressive Mitigation	Compliant	Audited	Weekly	Strategic	Approved	
P004	Project Delta	250000	230000	2023-04-01	2023-09-30	50%	80%	Critical	Immediate Action	Compliant	Audited	Daily	Operational	Approved	
P005	Project Epsilon	300000	280000	2023-05-01	2023-10-31	40%	75%	Critical	Immediate Action	Compliant	Audited	Daily	Strategic	Approved	
P006	Project Zeta	350000	320000	2023-06-01	2023-11-30	30%	70%	Critical	Immediate Action	Compliant	Audited	Daily	Strategic	Approved	
P007	Project Eta	400000	370000	2023-07-01	2023-12-31	20%	65%	Critical	Immediate Action	Compliant	Audited	Daily	Strategic	Approved	
P008	Project Theta	450000	420000	2023-08-01	2024-01-31	10%	60%	Critical	Immediate Action	Compliant	Audited	Daily	Strategic	Approved	
P009	Project Iota	500000	470000	2023-09-01	2024-02-28	5%	55%	Critical	Immediate Action	Compliant	Audited	Daily	Strategic	Approved	
P010	Project Kappa	550000	520000	2023-10-01	2024-03-31	0%	50%	Critical	Immediate Action	Compliant	Audited	Daily	Strategic	Approved	

Project ID	Project Name	Location	Start Date	End Date	Status	Phase	Design	Construction	Commissioning	Handover	Final	Remarks
001	Project A	Location A	2023-01-01	2023-03-31	Completed	Design	Construction	Commissioning	Handover	Final	Remarks	
002	Project B	Location B	2023-04-01	2023-06-30	In Progress	Design	Construction	Commissioning	Handover	Final	Remarks	
003	Project C	Location C	2023-07-01	2023-09-30	On Hold	Design	Construction	Commissioning	Handover	Final	Remarks	
004	Project D	Location D	2023-10-01	2023-12-31	Planned	Design	Construction	Commissioning	Handover	Final	Remarks	
005	Project E	Location E	2024-01-01	2024-03-31	Completed	Design	Construction	Commissioning	Handover	Final	Remarks	
006	Project F	Location F	2024-04-01	2024-06-30	In Progress	Design	Construction	Commissioning	Handover	Final	Remarks	
007	Project G	Location G	2024-07-01	2024-09-30	On Hold	Design	Construction	Commissioning	Handover	Final	Remarks	
008	Project H	Location H	2024-10-01	2024-12-31	Planned	Design	Construction	Commissioning	Handover	Final	Remarks	
009	Project I	Location I	2025-01-01	2025-03-31	Completed	Design	Construction	Commissioning	Handover	Final	Remarks	
010	Project J	Location J	2025-04-01	2025-06-30	In Progress	Design	Construction	Commissioning	Handover	Final	Remarks	



Murphy Pipeline Contractors, LLC
Licenses & Prequalifications

Murphy Entry Name	Authority	State	Type of License	Qualifier	Bidding Limit	Work Class	Status	License #	Expiration Date
Murphy Pipeline Contractors, LLC	Iowa	IA	Contractor Registration				Active	C-147137	4/9/2025
Murphy Pipeline Contractors, LLC	Florida	FL	Certified Underground Utility & Excavation Contractor - TEMPORARY NONRENEWABLE CERTIFICATION	Benjamin Edmund Trapuzzano III			Active	N/A	4/10/2025
Murphy Pipeline Contractors, LLC	Maryland	MD	Business License - Construction firm				Active	16264480	4/30/2025
Murphy Pipeline Contractors, LLC	System for Award Management (SAM)		Vendor Registration				Active	Unique Entity ID: DF84JLDJQJ37 / CAGE: 1YNQ3	5/9/2025
Murphy Pipeline Contractors, LLC	Nebraska	NE	Contractor Registration				Active	44778-24	5/23/2025
Murphy Pipeline Contractors, LLC	Mississippi	MS	Contractor License	New Qualifier Pending		Underground Utilities	Active	25413-MC	7/12/2025
Murphy Pipeline Contractors, LLC	Connecticut DOAS	CT	Construction Contractor Prequalification			Sewer and Water Lines	Active	N/A	8/14/2025
Murphy Pipeline Contractors, LLC	Detroit, MI	MI	Office of the Treasury - Business Clearance Application				Active	N/A	8/26/2025
Murphy Pipeline Contractors, LLC	Utah	UT	Contractor License - Contractor with LRF	New Qualifier Pending		S410 - Boiler, Pipeline, Waste and Cond	Active	12466899-5501	11/30/2025
Murphy Pipeline Contractors, LLC	California	CA	Contractor License	Fill Borroni (RME)		A-General Engineering	Active	1113710	12/31/2025
Murphy Pipeline Contractors, LLC	Alaska	AK	Business License			23-Construction	Active	2202016	12/31/2025
Murphy Pipeline Contractors, LLC	Delaware	DE	Active Business License - Non-Resident Contractor				Active	2024707605	12/31/2025
Murphy Pipeline Contractors, LLC	North Dakota	ND	Contractor License		Unlimited	Class A	Active	00047923	3/1/2026
Murphy Pipeline Contractors, LLC	Louisiana	LA	Contractor Commercial License	Eric Haenlein		Highway, Street and Bridge Construction, Municipal and Public Works Construction	Active	62296	3/7/2026
Murphy Pipeline Contractors, LLC	Ohio	OH	Contractor Compliance Certification (Office of Diversity and Inclusion - OD)				Active	CC-048785	4/11/2026
Murphy Pipeline Contractors, LLC	Michigan DOT	MI	DOT - Prequalification		235688000	K	Active	7635	4/30/2026
Murphy Pipeline Contractors, LLC	District of Columbia	DC	Basic Business License - General Contractor's License				Active	410524000782	4/30/2026
Murphy Pipeline Contractors, LLC	Tennessee	TN	Contractor License	Jamie Annatt Ben Trapuzzano	Unlimited	MU-A, MU-C, MU-D	Active	81485	7/31/2026
Murphy Pipeline Contractors, LLC	Alaska	AK	Professional License			Construction Contractor: Specialty: Water and Sewer Contractor	Active	228053	9/30/2026
Murphy Pipeline Contractors, LLC	City of Baltimore, MD	MD	Prequalification		\$171,850,000.00	B-02551-Water Mains / B-02552 Sewer Construction	Active	11598	1/8/2027



Murphy Pipeline Contractors, LLC
Licenses & Prequalifications

Entity Name	Authority	State	Type of License	Qualifier	Rating Level	Work Class	Status	License #	Expiration Date
Murphy Pipeline Contractors, LLC	Rhode Island	RI	Underground Utility License	Jamie Amett		Underground Utility Contractor	Active	UU-44291	2/12/2027
Murphy Pipeline Contractors, LLC	Indiana DOA	IN	Prequalified Contractor			1623.03 & 1623.04	Active	N/A	3/4/2027
Murphy Pipeline Contractors, LLC	City of Baltimore, MD	MD	Affirmative Action Plan Affidavit & Work Force Analysis Report				Active	N/A	12/31/2027
Murphy Pipeline Contractors, LLC	Illinois	IL	Department of Human Rights Current, Eligible Bidder / Vendor				Active	12082	2/5/2030
Murphy Pipeline Contractors, LLC	Indiana DOA	IN	Bidder ID				Active	0000067290	DOES NOT EXPIRE



Murphy Pipeline Contractors, LLC
Licenses & Prequalifications

PURIS Entry Name	Authority	State	Type of License	Qualifies	Binding Limit	Work Class	Station	License #	Expiration Date
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Secretary's Certificate of
Murphy Pipeline Contractors, LLC
(The "Company")

The undersigned hereby certifies, on behalf of the Company, as follows:

- 1) He is the duly elected and qualified President and Chief Executive Officer:
- 2) The following individuals are the duly elected and qualified officers the company, (each an "Officer" and collectively the "Officers") elected by the Board of Directors of the Company of occupying the positions set forth next to their respective names below:

Michael Fegan – Chief Executive Officer
Richard Crow - President
Glenn M. Shor - Vice President and Assistant Secretary
Shaun Kologinczak - Chief Operating Officer
Robert Hille II – Chief Financial Officer and Secretary
Laurie Rainey - Treasurer
Thomas Gottsegen – Chief Legal Officer and Assistant Secretary

- 3) Each of the Officers is duly authorized, on behalf of the Company, to bid upon and enter into any competitive contract (each a "Bid" and collectively the "Bids") related to the Company's business, and is hereby authorized, on behalf of the Company, to execute and deliver any contracts, agreements or documents required in connection with any such Bid (such authority conferred on the Officers the Board of Directors of the Company effective February 20, 2025.)

A handwritten signature in cursive script, appearing to read 'Michael Fegan', is written over a horizontal line.

By: _____
Michael Fegan, Chief Executive Officer

Dated: February 20, 2025

Murphy Pipeline Contractors, LLC dba
D & D Water & Sewer
5700 Sheldon Road South
Canton, MI 48188

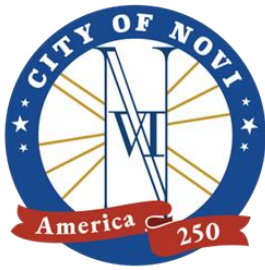
Quo de
1:37 pm

City of Novi, MI
Finance Department
45175 Ten Mile Road
Novi, MI 48375

Water Service Connections

Due:

Thursday, June 26, 2025 at 2:00 pm



CITY OF NOVI CITY COUNCIL JULY 13, 2026

SUBJECT: Approval of Resolution Declaring Necessity and Tentative Intent to Proceed with Project and Setting Public Hearing for Main Street Area Streetlighting and Streetscape (Resolution No. 2)

SUBMITTING DEPARTMENT: City Manager's Office

BACKGROUND INFORMATION:

City Council is aware of the conversations that the City Administration has been having with three property owners in the Main Street area who have a contractual obligation to maintain the streetlighting, streetscape, and amenities within the Main Street public road right-of-way. Those conversations began in 2025 and arose from the City's concern about the condition of the Main Street corridor. The cost of the improvements is substantial (approximately \$700K).

The discussions between the parties have included a concept under which the City would be paid back by the property owners through a Special Assessment District (SAD) over a period of 15 years with an anticipated interest rate of 4%. The City has discussed with the property owners the possibility of the City fronting the necessary funds (likely through the Corridor Improvement Authority) to replace the streetlighting and repair or rehabilitate the streetscape and amenities adjacent to the property owners' parcels as to which they bear the contractual obligation of maintenance.

A Special Assessment District takes five separate Resolutions to establish. On June 8, 2026, the Council adopted Resolution No. 1, by which the City directed that the preliminary plans be made more detailed and specific, with a more definitive cost estimate. That cost estimate information is attached. The Council is now being asked to consider adopting Resolution No. 2, in which—after reviewing the attached information—the Council tentatively indicates an intention to proceed and sets a public hearing.

If Resolution No. 2 is adopted, Resolution No. 3 would involve a determination whether to proceed with the project and have the City Assessor prepare a Special Assessment Roll. The City Council would then have a public hearing on the Special Assessment Roll, and if Council determined to proceed with the project, would approve the Roll in Resolution No. 4. The final Resolution (Resolution No. 5) would affirm the Special Assessment Roll.

It is the City's intention at the end of the process (contemporaneous with Resolution No. 5) to enter into a contract with the three property owners. That agreement would be recorded against the property to confirm the property owners' acceptance of the SAD.

RECOMMENDED ACTION: Approval of Resolution Declaring Necessity and Tentative Intent to Proceed with Project and Setting Public Hearing for Main Street Area Streetlighting and Streetscape (Resolution No. 2).

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF NOVI

**MAIN STREET AREA STREETLIGHTING AND STREETSCAPE
SPECIAL ASSESSMENT DISTRICT _____**

**RESOLUTION DECLARING NECESSITY AND TENTATIVE INTENT TO PROCEED
WITH PROJECT AND SETTING PUBLIC HEARING**

(Resolution No. 2)

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 _____, 2026, at ____ o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

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

RECITALS

A. The City Council has received a Letter of Interest requesting construction of the proposed improvements described below and the establishment of a Special Assessment District (SAD) to defray the costs of such improvements by special assessment against the benefited properties; and

B. Plans, specifications, and cost estimates have been submitted to the City Council for construction of the Project, and the City is tentatively considering the establishment of an SAD to finance and defray the cost of the Project.

C. The proposed improvements (the "Project") are for the replacement of 109 Detroit Edison lights in the public road right-of-way of main Street in the area east of Novi Road and South of Grand River Avenue, along with the repair and/or replacement and/or rehabilitation of certain streetscape improvements and/or amenities also within the same public road right-of-way; and

D. The Project is designed and intended to especially benefit all the properties in the proposed SAD by assisting the property owners in the carrying out of their respective obligations to maintain the streetlighting, streetscape, and amenities as described in Resolution No. 1 approved by the Council on June 8, 2026. This includes but is not limited to replacement of DTE street

lighting and repairs to sidewalk/pavement areas, replacement of street trees, and addressing other code enforcement/contractual issues.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The City Council determines that the Project is necessary and that it tentatively intends to proceed with the Project, and to establish a Special Assessment District to defray the entire (100%) cost of the Project as relates to the properties within the SAD.

2. Both DTE (for the streetlighting) and a registered professional engineer (as to streetscape and amenity issues) have prepared plans describing the Project and a preliminary estimate of the cost of the Project in the amount of \$700,000.00 for both the streetlighting and streetscape/amenities. Such plans and cost estimates have been filed with the City Clerk.

3. The City Council tentatively designates all the following properties as the Special Assessment District against which the cost of the Project is to be assessed, and which shall be identified as Special Assessment District No. _____ (the “**District**”):

- Parcel 22-23-176-030: Main Street Partnership, LLC, 710 E. Ogden Avenue, Suite 420, Naperville, IL 60563
- Parcels 22-23-176-011, 22-23-176-012, and 22-23-176-013: Luna Properties Novi, LLC, 42875 Grand River Avenue, Suite 201, Novi, MI 48375
- Parcel 22-23-176-033: Diversified Members Credit Union, 1480 E. Jefferson Avenue, Detroit, MI 48207

4. The Council recommends that the allocation of the costs of the Project, based upon special benefits, should be allocated on a frontage requirement along Main Street, in accordance with the Exchange Agreement originally entered into in 1995 and subsequently amended in 2012.

5. The City Clerk shall give notice in the manner provided below that the City Council shall conduct a public hearing on July 27, 2026, at 7:00 P.M. at the City Hall, 45175 Ten Mile Road, Novi, Michigan, for the purpose of hearing comments and objections to the proposed Project, and to the tentatively established District.

6. Notice of the public hearing shall be published once in a newspaper published or circulated in the City, and sent by certified mail, return receipt not requested, to the record owner or party in interest in whose name each property in the District is assessed as shown on the City’s last preceding tax assessment roll for *ad valorem* tax purposes. The notice shall be published at least seven (7) full days prior to the date of the hearing and the notice of hearing shall be mailed at least ten (10) days before the date of the hearing. The notice shall specify that appearance and protest at the hearing is required in order to appeal the matters to be considered at the hearing to the State Tax Tribunal and that an owner or party in interest or his or her agent may appear in person at the hearing to protest, or he or she may appear by filing his or her appearance or protest by letter, which shall then not require his or her personal appearance. The notice shall further specify the preliminary cost estimate for the Project and include a card to be completed by the

owner or party interest and returned to the City Clerk's office, indicating whether the owner or party in interest supports or disapproves of the project and special assessment district.

7. The Clerk shall retain a copy of the file in the Clerk's office for examination.

AYES:

NAYS:

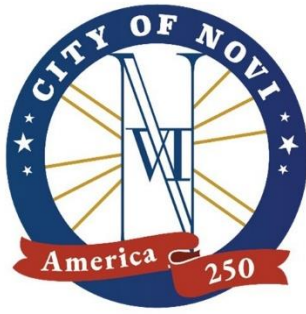
RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this _____ day of _____, 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, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi



CITY OF NOVI CITY COUNCIL
JULY 13, 2026

SUBJECT: Approval of claims and warrants – Warrant 1205

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 #1205 comes before City council for approval.

RECOMMENDED ACTION: Approval of claims and warrants – Warrant 1205

CITY OF NOVI
Warrant 1205
Monday, July 13, 2026

Check	Vendor Name	Description	Amount
204753	ACCUFORM PRINTING & GRAPHICS INC	POSTAGE	20,739.38
204754	ALLIANCE HEALTH AND LIFE	EMPLOYEE INSURANCE	13,680.00
204755 - 204779	CONSUMERS ENERGY	HEAT	7,331.64
204780 - 204786	DTE ENERGY	ELECTRICITY	1,330.21
204787	MI DEPT OF TREASURY- UNCLAIMED	UNCLAIMED PROPERTY	13,273.41
204788	ARROW OFFICE SUPPLY CO	INVOICE 435791	722.36
204789	AT & T	ACCOUNT 343950085	- V
204790	COMCAST BUSINESS	ACCOUNT 8529 10 084 0122736	273.75
204791	CTS/UNITEL, INC.	INVOICE CW131693	11.50
204792	LEXISNEXIS RISK SOLUTIONS	INVOICE 1100315876	23,730.00
204793	THOMSON REUTERS - WEST	INVOICE 23313023	7,941.30
204794	TREASURER CITY OF DETROIT	INVOICE DPD052126	1,506.98
204795	AT & T	ACCOUNT 343950085	205.24
204796	AT&T	ACCOUNT 248 356-6512 512 6	192.92
204797	3SI SECURITY SYSTEMS, INC	INVOICE-PF #SO1001705	2,400.00
204798	ALLIANCE OF COALITIONS FOR HEALTHY	INVOICE 1	3,197.04
204799	BORIEO, SANDRA	PROFESSIONAL SERVICES	1,872.00
204800	COMCAST BUSINESS	ACCOUNT 8529 10 249 0033015	906.69
204801	GREEN, STEVEN	REIMBURSE VEHICLE ALLOWANCE MAY 2026	500.00
204802	KAHANEK, SHAUN	REIMBURSE BREACH AND RESCUE BAR	116.99
204803	SAUL MINEROFF ELECTRONICS INC	INVOICE 12417	2,725.00
204804	SOUTHWEST ENFORCEMENT TEAM	REIMBURSE MONITOR AND LAPTOP	7,183.31
204805	STATE OF MICHIGAN	INVOICE 551-677215	2,756.66
204806	TREASURER CITY OF DETROIT	INVOICE DPD052226	3,645.92
204807	VERIZON WIRELESS	ACCOUNT 242662063-00001	3,749.89
204808	WEST MICHIGAN ENFORCEMENT TEAM	REIMBURSE MUSKEGON OFFICE LEASE	1,500.00
204809	MONTROSE CHARTER TOWNSHIP	MARCH OVERTIME MSP OFFICERS	3,242.43
204810	SOUTHWEST ENFORCEMENT TEAM	REIMBURSE OT APRIL/MAY	189.27
204811	STATE OF MICHIGAN	INVOICE 551-677623	1,164.16
204812	WEST MICHIGAN ENFORCEMENT TEAM	HIDTA REIMBURSEMENT MAY OVERTIME	9,505.48
204813	WYANDOTTE POLICE DEPARTMENT	MNET OT APRIL 2026	971.73
204814 - 204858	DTE ENERGY	ELECTRICITY	60,458.48
204859	AMAZON	LIBRARY BOOKS	4,229.64
204860	AMAZON	LIBRARY BOOKS	3,717.90
204861	1ST AYD CORPORATION	OPERATING SUPPLIES	2,073.40
204862	A AND R PLUMBING LLC	SPLASH PAD SUPPLIES	3,188.27
204863	ABLESON CUSTOM BUILDING CO, INC	HCD	5,000.00
204864	ACCUFORM PRINTING & GRAPHICS INC	SPECIAL EVENTS MEMORIAL DAY	8,346.05
204865	ACRISURE GREAT LAKES PARTNERS	PROPERTY & LIABILITY INSURANCE	6,470.00
204866	ADAMO GROUP INC	HYDRANT DEPOSIT REFUND	2,053.76
204867	AENEAS GROUP LLC	BLDG. BOND REFUND (ESCROW)	7,095.00
204868	ALLIANCE HEALTH AND LIFE	EMPLOYEE INSURANCE	18,240.00
204869	ALLIE BROTHERS INC	FIRE DEPARTMENT SUMMER UNIFORM ORDER 202	23,343.86
204870	ALLIED BUILDING SERVICE COMPANY	BUILDING MAINTENANCE	3,732.00
204871	ALTECH DOORS LLC	BUILDING MAINTENANCE	1,093.00
204872	AMAZON	LIBRARY BOOKS	4,799.21
204873	AMERICAN GENERATORS SALES AND	CONTRACTUAL SERVICES	800.00
204874	ANAGO OF METRO DETROIT	BUILDING MAINTENANCE	440.00
204875	ANGLIN CIVIL, LLC	CONSTRUCT: ORCHARD HILLS PLACE & LEAVENW	87,025.50
204876	APOLLO FIRE APPARATUS SALES AND	VEHICLE MAINTENANCE	271.30
204877	APPLICANTPRO	PROFESSIONAL SERVICE	6,588.00
204878	APPLIED INNOVATION	INTERNAL TECHNOLOGY COMMUNITY RELATIONS	42.97
204879	AQUATIC SOURCE LLC	SPLASH PAD SUPPLIES	473.00
204880	ARAMARK REFRESHMENT SERVICES	OPERATING SUPPLIES	169.67
204881	ARK ELECTRICAL SOLUTIONS LLC	BUILDING MAINTENANCE	311.77
204882	ARROW OFFICE SUPPLY CO	OFFICE SUPPLIES	1,505.96
204883	ASCENSION PROVIDENCE HOSPITAL	OPERATING SUPPLIES	343.75
204884	ATLAS FUEL SERVICES LLC	CONTRACTUAL SERVICES	1,011.58

204885	ATSUHIRO HARA	UB REFUND FOR 41651 BLAIR ST	195.54
204886	BAETENS, SCOTT	PER DIEM MACP SUMMER 2026	210.00
204887	BARNETT, CASSIDY	SIZZLING SUMMER	10.60
204888	BATTERIES PLUS BULBS	COMPUTER SUPPLIES	408.90
204889	BC NOVAPLEX LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
204890	BC NOVAPLEX LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
204891	BELLE TIRE	VEHICLE MAINTENANCE	2,741.90
204892	BERTIN, KENNETH M.	ADULT SOFTBALL	231.00
204893	BEYER, TODD A.	TENNIS LESSONS	5,502.00
204894	BLACKWELL FORD INC	VEHICLE MAINTENANCE	1,690.46
204895	BLANCO, JOHN	PARKS REFUND	121.00
204896	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE INSURANCE	75,899.67
204897	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE INSURANCE	41,494.92
204898	BOULARD, CHARLES	REIMBURSEMENT	40.00
204899	BOYNTON FIRE SAFETY SERVICES, LLC.	COMPUTER SUPPLIES	600.00
204900	CAMBRIDGE HOMES INC	BLDG. BOND REFUND (ESCROW)	5,000.00
204901	CAMBRIDGE OF NOVI, LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
204902	CAMBRIDGE OF NOVI, LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
204903	CANON FINANCIAL SERVICES INC	EQUIPMENT RENTAL	5,182.50
204904	CARLISLE WORTMAN ASSOCIATES, INC.	BUILDING, TRADE, & PLAN REVIEW SERVICES	12,720.00
204905	CASH SOD FARM	WATER LINE MAINTENANCE	420.00
204906	CDW GOVERNMENT LLC	INTERNAL TECHNOLOGY FIRE	87,741.92
204907	CHET'S RENT-ALL INC.	EQUIPMENT RENTAL	198.59
204908	CINTAS CORP	SUPPLIES UNIFORMS	1,856.11
204909	CORRIGAN RECORD STORAGE LLC	RECORDS STORAGE	2,085.22
204910	COUGAR SALES & RENTAL INC	EQUIPMENT MAINTENANCE	1,183.94
204911	CRANBROOK CUSTOM HOMES	BLDG. BOND REFUND (ESCROW)	1,000.00
204912	CRANDALL-WORTHINGTON INC	CUSTODIAL SUPPLIES	4,961.61
204913	CRIMBOLI NURSERY AND LANDSCAPE INC.	FALL 2025 & SPRING 2026 TREE & LANDSCAPE	41,374.50
204914	CRITTER CONTROL OF S.W. OAKLAND CTY	PARK BUILDING MAINTENANCE	99.00
204915	DALTON COMMERCIAL CLEANING CORP	BUILDING MAINTENANCE	2,716.00
204916	DAUT, STEVEN W.	HISTORICAL COMMISSION	300.00
204917	DC STORAGE, LLC	BLDG. BOND REFUND (ESCROW)	200.00
204918	DELL MARKETING L.P.	INTERNAL TECHNOLOGY WATER SEWER	33,472.76
204919	DEMCO INC.	OPERATING SUPPLIES	265.46
204920	DORNBOS SIGN & SAFETY INC	TRAFFIC CONTROL SIGN REPLACEMENT	1,992.50
204921	DRN & ASSOCIATES, ARCHITECTS, PC	PROFESSIONAL SERVICES	10,015.00
204922	VOID	-	V
204923	DTE ENERGY	STREET LIGHTING	22,888.06
204924	EDUCATE STATION LLC	ELECTRONIC RESOURCES	515.00
204925	EGANIX, INC	FOG (FATS, OILS, & GREASE) PREVENTION	7,592.82
204926	EJ USA, INC.	LIFT STATION MAINTENANCE	186.10
204927	ELLSWORTH INDUSTRIES INC.	DETENTION BASIN MAINTENANCE	1,357.40
204928	EMPCO INC	PROFESSIONAL SERVICES	8,991.00
204929	EPSTEIN, JOSEPH	WITNESS	11.80
204930	ERICKSON, CHELSEA	DANCE PROGRAMS	627.20
204931	ESCHER GLASS LLC	BUILDING MAINTENANCE	1,952.00
204932	ETNA SUPPLY	WATER LINE MAINTENANCE	34.94
204933	EVERON LLC	BUILDING MAINTENANCE	222.23
204934	EXTRA SPACE	HISTORICAL COMMISSION	2,220.00
204935	FARRUGIA, MARC A MILANTONI	BLDG. BOND REFUND (ESCROW)	400.00
204936	FARRUGIA, MARC A MILANTONI	BLDG. BOND REFUND (ESCROW)	1,000.00
204937	FELDMAN CHEVROLET OF NOVI	VEHICLE MAINTENANCE	4,389.49
204938	FERGUSON WATERWORKS #3386	WATER METERS	4,174.74
204939	FLINT NEW HOLLAND INC.	LAWN MOWER MAINTENANCE	9,553.64
204940	FOX RUN	COMMUNITY PROMOTION	2,250.00
204941	G2 CONSULTING GROUP, LLC.	ENGINEERING CONSULTING	11,500.00
204942	GEOFFREY F ROSS	BLDG. PAYMENT REFUND (ESCROW)	35.00
204943	GERALD ALCOCK COMPANY, LLC	TAX TRIBUNAL APPRAISALS	9,500.00
204944	GLOBAL SYNERGY DEVELOPMENT GROUP LLC	BLDG. BOND REFUND (ESCROW)	1,000.00
204945	GRAINGER INC, W W	WATER LINE MAINTENANCE	175.29
204946	GREAT LAKES ACE	OPERATING SUPPLIES	97.72
204947	GREAT LAKES POWER & LIGHTING INC.	TOWNSHIP HALL OPERATING COSTS	2,906.70
204948	GREAT LAKES WATER AUTHORITY	IWC CHARGES	937,638.47
204949	GREEN OAK TIRE INC.	VEHICLE MAINTENANCE	12,522.90
204950	GRUBBS, AYANE	REIMBURSE CONFERENCE EXPENSES	1,352.67

204951	GUARDIAN ALARM	PROFESSIONAL SERVICES	136.53
204952	HALL, ALAN	MILEAGE REIMBURSEMENT	159.50
204953	HANS AUTO ELECTRIC	VEHICLE MAINTENANCE	505.00
204954	HAROLD'S FRAME SHOP, INC	VEHICLE MAINTENANCE	4,488.00
204955	HARRELL'S, LLC	OPERATING SUPPLIES	135.56
204956	HAVENER TECH	DPW SALT DOME CORROSION PROTECTION	145,680.96
204957	HEALTH ALLIANCE PLAN	EMPLOYEE INSURANCE	28,599.26
204958	HED	PUBLIC SAFETY BUILDING	84,823.74
204959	HENRY FORD EMPLOYER SOLUTIONS	MEDICAL SERVICE	1,252.00
204960	HOME DEPOT	BUILDING MAINTENANCE	352.33
204961	HOME DEPOT CREDIT SERVICES	GROUND MAINTENANCE	4,531.60
204962	HP INC	TECHNOLOGY LIBRARY EXPENSE	27,577.00
204963	I3-IMAGESOFT, LLC	INTERNAL TECHNOLOGY	2,496.80
204964	IMAGE 360 - NOVI	OPERATING SUPPLIES	49.00
204965	INCH MEMORIALS	BUILDING MAINTENANCE	1,255.62
204966	INTRADO LIFE & SAFETY, INC	TELEPHONE MAINTENANCE	440.19
204967	JACK DOHENY SUPPLIES INC	SEWER LINE MAINTENANCE	26.56
204968	JF SINELLI CEMENT LLC	BLDG. BOND REFUND (ESCROW)	500.00
204969	JOE'S TRAILER MFG INC	VEHICLE MAINTENANCE	428.34
204970	JOHN'S SANITATION SERVICE	SPORTS FIELD	2,085.00
204971	KENT COMMUNICATIONS INC	ELECTION SUPPLIES	2,563.64
204972	KENWHIRL APPLIANCE SERVICE	BUILDING MAINTENANCE	574.00
204973	KIESLER'S POLICE SUPPLY, INC.	SUPPLIES AMMUNITION	1,215.32
204974	KIMBALL MIDWEST	OPERATING SUPPLIES	1,997.97
204975	LANGUAGE LINE SERVICES	EMERGENCY COMMUNICATION SERVICE	173.83
204976	LARSON, SHARON	REIMBURSEMENT	42.13
204977	LEISURE UNLIMITED LLC	SPORTS CAMPS	864.00
204978	LIBRARYPASS, INC	ELECTRONIC RESOURCES	2,200.00
204979	LILIENTHAL, DAVID	ADULT SOFTBALL	984.00
204980	LINGQ LANGUAGES LTD	ELECTRONIC RESOURCES	2,072.00
204981	LITTLE SEEDS CHILD DEVELOPMENT CENT	BLDG. BOND REFUND (ESCROW)	800.00
204982	LITTLE SEEDS CHILD DEVELOPMENT CENT	BLDG. BOND REFUND (ESCROW)	11,594.40
204983	LITTLE SEEDS NOVI LLC	BLDG. BOND REFUND (ESCROW)	440.00
204984	LYON MECHANICAL CONTRACTORS, INC.	BUILDING MAINTENANCE	8,132.64
204985	MARTINEZ, DEBORAH	REIMBURSE CONFERENCE EXPENSES	333.80
204986	MCCONNACHIE, KATELYN	MILEAGE REIMBURSEMENT	82.65
204987	MCKENNA ASSOCIATES INC	HCD	1,683.75
204988	MEDLINE INDUSTRIES, LP	MEDICAL SUPPLIES	853.30
204989	MEDSTAR INC	OPERATING SUPPLIES	900.00
204990	MELLYPOP! PRODUCTIONS	LIBRARY PROGRAMMING	604.00
204991 - 204993	MERJENT, INC	PROFESSIONAL SERVICES	15,480.00
204994	MERRITT CIESLAK DESIGN, PLC	MAIN ENTRANCE DESIGN	179.99
204995	MEYERS, CHRISTOPHER	WITNESS	29.20
204996	MICHIGAN AUTOMATIC SPRINKLER INC	GROUND MAINTENANCE	704.50
204997	MICHIGAN CAT	VEHICLE MAINTENANCE	1,480.95
204998	MICHIGAN LIBRARY ASSOCIATION	MEMBERSHIPS AND DUES	2,088.00
204999	MICHIGAN LINEN SERVICE, INC.	SUPPLIES PRISONER MEALS/LINEN	1,312.00
205000	MICHIGAN MUNICIPAL EXECUTIVES	CONFERENCE	20.00
205001	MICHIGAN MUNICIPAL LEAGUE	CONFERENCE	11,981.00
205002	MICHIGAN MUNICIPAL LEAGUE	PROPERTY & LIABILITY INSURANCE	607,305.00
205003	MICHIGAN OVERHEAD DOOR & LOADING	BUILDING MAINTENANCE	715.00
205004	MICHIGAN RECREATIONAL CONSTRUCTION	RESRFCE/RELIN TENNIS CRTS	11,850.00
205005	MID-TOWN PETROLEUM ACQUISITION LLC	VEHICLE MAINTENANCE	333.87
205006	MIDWEST AUTO-TRUCK & SPRING	VEHICLE MAINTENANCE	162.00
205007	MIDWEST COLLABORATIVE FOR LIBRARY	ELECTRONIC RESOURCES	13,505.20
205008	MIDWEST TAPE, LLC	AUDIO VISUAL MATERIALS	52.48
205009	MILARCH NURSERY INC	GROUND MAINTENANCE	518.50
205010	MISSION COMMUNICATIONS, LLC	LIFT STATION MAINTENANCE	1,248.00
205011	MKT LANDSCAPING SERVICES LLC	WEED CUTTING	2,549.00
205012	MOBILE COMMUNICATIONS AMERICA INC	RADIO MAINTENANCE	174.75
205013	MORRIS, MELISSA	MILEAGE REIMBURSEMENT	174.00
205014	MOTION PICTURE LICENSING CORP	LIBRARY PROGRAMMING	450.21
205015	MOTOROLA SOLUTIONS INC	RADIO MAINTENANCE	609.00
205016	MUNICIPAL WEB SERVICES, INC	WEB PAGE MAINTENANCE	8,206.20
205017	MUTT MITT	CUSTODIAL SUPPLIES	1,489.85
205018	NADLAN 56 LLC	BLDG. BOND REFUND (ESCROW)	6,000.00

205019	NATIONAL FIRE PROTECTION	MEMBERSHIPS AND DUES	225.00
205020	NATIONAL LADDER & SCAFFOLD CO INC	SUPPLIES UNIFORMS	1,152.54
205021	NEWSBANK INC	ELECTRONIC RESOURCES	5,129.00
205022	NICE, KIM	REIMBURSEMENT	285.34
205023	NORTHVILLE LOCKSMITH INC.	PARK BUILDING MAINTENANCE	505.00
205024	NOVI COMMUNITY SCHOOLS	CAMP LAKESHORE	25.00
205025	NOVI YOUTH BASEBALL LEAGUE	SPORTS FIELD RENTAL	1,890.00
205026	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	1,494.77
205027	OAKLAND COMMUNITY COLLEGE	EDUCATION & TRAINING	1,125.00
205028	OAKLAND COUNTY ASSOCIATION OF	MEMBERSHIPS AND DUES	60.00
205029	OAKLAND COUNTY CLERKS ASSOCIATION	CONFERENCE	50.00
205030	OAKLAND COUNTY REGISTER OF DEEDS	DISCHARGE CLAIM OF INTEREST	30.00
205031	OAKLAND COUNTY REGISTER OF DEEDS	FRESH SMART MARKET SSEE	30.00
205032	OAKLAND COUNTY REGISTER OF DEEDS	EL CAR SSMAE	30.00
205033	OAKLAND COUNTY TREASURER	TRAILER TAX APRIL AND MAY 2026	9,305.00
205034	OAKLAND COUNTY TREASURERS	SEWAGE TREATMENT COSTS	901,448.33
205035	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	1,162.83
205036	ORCHARD, HILTZ & MC CLIMENT	PROFESSIONAL SERVICES	116,032.57
205037	ORKIN	BUILDING MAINTENANCE	1,978.04
205038	OSCAR W. LARSON CO.	GASOLINE AND OIL	325.00
205039	OVERDRIVE, INC.	ELECTRONIC MEDIA	1,411.36
205040	PEOPLE'S EXPRESS	OLDER ADULTS TRANSPORTATION	6,378.00
205041	PETTY, ROBERT	PER DIEM MI-GMIS CONFERENCE	67.00
205042	PLANTE & MORAN REALPOINT, LLC	PUBLIC SAFETY BUILDING	33,242.34
205043	POWER CLEANING SYSTEMS	EQUIPMENT MAINTENANCE	1,032.65
205044	PRECISE MRM LLC	INTERNAL TECHNOLOGY ASSESSING	3,473.00
205045	PRIORITY ONE EMERGENCY	VEHICLE MAINTENANCE	597.96
205046	PROQUEST LLC	ELECTRONIC RESOURCES	7,536.07
205047	PROSCREENING, LLC	PROFESSIONAL SERVICES	78.00
205048	QUILL CORPORATION	OFFICE SUPPLIES	47.08
205049	RAY'S WELL DRILLING	PARK BUILDING MAINTENANCE	1,400.00
205050	REALGISTICS, INC	BLDG. BOND REFUND (ESCROW)	800.00
205051	REASON CONSULTING CORPORATION	PERSONAL PROPERTY AUDITOR	6,833.00
205052	RED WING SHOE STORE	SUPPLIES UNIFORMS	270.48
205053	RELIANT FIRE APPARATUS OF MICHIGAN	VEHICLE MAINTENANCE	1,518.77
205054	RESOURCE RECOVERY AND RECYCLING	RECYCLING CENTER	29,829.50
205055	RKA PETROLEUM COS., INC	GASOLINE AND OIL	58,797.95
205056	ROAD COMMISSION FOR OAKLAND COUNTY	TRAFFIC SERVICES	542.41
205057	ROCK SOLID EXTERIORS	BLDG. BOND REFUND (ESCROW)	500.00
205058	ROSATI, SCHULTZ, JOPPICH	LEGAL FEES	833.00
205059	ROSS, MICHAEL	ADULT SOFTBALL	195.00
205060	ROYAL TRUCK & TRAILER SALES & SVC	VEHICLE MAINTENANCE	12.88
205061	RYL FLEXIBILTY THERAPIES LLC	OLDER ADULTS MASSAGE	1,042.00
205062	SALTY JAKES LLC	VEHICLE MAINTENANCE	4,652.25
205063	SAM'S CLUB DIRECT	LIBRARY PROGRAMMING	190.52
205064	SARAIYA, AMAR A	BLDG. BOND REFUND (ESCROW)	500.00
205065	SCENARIO TRAINER INC	MCOLES CPE GRANT	3,970.00
205066	SCHINDLER ELEVATOR CORPORATION	BUILDING MAINTENANCE	1,689.74
205067	SCHWARTZ, MARGARET	OLDER ADULTS MASSAGE	504.00
205068	SHEETZ, INC.	BLDG. BOND REFUND (ESCROW)	20,526.00
205069	SHEPOSH, JONATHON	OLDER ADULTS FITNESS	720.00
205070	SHERATON DETROIT NOVI HOTEL	STATE OF THE CITY	14,449.00
205071	SIGNAL RESTORATION SERVICES	BIO HAZARD CLEANING OF JAIL CELLS	626.62
205072	SIGNATURE SERVICES	SIDEWALK REPAIRS CITY PROPERTY	1,200.00
205073	SITEONE LANDSCAPE SUPPLY, LLC	GROUNDS MAINTENANCE	1,337.64
205074	SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES	563.81
205075	SOVEL'S SERVICE CENTER	VEHICLE MAINTENANCE	1,671.31
205076 - 205082	SPALDING DE DECKER	PROFESSIONAL SERVICES	60,546.20
205083	SPISAK, AMY	WITNESS	36.45
205084	SQUEAKY SHINE CAR WASH	VEHICLE MAINTENANCE	650.00
205085	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	151.96
205086	STATE OF MICHIGAN	COST SHARE: 13 MILE RD REHAB (M-5 TO HAGGERTY)	176,998.44
205087	STEIN, KEVIN B.	ADULT SOFTBALL	3,475.00
205088	STINSON THOMPSON, NICOLE	WITNESS	13.25
205089	SUBURBAN LANDSCAPE SUPPLY	WATER LINE MAINTENANCE	243.00
205090	SUPERIOR INVASIVE PLANTS SOLUTIONS	INVASIVE SPECIES REMOVAL	502.50

205091	SWAG CONSULTANTS LLC	COMMUNITY PROMOTION	1,244.00
205092	TAYLOR, DANIEL	WITNESS	42.25
205093	TEDDY'S LAWN & LANDSCAPE, INC	DETENTION BASIN MAINTENANCE	2,400.00
205094	TOLL BROS INC	BLDG. BOND REFUND (ESCROW)	8,000.00
205095	TRADEMARK BUILDING COMPANY	BLDG. BOND REFUND (ESCROW)	1,000.00
205096	TRADEMARK BUILDING COMPANY	BLDG. BOND REFUND (ESCROW)	800.00
205097	TRADEMARK BUILDING COMPANY	BLDG. BOND REFUND (ESCROW)	5,000.00
205098	TRI-COUNTY INTERNATIONAL	VEHICLE MAINTENANCE	496.05
205099	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLE MAINTENANCE	14,988.19
205100	TRUE BLUE INVESTGATIONS LLC	RECRUITMENT POC/AUX	850.00
205101	UNITY CONCRETE SOLUTIONS LLC	BLDG. BOND REFUND (ESCROW)	500.00
205102	USA BLUEBOOK	SEWER LINE MAINTENANCE	241.35
205103	VANHORN, REGINA	ELECTION WORKER	260.00
205104	VARIPRO	FLEXIBLE SPENDING	3,662.35
205105	VARSITY LINCOLN, INC	VEHICLE MAINTENANCE	382.38
205106	VERIZON WIRELESS	TELEPHONE	508.12
205107	VICTORIAN PROPERTIES OF MICHIGAN	BLDG. BOND REFUND (ESCROW)	500.00
205108	VIRGA, ANTHONY M	BLDG. BOND REFUND (ESCROW)	5,000.00
205109	WEIN-STEIN HOME DESIGN	BLDG. BOND REFUND (ESCROW)	500.00
205110	WEINGARTZ SUPPLY CO INC	EQUIPMENT MAINTENANCE	2,449.58
205111	WITMER PUBLIC SAFETY GROUP INC	OPERATING SUPPLIES	77.99
205112	WOODHILL GROUP LLC, THE	PROFESSIONAL SERVICES	9,322.90
205113	WOODLANDS LIBRARY COOPERATIVE	PRINTING AND PUBLISHING	30.00
205114	WOODS, RACHEL	MILEAGE REIMBURSEMENT	78.30
205115	WROBEL, DEBBIE	REIMBURSEMENT	32.07
205116	ZINSER, ERICK	PER DIEM MACP SUMMER CONFERENCE	210.00
205117	ZOOBEAN, INC	ELECTRONIC RESOURCES	2,887.50
205118	ZYLKA, TIM	CDL LICENSE RENEWAL	35.00
205119	AMERICAN GENERATORS SALES AND	LIFT STATION MAINTENANCE	149.00
205120	IMPERIAL BAG & PAPER CO. LLC	BUILDING MAINTENANCE	1,055.62
205121	INCH MEMORIALS	COMMEMORATIVE TREE PROGRAM	200.00

GRAND TOTAL

\$ 4,385,510.93

GENERAL FUND	101	1,219,821.37
MAJOR STREET FUND	202	206,527.75
LOCAL STREET FUND	203	44,892.50
MUNICIPAL STREET FUND	204	11,573.17
PARKS, REC & CULTURAL SVCS FUND	208	37,395.04
DRAIN FUND	211	236,603.86
TREE FUND	213	41,877.00
LIBRARY FUND	271	96,296.42
LIBRARY CONTRIBUTION FUND	272	22,260.10
COMMUNITY DVLPMNT BLOCK GRANT FUND	274	6,683.75
STREET LIGHTING 204109 - WEST OAKS ST	281	428.78
STREET LIGHTING 204 81 - WEST LAKE DRIVE	286	263.11
STREET LIGHTING 204108 - TOWN CENTER ST	287	1,747.49
PUBLIC IMPROVEMENT FUND	445	11,850.00
PUBLIC SAFETY BUILDINGS CONST FUND	464	161,191.08
ICE ARENA FUND	570	9,050.20
SENIOR HOUSING FUND	574	51,654.80
WATER AND SEWER FUND	592	1,955,916.09
SELF INSURANCE - HEALTH CARE FUND	677	31,920.00
AGENCY FUND	701	157,347.80
MI HIDTA	725	80,210.62

GRAND TOTAL

\$ 4,385,510.93