CITY COUNCIL AGENDA

CITY OF NOVI
Regular City Council Meeting
June 23, 2025 | 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, Smith, Staudt, Thomas

APPROVAL OF AGENDA

PUBLIC HEARINGS

PRESENTATIONS

REPORTS

1. Manager/Staff

2. Attorney

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

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

MATTERS FOR COUNCIL ACTION

1. Appointments to Boards and Commissions

2. Approval of resolution to authorize Budget Amendment #2025-6

3. Consideration of Fireworks Permit by Eddie Hesano for a display to be held on Saturday, July 19th, 2025, on Walled Lake.

4. Consider awarding engineering services to OHM Advisors for the design of stream mitigation efforts related to Bishop Creek impacting various road construction projects, in the amount of $114,000.

5. Consideration of approval of Change Order No. 1 to Mattioli Cement Company, Inc. for the 2025 Neighborhood Road Program – Concrete Streets to add Cheshire Court, in the amount of $196,695.

6. Consideration of a unit price contract to Havener Tech, LLC, for as-needed catch basin, storm water pipe, and concrete slab stabilization services in the estimated annual amount of $300,000.

7. Consideration of adoption of a resolution authorizing approval of a contract with the Michigan Department of Transportation (MDOT) for the rehabilitation of 13 Mile Road between M-5 and Haggerty Road, in the amount of $357,459.

8. Consideration of a contract with the Michigan Department of Transportation (MDOT) for the rehabilitation of West Park Drive between 12 Mile Road and Pontiac Trail, in the amount of $2,659,275.

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

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

COMMITTEE REPORTS

MAYOR AND COUNCIL ISSUES

COMMUNICATIONS

CONSENT AGENDA – Background information for Consent Agenda items is available for review at the City Clerk's Office.

A. Approve Minutes of:
June 2, 2025 - Regular Meeting

B. Approval of amendment to the contract for the City Clerk, as prepared and approved as to form by the City Attorney.

C. Acceptance of a water main easement from the property owners of 21565 Beck Road (parcel 50-22-32-400-42) for construction of the Southwest Water Main Loop, in the amount of $3,886.

D. Approval to award American Generators Sales and Service the Generator Preventative Maintenance and Repair Service contract for one year in the amount of $37,571 with the option for (2) renewals at one-year increments.

E. Approval to award a unit price contract for Street Sweeping Services to SCA of MI, LLC, the lowest qualified bidder, at an estimated annual cost of $65,350. The contract term is one year with three optional one-year extensions.

F. Approval of the First Amendment to Purchase Agreement to extend the selling date to July 15, 2025 of a portion of Parcel 22-23-151-029 to Novi Industrial, LLC for $68,000.

G. Approval of the 2025 Suburban Mobility Authority for Regional Transportation (SMART) Municipal Credit Fund Contract and transfer to People's Express in the amount of $62,149.

H. Enter Executive Session immediately following the regular meeting of June 23, 2025, in the Council Annex for the purpose of discussing City Manager and City Assessor Performance Evaluations, property acquisition, and for confidential written correspondence from the City Attorney.

I. Approval of claims and warrants – Warrant 1182

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
JUNE 23, 2025

SUBJECT: Appointments to Boards and Commissions

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

Presentations for Boards and Commissions candidates were held Monday, June 2nd. Attached is the ballot for appointments to Boards and Commissions, Council interview memo, presentation draft minutes, candidates' applications, and current Booklet List.

RECOMMENDED ACTION: Appointments to Boards and Commissions

CITY OF NOVI CITY COUNCIL
JUNE 23, 2025

SUBJECT: Approval of resolution to authorize Budget Amendment #2025-6

SUBMITTING DEPARTMENT: Finance

KEY HIGHLIGHTS:

- General Fund increase to fund balance $2,365
- General Fund budget shortages for paid on-call and auxiliary recruitment along with staffing shifts
- Parks funding for Villa Barr pathway
- CIP funding of Villa Barr Pathway and new public safety building costs

BACKGROUND INFORMATION:

The City's annual budget is adopted by the third Monday in May each year and is effective July 1st each year. In accordance with the State Budget Act, budget amendments are to be 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.

The proposed budget amendment resolution and budget amendment details are attached for the projects/initiatives as follows:

GENERAL FUND 101

Revenue

- Penalty and interest revenue on the current tax year came in $17,125 higher than originally estimated.
- The City was reimbursed by our insurance provider for several vehicle repairs ($48,750).
- Personal property tax reimbursement from the State of Michigan's Local Community Stabilization Authority (LCSA) was $14,110 higher than estimated.

- State Shared Revenue is predicted to be $60,000 higher than the current budget as of June 16, 2025 state website estimator.
- Actual interest on Trust and Agency Funds is $358,255 greater than the current budget. The trust and agency fund (tax fund) is closed out for the year, and no additional interest revenue will be earned.
- Interest on investments is estimated to end the year $145,000 greater than the current budget.
- Total additional revenue is estimated to be ***$643,240***.

Expenditure

- Additional funds are needed in the finance department budget to account for the final payout of the finance director's PTO as well as for professional services to assist the finance department in the director's absence. A total proposed increase of $32,500.
- City Hall electricity costs are higher than originally expected. The same can be seen in the Parks and Recreation budget (which will be discussed below). City hall's proposed increase is $20,000.
- New fire recruit hiring costs have far exceeded budget and continue to grow. The proposed budget amendment includes an additional **$15,000** for new recruit unforms, **$16,700** recruitment-POC, and **$40,000** for training. Chief Martin stated the City has hired over 40 new members since February of 2022. Costs for new hires include (but are not limited to) physical agility testing, an outside firm to conduct background investigations, a physiological exam, a medical exam, uniform/bunker gear, training programs (including equipment, uniforms, books), and salary for working training shifts. The number of new hires without any training far exceeds those that come to the City with previous experience. The cost of the training program, Firefighter I/II and EMT-B through community colleges is the largest of the expenses. Each program requires specific equipment, uniforms, and books for each program. In the past, these specific items were not required as the City utilized neighboring departments for the training. With the lack of these programs available now, the costs have risen significantly. The cost of equipment and uniforms has also risen over the past several years. In addition, background checks in the past were done in-house, today, background checks are outsourced at $950 each. The proposed budget includes **$14,300** for medical service fees for the new recruits (background checks and medical exams). It is important to note, the POC recruitment costs are still less than if the City were to go with a 24-hour full-time fire department. The recruitment costs need to be addressed.
- In an effort to recruit top talent, stipends were provided to new firefighters who came in with some level of training. The memo of understanding for the stipends was signed after the FY 2025 budget was approved and it was unknown what the stipends would amount to. The stipends were successful in bringing in new recruits; however, at a cost to the City. In addition, stipends are provided to those part-time officers based on the number of shifts they work. Again, in an effort to ensure shifts are being fully staffed. The stipend was not included in the original budget based on the timing of the signed contract. Both of these stipends are included in the proposed budget of **$106,625**.

- The remaining fire personnel increases of $90,000 (POC) and $110,000 (Aux firefighters) are due to ensuring proper coverage and training of the recruits. POC and Aux must be staffed with fully trained staff for each shift as well as recruits being staffed as they work to become fully trained. The doubling up of staff is causing additional costs to both of these personnel lines. Once each recruit is fully staffed, the City will see these lines decrease in costs and level off to previous year's levels.
- Fire vehicle maintenance has a proposed budget increase of $48,750 due repairs on the fire engines as the City awaits the new fire engines.
- Community development salary and wages are proposed to increase $150,000. A discrepancy was identified as year-end approached, seeing the salary and wages line item lower than it needed to be. This change rectifies that shortfall.

As a reminder, the original budget for fiscal year 2025 had a planned increase to fund balance of $745,111. City council voted to use $160,000 and $25,000 for the Long Range Strategic Plan, Plante Moran Realpoint and futurist. The June 2, 2025 budget amendment increased fund balance by $347,000; however, during the council meeting, council voted to move the $347,000 to the Public Improvement Fund to fund future capital.

PARKS, RECREATION, AND CULTURAL SERVICES FUND 208

At the January 27, 2025 Council Meeting held at Fox Run, Mayor Fischer stated the need for a pathway at Villa Barr. He suggested funding be provided from the $75,000 of older adult vehicle sales (the revenue was previously included in a budget amendment to increase fund balance, the current budget amendment shows the use of fund balance for a net $0 effect), $68,000 for the sale of the property at the water tower, reduction of $40,490 of current year expenditures for not purchasing a budgeted OAS vehicle, and $112,500 of savings from the older adult transportation being outsourced to PEX. The total savings and income from the sale of assets provide $300,000 for the proposed pathway. Additional proposed budget amendments are to reflect year-to-date activity for the various programs of the Parks and Recreation Fund.

CAPITAL IMPROVEMENT FUND 401

The proposed budget amendment reflects actual revenue receipts for the splash pad donations, donation for the purchase of Shawood Lake Island, and additional funding provided by the State of Michigan LCSA personal property taxes. On the expenditure side, the purchase of land around the water tower was made from the CIP fund, therefore the revenue from the sale of the small section of this property was recorded here. The CIP fund will use the $68,000 from the sale to assist in funding the Villa Barr pathway. In addition, in order to keep all costs regarding the new public safety building property in one location, the CIP fund has recorded expenditures related to Geotech services on the land for the location of the new public safety building.

ICE ARENA FUND 570

The ice arena budget amendment estimates annual revenue and expenditures for the remainder of the year. Big ticket items for the building maintenance at the arena include but are not limited to: rubber flooring in bleachers, top end rebuild on compressor, rental of generator, many repairs to the dehumidifier, and repairs to the hot water/pump/boiler.

SELF INSURANCE FUND 677

The City is self-insured for all employees who have HAP health insurance plans. In the prior years, only Blue Cross and Priority were premium based plans. Beginning in January 2025, the Priority high-deductible plan was transferred to a HAP high-deductible plan and became part of our self-insurance fund. The claims have increased above our original planned budget. It is estimated the fund will end the year with a fund balance of $2.7 million.

RECOMMENDED ACTION: Approval of resolution to authorize Budget Amendment #2025-6.

Budget Amendment 2025 -6

FY 2024/25 BA 2025-6	FY 2024/25 **Staff Recommendation**	FY 2025/26
$503,000 of interest earnings from investments	**Use of realized interest income to offset expenditure overages**	**If additional savings at year end *(which staff believes there will be)* those funds will be recommended to be moved to the Public Improvement Fund.**

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Insurance Self Funded Fund

Estimated FY 2025 ending Fund Balance $2.7 M

The City transitioned to a self-funding model in 2020. Assuming risk of claim costs.

Since 2020, the City has experienced positive claim activity, until this year. Due to some large claims **$555,000** is being requested from the fund to cover the overage

With the addition of HAP high deductible plan, prescription and health costs were higher than originally expected.

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RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following Budget Amendment# 2025-6 is authorized:

		INCREASE (DECREASE)
GENERAL FUND		
REVENUES		
Property Tax Revenue	$	17,125
State Sources		74,110
Other Revenue		48,750
Interest Income		503,255
TOTAL REVENUES	**$**	**643,240**
APPROPRIATIONS		
City Council		
Other Services and Charges		(3,000)
Finance Department		
Personnel Services		22,500
Other Services and Charges		10,000
Integrated Solutions - Facility Management		
Other Services and Charges		20,000
Fire Department		
Personnel Services		306,625
Other Services and Charges		134,750
Community Development - Building		
Personnel Services		150,000
TOTAL APPROPRIATIONS	**$**	**640,875**
Net Increase (Decrease) to Fund Balance	**$**	**2,365**

Ending Fund Balance	**$12,646,867**
Fund Balance as a % of total annual expenditures	**29%**

			INCREASE (DECREASE)
PARKS, RECREATION, & CULTURAL SERVICES FUND			
REVENUES			
	State Sources	$	4,860
	Program Revenue		41,500
	Donations		15,000
	Older Adult Program Revenue		1,510
TOTAL REVENUES		**$**	**62,870**
APPROPRIATIONS			
752	Other Services and Charges	$	20,000
752	Capital Outlay		232,000
756	Program Expenditures		24,380
757	Older Adult Program Expenditures		(98,020)
757	Capital Outlay		(40,490)
TOTAL APPROPRIATIONS		**$**	**137,870**
Net Increase (Decrease) to Fund Balance		**$**	**(75,000)**
Ending Fund Balance			**$911,681**
Fund Balance as a % of total annual expenditures			**23%**
LIBRARY FUND			
REVENUES			
	Property tax revenue	$	(6,490)
	State sources		3,049
	Fines and forfeitures		400
	Interest Income		11,828
	Other Revenue		15,908
	Donations		6,006
TOTAL REVENUES		**$**	**30,701**
APPROPRIATIONS			
	Personnel Services	$	(26,712)
	Supplies		(3,700)
	Other Services and Charges		(32,200)
TOTAL APPROPRIATIONS		**$**	**(62,612)**
Net Increase (Decrease) to Fund Balance		**$**	**93,313**

	INCREASE (DECREASE)
LIBRARY CONTRIBUTION FUND	
REVENUES	
Donations	27,327
Interest Income	34,948
TOTAL REVENUES	**$ 62,275**
APPROPRIATIONS	
Supplies	16,027
Capital Outlay	(109,916)
TOTAL APPROPRIATIONS	**$ (93,889)**
Net Increase (Decrease) to Fund Balance	**$ 156,164**
2008 LIBRARY CONSTRUCTION DEBT FUND	
APPROPRIATIONS	
Debt Service	500
TOTAL APPROPRIATIONS	**$ 500**
Net Increase (Decrease) to Fund Balance	**$ (500)**
CAPITAL IMPROVEMENT PROGRAM (CIP) FUND	
REVENUES	
State Sources	$ 22,980
Donations	24,700
TOTAL REVENUES	**$ 47,680**
APPROPRIATIONS	
Capital Outlay	$ 98,000
TOTAL APPROPRIATIONS	**$ 98,000**
Net Increase (Decrease) to Fund Balance	**$ (50,320)**
GUN RANGE FACILITY FUND	
REVENUES	
Interest Income	11,000
Licenses, Permits, and Charges for Services	42,000
TOTAL REVENUES	**$ 53,000**
Net Increase (Decrease) to Fund Balance	**$ 53,000**

	INCREASE (DECREASE)
ICE ARENA FUND	
REVENUES	
Program Revenue	228,000
TOTAL REVENUES	**$ 228,000**
APPROPRIATIONS	
Other Services and Charges	210,000
TOTAL APPROPRIATIONS	**$ 210,000**
Net Increase (Decrease) to Fund Balance	**$ 18,000**
SELF INSURANCE - HEALTH CARE FUND	
REVENUES	
Interest Income	100,000
TOTAL REVENUES	**$ 100,000**
APPROPRIATIONS	
Personnel Services	655,000
TOTAL APPROPRIATIONS	**$ 655,000**
Net Increase (Decrease) to Fund Balance	**$ (555,000)**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi at a regular meeting held on June 23, 2025.

Cortney Hanson
City Clerk

Budget Amendment# 2025-6 - June 23, 2025

GL #	Project/Item Description	Budget Category	Amount
General Fund 101			
Revenues			
101-000.00-445.000	Penalty and interest	Property tax revenue	$ 17,125
101-000.00-676.100	Insurance Reimbursement	Other revenue	48,750
101-000.00-573.000	State Grants - Local Comm Stab	State sources	14,110
101-000.00-574.000	State revenue sharing	State sources	60,000
101-000.00-665.000	Interest on investments	Interest income	145,000
101-000.00-665.700	Interest on Trust and Agency Funds	Interest income	358,255
			$ 643,240
Expenditures			
101-101.00-956.101	Conferences and workshops	Other services and charges	(3,000)
101-191.00-704.250	Final Payout	Personnel services	22,500
101-191.00-816.000	Professional services	Other services and charges	10,000
101-265.00-922.000	Electricity	Other services and charges	20,000
101-336.00-704.200	Wages - Stipend	Personnel services	106,625
101-336.00-705.310	POC firefighters-pretraining	Personnel services	90,000
101-336.00-705.350	Auxiliary firefighters	Personnel services	110,000
101-336.00-741.337	Uniforms - New recruits	Other services and charges	15,000
101-336.00-804.002	Medical Service - New Recruit Candidates	Other services and charges	14,300
101-336.00-882.300	Recruitment - Paid on Call	Other services and charges	16,700
101-336.00-957.005	Recruitment Training	Other services and charges	40,000
101-336.00-935.000	Vehicle maintenance	Other services and charges	48,750
101-371.00-704.000	Permanent salaries	Personnel services	150,000
			$ 640,875
		Net Increase (decrease) to fund balance	**$ 2,365**
	Ending Fund Balance	**$12,646,867**	
	Fund Balance as a % of total annual expenditures	**29%**	
Parks, Recreation, and Cultural Services Fund 208			
Revenues			
208-000.00-573.000	State Grants - Local Comm Stab	State sources	$ 4,860
208-000.00-675.205	Villa Barr Donations (Parks Foundation)	Donations	12,500
208-000.00-674.900	Contributions	Donations	2,500
208-000.00-653.001	Adult softball league	Program revenues	15,500
208-000.00-653.020	Sportsfield rentals	Program revenues	11,500
208-000.00-653.319	Youth flag football	Program revenues	14,500
208-752.00-653.557	Older Adults - Transportation	Older Adult Program Revenues	(8,490)
208-000.00-653.564	Older Adults - Massage	Older Adult Program Revenues	6,000
208-000.00-653.567	Older Adults - Fitness	Older Adult Program Revenues	4,000
			$ 62,870
Expenditures			
208-752.00-802.100	Bank Service Charges	Other services and charges	$ 20,000
208-756.00-922.000	Electricity	Other services and charges	25,000
208-756.00-960.006	Youth basketball league	Other services and charges	8,250
208-756.00-960.642	Dance Programs	Program expenditures	25,000
208-756.00-960.644	Art Programs	Program expenditures	12,000
208-756.00-960.509	Sports Camp	Program expenditures	(41,390)
208-757.00-983.084	LDV034 LDV 207 - PRCS OAS	Capital Outlay	(40,490)
208-752.00-977.091	Villa Barr Pathway	Capital Outlay	300,000
208-752.00-977.092	Villa Barr Pathway (allocated to CIP)	Capital Outlay	(68,000)
208-752.00-960.557	Older Adults - Transportation	Older Adult Program Expenditures	(112,500)
208-757.00-960.564	Older Adults - Massage	Older Adult Program Expenditures	6,000
208-757.00-960.567	Older Adults - Fitness	Older Adult Program Expenditures	4,000
			-
			$ 137,870
		Net Increase (decrease) to fund balance	**$ (75,000)**
	Ending Fund Balance	**$911,681**	
	Fund Balance as a % of total annual expenditures	**23%**	

GL #	Project/Item Description	Budget Category	Amount
	Library Fund 271		
Revenues			
271-000.00-402.000	Property Tax Revenue - Current Levy	Property Tax Revenue	$ 549
271-000.00-415.000	Property Tax Revenue - County Chargebacks	Property Tax Revenue	(7,039)
271-000.00-567.000	State Aid	State Sources	9,947
271-000.00-573.000	State Grants - Local Comm Stabilization	State Sources	(6,898)
271-000.00-659.000	Library Book Fees	Fines and Forfeitures	400
271-000.00-669.500	Gain (loss) on Investment	Interest Income	11,828
271-000.00-674.289	Adult Programs	Donations	6,006
271-000.00-675.000	Miscellaneous Income	Other Revenue	500
271-000.00-675.006	Car Charging Revenue	Other Revenue	30
271-000.00-675.100	Copier	Other Revenue	5,000
271-000.00-675.300	Meeting Room	Other Revenue	10,000
271-000.00-675.404	Novi Township Assessment	Other Revenue	378
			$ 30,701
Expenditures			
271-000.00-704.000	Permanent Salaries	Personnel Services	$ (32,405)
271-000.00-704.210	Vacation Payout	Personnel Services	(2,342)
271-000.00-704.250	Final Payout	Personnel Services	6,922
271-000.00-705.000	Temporary Salaries	Personnel Services	(25,267)
271-000.00-715.000	Social Security	Personnel Services	(4,000)
271-000.00-716.000	Insurance	Personnel Services	22,000
271-000.00-716.200	HAS - Employer Contribution	Personnel Services	900
271-000.00-716.999	Insurance - Employee Reimbursement	Personnel Services	(3,500)
271-000.00-717.000	Workers Compensation	Personnel Services	200
271-000.00-718.000	Pension - DB Normal Cost	Personnel Services	(4,320)
271-000.00-718.200	Pension - Defined Contribution	Personnel Services	16,000
271-000.00-719.000	Unemployment Insurance	Personnel Services	(900)
271-000.00-740.000	Operating Supplies	Supplies	6,800
271-000.00-740.200	Supplies - Desk Chairs and Cabinets	Supplies	(3,500)
271-000.00-741.000	Supplies - Uniform	Supplies	(500)
271-000.00-742.010	Library Books - Lending	Supplies	(7,000)
271-000.00-745.300	Electronic Resources (CD Rom Materials)	Supplies	500
271-000.00-802.000	Data Processing	Other Services & Charges	(700)
271-000.00-816.000	Professional Services	Other Services & Charges	(5,000)
271-000.00-817.000	Custodial Services	Other Services & Charges	(3,500)
271-000.00-820.001	Insurance Deductibles/Uninsured Claims	Other Services & Charges	(10,000)
271-000.00-851.000	Telephone	Other Services & Charges	1,300
271-000.00-922.000	Electricity	Other Services & Charges	(9,500)
271-000.00-935.000	Vehicle Maintenance	Other Services & Charges	300
271-000.00-936.300	Grounds Maintenance	Other Services & Charges	(5,000)
271-000.00-942.100	Records Storage	Other Services & Charges	(100)
			$ (62,612)
		Net Increase (decrease) to fund balance	**$ 93,313**
	Library Contribution Fund 272		
Revenues			
272-000.00-665.000	Interest in Investmnents	Interest Income	$ 12,753
272-000.00-669.500	Gain (loss) on Investments	Interest Income	22,195
272-000.00-674.036	Diversity, Equity, & Inclusion	Donation	(500)
272-000.00-674.046	Makerspace Renovation Revenue	Donation	3,822
272-000.00-674.229	Raising a Reader Sponsors	Donation	(1,000)
272-000.00-674.230	Collections/Materials Revenue	Donation	4,638
272-000.00-674.231	Buildings/Ground/Furniture Revenue	Donation	3,069
272-000.00-674.232	Programming Revenue	Donation	11,598
272-000.00-674.233	Technology Library Revenue	Donation	(1,000)
272-000.00-674.234	Undesignated Misc Donations	Donation	(1,000)
272-000.00-674.235	Marketing Sponsorships	Donation	7,700
			$ 62,275
Expenditures			
272-000.00-742.046	Makerspace iCube	Supplies	$ 1,000
272-000.00-742.230	Collections/Materials Expense	Supplies	4,638
272-000.00-742.231	Buildings/Ground/Furniture Expense	Supplies	1,000
272-000.00-742.232	Programming Expenditures	Supplies	10,589
272-000.00-742.234	Undesignated Misc	Supplies	(300)
272-000.00-742.236	Staff Recognition	Supplies	(900)
272-000.00-976.000	Builfing Improvements	Capital Outlay	(19,000)
272-000.00-976.140	Automated Return System	Capital Outlay	(86,152)
272-000.00-976.141	Main Entrance Design	Capital Outlay	(18,000)
272-000.00-976.143	Wifi Upgrade	Capital Outlay	13,236
			$ (93,889)
		Net Increase (decrease) to fund balance	**$ 156,164**

GL #	Project/Item Description	Budget Category	Amount
Library Construction Fund (371)			
Expenditures			
371-000.00-994.000	Interest expense	Debt service	$ 500
			$ 500
		Net Increase (decrease) to fund balance	**$ (500)**
Capital Improvement Program 401			
Revenues			
401-000.00-665.018	Splash Pad/Parks Foundation	Donations	$ 7,200
401-000.00-674.000	contributions and Donations	Donations	17,500
401-000.00-573.000	State Grants - Local Comm Stabilization	State sources	22,980
			$ 47,680
Expenditures			
401-752.00-977.091	Villa Barr Pathway	Capital Outlay	$ 68,000
401-301.00-977.044	Public Safety Building	Capital Outlay	30,000
			$ 98,000
		Net Increase (decrease) to fund balance	**$ (50,320)**
Gun Range Facility Fund 409			
Revenues			
409-000.00-632.200	Police - firearms range rental	Licenses, permits & charges for services	$ 42,000
409.000.00-665.000	Interest in investments	Interest income	11,000
			$ 53,000
		Net Increase (decrease) to fund balance	**$ 53,000**
Ice Arena Fund 570			
Revenues			
570-000.00-653.801	Youth hockey and ice rentals	Program revenue	$ 186,000
570-000.00-653.805	Learn to skate	Program revenue	42,000
			$ 228,000
Expenditures			
570-000.00-817.100	Management contract - staff costs	Other services and charges	$ 100,000
570-000.00-934.000	Building maintenance	Other services and charges	110,000
			$ 210,000
		Net Increase (decrease) to fund balance	**$ 18,000**
Self Insurance - Health Care Fund 677			
Revenues			
677-000.00-665.000	Interest in investments	Interest income	$ 100,000
			$ 100,000
Expenditures			
677-677.00-716.002	Health Insurance Claims	Personnel services	$ 600,000
677-677.00-716.003	Pharmacy Claims	Personnel services	25,000
677-677.00-716.004	Stop Loss Insurance	Personnel services	30,000
			$ 655,000
		Net Increase (decrease) to fund balance	(555,000)

CITY OF NOVI CITY COUNCIL
JUNE 23, 2025

SUBJECT: Consideration of Fireworks Permit by Eddie Hesano for a display to be held on Saturday, July 19th, 2025, on Walled Lake.

SUBMITTING DEPARTMENT: City Clerk

KEY HIGHLIGHTS:

- Eddie Hesano is asking for permission to have a fireworks display on Walled Lake after dusk on Saturday, July 19th, 2025.
- The fireworks show would be launched from a barge in the center of Walled Lake.
- Great Lakes Fireworks, LLC will oversee the show and has done so on several fireworks displays in Novi over the past several years.

BACKGROUND INFORMATION:

The Michigan Fireworks Safety Act requires the applicant to furnish adequate insurance coverage with the Fireworks Permit Application. The Certificate of Liability Insurance is acceptable and provides an endorsement listing the City of Novi as an Additional Insured.

The Novi Fire Department has conducted a site inspection, and an additional inspection will occur once the show is complete. Additional Police and Fire Department personnel will be assigned for the duration of the event to ensure that all safety measures and processes are adhered to according to the fireworks permit.

This application was received before changes to the Fireworks Ordinance became effective on June 3, 2025. However, the new ordinance does still apply to the request, since there was no action on the application before the effective date. As a reminder, the new ordinance includes standards for Council review of applications as follows:

> c. The city council may, but is not obligated to, issue a permit in consideration of whether:

1. The permit application is complete and conforms to the requirements of this chapter.

2. The proposed discharge of fireworks will have an adverse effect upon the public.

3. The time, duration and location of the fireworks will unreasonably disturb the peace of neighboring property owners.

4. Any other reason that affects the public health, safety, and welfare.

RECOMMENDED ACTION:

Approve the request for Fireworks Permit by Eddie Hesano to be operated by Great Lakes Fireworks, LLC, on Saturday, July 19th, 2025 on Walled Lake, because the application appears to be complete and because the proposed display is similar to others in previous years and there have not been significant complaints as to the nature and extent of the display and the event is close in time to other displays for the 4th of July holiday such that it is less likely to cause a disturbance of the peace.

--OR--

Deny the request for Fireworks Permit by Eddie Hesano to be operated by Great Lakes Fireworks, LLC, on Saturday, July 19th, 2025 on Walled Lake, because the proposed discharge is not for a recognized public purpose or holiday and would unnecessarily disturb the peace of the surrounding area with sustained loud noises and have an adverse effect on the public as a result.

2025 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY
DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256	The **LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD** will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

TYPE OF PERMIT(S) (Select all applicable boxes)

- ☐ Agricultural or Wildlife Fireworks
- ☐ Articles Pyrotechnic
- ☑ Display Fireworks
- ☑ Public Display
- ☐ Private Display
- ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT	ADDRESS OF APPLICANT	AGE OF APPLICANT 18 YEARS OR OLDER
Eddie Hesano	136 E. Walled Lake DR., Walled Lake, MI 48390	■ YES ☐ NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER	ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR	ADDRESS OF PYROTECHNIC OPERATOR	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER
Elizabeth Overfield.		■ YES ☐ NO

NO. YEARS EXPERIENCE	NO. DISPLAYS	WHERE
25+	800+	Throughout Michigan

NAME OF ASSISTANT	ADDRESS OF ASSISTANT	AGE OF ASSISTANT 18 YEARS OR OLDER
Robert Overfield		■ YES ☐ NO
NAME OF OTHER ASSISTANT		AGE OF OTHER ASSISTANT 18 YEARS OR OLDER
TBD		■ YES ☐ NO

EXACT LOCATION OF PROPOSED DISPLAY

Offshore of 1159 East Lake Road, Novi, MI 48337 on 2 Platforms

DATE OF PROPOSED DISPLAY	TIME OF PROPOSED DISPLAY
July 19, 2025	Approx. 10:00PM

MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT

Stored at Federally Licensed Facility Until Date of Display

AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT)	NAME OF BONDING CORPORATION OR INSURANCE COMPANY
$5,000,000	Acrisure Great Lakes

ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY

One Cleveland Center, 1375 E. 9th St. 30th Floor, Cleveland, OH 44114

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)
450	3" Display Shells
160	4" Display Shells
100	5" Display Shells
70	6" Display Shells
8	8" Display Shells
8	Various Barrage Cakes 3" and smaller in diameter

SIGNATURE OF APPLICANT	DATE
Eddie Hesano	5/14/2025

2025 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The **LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD** will not discriminate against any individual or group because of race, sex, religion, age, national origin,color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes)

☐ Agricultural / Wildlife Fireworks ☐ Articles Pyrotechnic ☑ Display Fireworks

☑ Public Display ☐ Private Display

☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY.

PERMIT(S) EXPIRATION DATE
(ENTER DATE OF EXPIRATION)

NAME OF PERSON PERMIT ISSUED TO: Eddie Hesano

AGE (18 YEARS OR OLDER) ■ YES ☐ NO

ADDRESS OF PERSON PERMIT ISSUED TO: 136 E. Walled Lake DR., Walled Lake, MI 48390

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION:

ADDRESS:

NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary)

450 3" Display Shells
160 4" Display Shells
100 5" Display Shells
70 6" Display Shells
8 8" Display Shells

8 Varrious Barrage Cakes 3" and smaller in diameter

EXACT LOCATION OF DISPLAY OR USE: Offshore of 1159 East Lake Road, Novi, MI 48337 on 2 Platforms

CITY, VILLAGE, TOWNSHIP	DATE	TIME
Walled Lake	July 19, 2025	Approx. 10:00PM

BOND OR INSURANCE FILED: ☑ YES ☐ NO

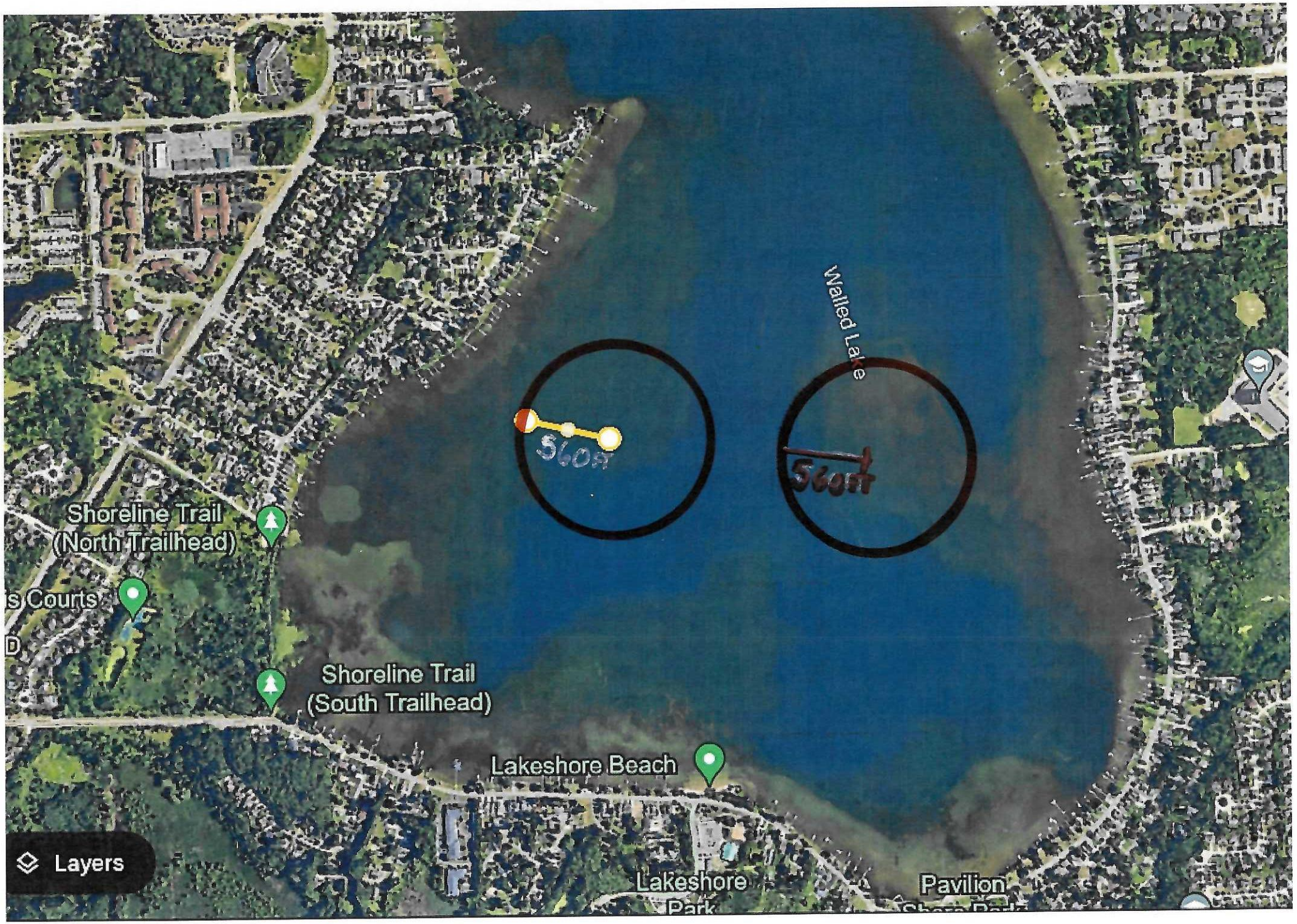
AMOUNT: $5,000,000

Issued by action of the Legislative Body of the

☐ City ☐ Village ☐ Township of _____ on the _____ day of _____ , 2025.

(Signature and Title of Legislative Body Representative)

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT


Walled Lake
560A
560B
Shoreline Trail
(North Trailhead)
s Courts
D
Shoreline Trail
(South Trailhead)
Lakeshore Beach
Layers
Lakeshore
Park
Pavilion

Shoot Site

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/14/2025

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

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

PRODUCER
Acrisure Great Lakes Partners Insurance Services
223 West Grand River Ave #1
Howell MI 48843

License#: BR-1796277
GREALAK-88

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 **FAX (A/C, No):** 216-658-7101
E-MAIL ADDRESS: info@brittongallagher.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Company	10851
INSURER B : AXIS Surplus Insurance Company	26620
INSURER C : Everest Denali Insurance Company	16044
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Great Lakes Fireworks LLC
P.O. Box 276
West Branch MI 48661

COVERAGES **CERTIFICATE NUMBER:** 985907168 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	GCI0010160-251	1/26/2025	1/26/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	GCD0010069-251	1/26/2025	1/26/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	P-001-001560155-01	1/26/2025	1/26/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability and Auto Liability policies where required by written agreement.
Display Date: July 19, 2025 Rain Date: July 20, 2025 Location: Floating Platforms on north end of Walled Lake, Walled Lake, MI
RE: General Liability, the following are named as additionally insured in respects to the negligence of the named insured:
City of Walled Lake and all its elected and appointed officials, employees, volunteers, boards, commissions, and/or other authorities. City of Novi and all its elected and appointed officials, employees , volunteers, boards, commissions, and/or other authorities. The Estate of Larry Kern of 1159 East Lake Road, Novi, MI 48337

CERTIFICATE HOLDER

Barrels of Wine
C/O Eddie Hesano
136 East Walled Lake Drive
Walled Lake MI 48390
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ANY PERSON OR LEGAL ENTITY IN WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT, OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED**.** City of Novi
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.

C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:

1. The Limits of Insurance required by the written agreement between the parties; or

2. The Limits of Insurance provided by this Coverage Part.

D. With respect to the insurance afforded to an additional insured, the following additional exclusion applies:

This insurance does not apply to “bodily injury”, "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

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Includes copyrighted material of Insurance Services Office, Inc., used with its permission.

Card Holder Address
City: **State:** **Zip:**
Drivers Lic #: U 758 213 **Exp:** 08/06/2024
Date of Birth: 08/06/1984

Business Name:
Business Address:
City: **State:** **Zip:**

Height: 5'07" **Eyes:** Brown
Hair Brown

This Card is not transferable

The Pyrotechnics Guild International, Inc.

Certifies That

Elizabeth Overfield

Has successfully completed the PGII Display Fireworks Operator Certification and Safety Program, requiring attendance at lectures and demonstrations, a passing score on a written examination, and documented display fireworks shooting experience.

Performance by the holder of this certificate is beyond the control of the PGII. This organization makes no warranty as to the holder's future performance.

John R. Steinberg, PGII Course Administrator

August 14, 2024
Date

MEMORANDUM

cityofnovi.org

TO: Melissa Morris, Deputy City Clerk

FROM: Alan Hall, Deputy Director of Community Development ASH

SUBJECT: FIREWORK DISPLAY – EDDIES BARREL OF WINE

DATE: 06/09/25

- ☐ Auctions
- ☐ Liquor license
- ☐ Arcade license
- ☐ Massage license
- ☐ Outdoor gathering
- ☐ Outdoor seating
- ☒ Other: Walled Lake Fireworks Display July 19, 2025

From building safety standpoint, the Building Division does not object to the proposed fireworks show being held on Walled Lake on July 19, 2025, no exceptions taken. Should you have any further questions with regards to this matter please feel free to contact me at (248) 347-0417.

May 28, 2025

TO: City Clerk - Cortney Hanson

FROM: Fire Marshal – Andrew Copeland

RE: Fireworks display for Barrels of Wine (C/O Eddie Hesano), 136 E. Walled Lake Dr. Walled Lake Michigan 48390.

Date/Time: July 19, 2025 @ approx.. 10pm.

The loading of the fireworks onto two barges and lighting off of the fireworks has been reviewed under the following:

- **2015 International Fire Code** (City adopted Fire Prevention Code)
- **P.A. 328 of 1931** as Amended, State of Michigan Fireworks Law
- **NFPA 1123**, Code for Fireworks Display

RECOMMENDED for APPROVAL.

1. Elizabeth Overfield is named the operator. A copy of her license is attached, and received a copy of the pyrotechnic operator's license. Robert Overfield is named the assistant.

2. On the application, the exact location of proposed display is off the shore of Eddies Barrels of Wine 136 E Walled Lake Dr. This is on Walled Lakes side of the lake.

3. The application states that the fireworks will be lite offshore from 1159 E. Lake Dr, Novi.

4. Absolutely no smoking or use of open flames in the safety zone.

5. All unauthorized personnel and the general public will be kept away during the fireworks being loaded onto the barge.

6. The storage method and location of the fireworks prior to the show shall be provided and shall be in compliance with NFPA 1123, at no time shall the storage of fireworks be left unattended.

7. The installation of the motor tubes and racks or other launch devices shall be inspected prior to the loading of any pyrotechnics device by a fire department representative.

CITY COUNCIL

Mayor
Justin Fischer

Mayor Pro Tem
Laura Marie Casey

Dave Staudt

Brian Smith

Ericka Thomas

Matt Heintz

Priya Gurumurthy

City Manager
Victor Cardenas

Director of Public Safety
Chief of Police
Erick W. Zinser

Fire Chief
John B. Martin

Assistant Chief of Police
Scott R. Baetens

Assistant Fire Chief
Todd Seog

Novi Public Safety Administration
45125 Ten Mile Road
Novi, Michigan 48375
248.348.7100
248.347.0590 fax

cityofnovi.org

This fireworks show is proposed to have 8.0" shell(s) as the largest shell to be shot off. This review and approval is based on this information and the submittal. **At no time shall a shell larger than 8.0" be used in this show.**

It shall be noted, that whenever, in the opinion of the Fire Chief or his designee, any hazardous condition exists, the fireworks loading shall be postponed until the condition is corrected. This is to include no rain prior to event.

Sincerely,

Andrew Copeland – Fire Marshal
City of Novi Fire Department

CITY OF NOVI CITY COUNCIL
JUNE 23, 2025

SUBJECT: Consider awarding engineering services to OHM Advisors for the design of stream mitigation efforts related to Bishop Creek impacting various road construction projects, in the amount of $114,000.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- The preliminary design services being proposed will cover data collection and EGLE permit document preparation needed for stream mitigation for both the RCOC's 12 Mile Road Widening and the Crescent/ Lee BeGole extension.
- The permit applications for stream impacts and stream mitigation will need to be submitted by September to keep project(s) on schedule.
- Combining project mitigation efforts is efficient and provides economy of scale.

FINANCIAL IMPACT

	FY 2024/25
EXPENDITURE REQUIRED	**$ 114,000**
BUDGET **Drain Fund 211-445.00-975.135**	**$ 136,800**
APPROPRIATION REQUIRED	**$ 0**
FUND BALANCE IMPACT	**$ 0**

BACKGROUND INFORMATION:

The City plans to connect Crescent Boulevard to Lee BeGole Drive where the roads currently dead end to improve access to the DPW and to the potential future site of the City's public safety headquarters. Conceptual plans have Lee BeGole Drive shifted

to the east and include a roundabout at the 11 Mile Road intersection. This would also allow Lee BeGole Drive to align properly for a possible future extension to Grand River Avenue.

The project area has also been identified as a suitable location for proposed stream mitigation that is required for the 12 Mile Road Widening project, which the Road Commission of Oakland County (RCOC) is leading, in partnership with the City. The Lee BeGole Drive extension will also have stream impacts that will require mitigation and permitting through the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The preliminary design services being proposed through this award will cover data collection and permit document preparation needed for both the 12 Mile Road stream mitigation and the Crescent/Lee BeGole extension.

Adding in mitigation requirements from the 12 Mile Road project, there are multiple areas to be addressed. The existing enclosure of Bishop Creek west of Lee BeGole Drive on acquired City property will be opened to provide stream mitigation. The Bishop Creek enclosure within Lee BeGole right-of-way under the new roadway will be replaced with a structure having greater hydraulic capacity. East of Lee BeGole Drive additional stream area may be mitigated to balance the projects (based on scenarios in the technical memo attached). The wide array of permits for these two projects will require significant time and effort ahead of the formal project design thus necessitating this scope of preliminary design engineering services.

OHM prepared a scope of services for the preliminary design of the Lee BeGole Road extension. The attached proposal outlines the detailed scope of services. The design fee will be $114,000, which is based on a general consulting hourly rate from the City's consultant fee table. Preliminary design would begin immediately following the award and is expected to be completed in August 2025. The permit applications for stream impacts and stream mitigation associated with both projects will need to be submitted by September to keep both projects on schedule. Should the bond proposal for the public safety headquarters pass, OHM would submit another design scope for detailed roadway and utility design.

RECOMMENDED ACTION: Approval to award engineering services to OHM Advisors for the preliminary design of stream mitigation efforts related to the Crescent/ Lee BeGole Road Extension and 12 Mile Road Widening projects, in the amount of $114,000.

Crescent/Lee BeGole Drive Extension & Stream Mitigation Sites

Location Map

Map Author: Runkel
Date: 6-10-25
Version #: 1.0

MAP INTERPRETATION NOTICE

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

- Proposed Road Project Limits
- Stream Mitigation Area - 12 Mile Rd Site
- Stream Mitigation Area - Lee BeGole Site
- Additional Mitigation Area, if needed

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

0 75 150 300 450
Feet
1 inch = 360 feet

May 27, 2025

Mr. Jeffrey Herczeg
Director of Public Works
City of Novi - Department of Public Works
26300 Lee BeGole Drive
Novi, MI 48375

RE: Scope of Preliminary Design Engineering Services
Crescent / Lee BeGole Extension

Dear Mr. Herczeg:

Per your request, the following outlines our proposed scope of services and fee to perform preliminary design engineering, for the above referenced project. This summary includes our project understanding, proposed scope of work, assumptions, schedule, and fee.

PROJECT UNDERSTANDING

The City of Novi has long planned to extend Crescent Boulevard to Lee BeGole Drive to create an additional "ring road" loop and improve traffic access for the DPW facility. As part of the overall master plan, the City acquired property to facilitate the roadway connection and to expand public facilities in the area. The acquired property along Lee BeGole Drive has been identified as the location for the City to construct a new Public Safety Headquarters. As such, the new roadway alignment will be shifted to the east and a roundabout constructed at the intersection with 11 Mile Road. This roadway connection would provide a link between Novi Road and 11 Mile Road and provide a critical second access route for the Public Safety and DPW facilities. The City also sought to realign the roadway approach to 11 Mile Road in order to provide optimal alignment for a future southern extension to Grand River Avenue.

Additionally, this site has been identified as the location for proposed stream mitigation that is required as part of the 12 Mile Road Reconstruction project that is being undertaken in partnership with the Road Commission for Oakland County (RCOC). The Cresent/Lee BeGole connection will also have stream impacts that will require mitigation and permitting through the Michigan Department of Environment, Great Lake, and Energy (EGLE). Adding in mitigation requirements from 12 Mile Road project there are multiple areas to be addressed. The existing enclosure of Bishop Creek west of Lee BeGole Drive on acquired City property will be opened to provide stream mitigation. The Bishop Creek enclosure within Lee BeGole right-of-way under the new roadway will be replaced with a structure having greater hydraulic capacity. East of Lee BeGole Drive additional stream area may be mitigated to balance the projects. The wide array of permits for these two projects will require significant time and effort ahead of the formal project design thus necessitating this scope of preliminary design engineering services. The permit applications for stream impacts and stream mitigation associated with both projects will need to be submitted by September in order to keep both projects on schedule. If the bond proposal passes in August, a separate design scope will be approved for the detailed roadway and utility design for the Cresent/Lee BeGole connection.

OHM Advisors®
2365 PONTIAC RD, SUITE 201
AUBURN HILLS, MICHIGAN 48326
T 248.751.3100
F 248.287.4201
OHM-Advisors.com

SCOPE OF SERVICES

The following outlines our work plan to accomplish the scope of services for this project as noted above:

TASK 1: TOPOGRAPHIC SURVEY AND DATA COLLECTION

- Organize and attend a kickoff meeting with City staff to review project objectives, prepare design criteria, and establish a specific delivery schedule.
- Review existing utility information and record drawings for the project area.
- Perform a site review to identify elements that are sensitive to project which includes driveway locations, access issues, geometric deficiencies, drainage features, wetlands, and utility facilities within the project area.
- Perform topographic survey of the project area and prepare existing conditions plans.
- Schedule and attend a pre-application meeting with EGLE and City to discuss impacts.
- Perform a wetland delineation of the project area and provide appropriate documentation of the same.
    - OHM will conduct a desktop review of aerial imagery, National Wetland Inventory (NWI) and USDA NRCS hydric soil maps, region WETS data, and National Cooperative Soil Survey data to estimate extents of existing wetlands throughout the project area, followed by a field investigation and formal wetland delineation. Conduct of the wetland delineation will conform to protocols and guidance provided in the 1987 US Army Corps of Engineers (USASCE) Wetlands Delineation Manual and the Northcentral Northeast Regional Supplement to the same. Wetland boundary flagging will be used to mark wetland boundaries in the field and georeferenced to sub-foot accuracy using GPS/GNSS survey equipment. Wetland boundary location data will be presented in a format suitable for import into CAD or specified software. OHM will provide a technical memorandum summarizing the conduct and findings of the wetland delineation, including wetland delineation field datasheets and wetland site map with wetland boundaries and sample points, to support JPA package preparation and submittal.
- Perform initial regulatory agency coordination and conduct a reconnaissance survey for native mussels within the project area to supplement a mussel reconnaissance survey along Bishop Creek performed in 2024 as part of the 12 Mile Rd Reconstruction stream mitigation investigation.
    - OHM will coordinate with MDNR Fisheries Biologists to determine the most efficient, cost-effective survey approach for this site, in accordance with the Michigan Freshwater Mussel Survey Protocols (May 2021, v. 3). This includes phone and virtual meetings with regulatory staff and email communication as needed. If the initial reconnaissance survey indicates mussel presence, additional coordination will be required to obtain approval for collection and relocation. OHM will then implement approved methods—such as viewing buckets, snorkeling, and hand grubbing—to investigate the project area. If mussels are found, a more detailed semi-quantitative survey will be required under State regulations. Bishop Creek is unlisted in the Michigan Mussel Mapper and mussel presence is not anticipated; a semi-quantitative survey has been excluded from this proposal.
    - Per the Michigan Mussel Protocols, all mussel surveys must be conducted when water temperature is greater than 50 F and the air temperature is between 50-90 F. Given the potential for mussels to burrow during the colder months, all surveys must be conducted between **June 1 and October 15**. Relocation efforts should be conducted between **June 1 and September 15** to allow for at least one post relocation monitoring survey required to assess survival of mussels moved to the relocation site.
- Conduct a desktop review of 1) Michigan Natural Features Inventory (MNFI) and 2) United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) portal for historical and spatial occurrence data and habitat requirements to identify potential impacts to state listed or federally listed threatened or endangered species within the project area.
- Conduct a survey for bat roost habitat or hibernacula within the project area.

TASK 2: PERMIT DOCUMENT PREPARATION

- Perform HEC-RAS 1D steady flow hydraulic analysis for the daylighting/relocation of Bishop Creek and for the design of new crossings of Bishop Creek for Lee Begole Drive and for the Crescent Boulevard extension, to include characterization of hydraulic grade line and scour potential at a range of discharges up to the 500-year event.
- Provide documentation of the conduct and findings of the hydraulic analysis to support JPA package preparation and submittal.
- Provide documentation of stream functional loss assessment resulting from the extension of Crescent Boulevard and the realignment of Lee Begole Drive to support the JPA submittal, if so directed by EGLE.
- Provide a stream mitigation plan and a stream mitigation monitoring work plan to support the JPA submittal, if so directed by EGLE.
- Provide documentation of coordination with MDNR and USFWS for mitigation of impacts to threatened and endangered species to support JPA package preparation and submittal.
- Develop horizontal and vertical alignments for proposed stream crossing structures.
- Attend one meeting with the City to review existing site conditions and finalize proposed improvements.
- Prepare preliminary permit drawings with necessary details.
- Coordinate with the Geotechnical Engineer to prepare for future work.
- Prepare and submit JPA package to EGLE.

EXCLUSIONS, ASSUMPTIONS AND CLARIFICATIONS

The following summarizes our assumptions associated with this proposal:

- Bishop Creek has a detailed FEMA Flood Insurance Study (FIS) and a regulatory stream alignment, base flood elevation, floodway boundary, and floodplain boundary (Zone AE). EGLE may require FIRM revision through a CLOMR/LOMR process prior to or as a condition of permit approval for stream daylighting/realignment or for crossing removal, revision or construction. This scope of work does not include preparation or submittal of a CLOMR/LOMR package or other coordination with FEMA. OHM can provide professional services for FIRM revision as part of a separate or amended work order.
- Bishop Creek at Lee Begole Drive has a drainage area of less than two square miles and EGLE is not required to provide peak discharge estimates for hydraulic analysis. The FEMA Flood Insurance Study for Oakland County (FIS Number 26125CV001B) and associated HEC-2 hydraulic model provide design discharges for Bishop Creek which will be used for hydraulic analysis. This scope of work does not include any additional hydrologic analysis.
- This scope of work provides for 1) a field survey for bat roosting habitat within the project area of impact, 2) reconnaissance survey for native mussels within the project area of impact, and 3) and desktop review for other state listed or federally listed Threatened and Endangered species within the project area of impact. Should further coordination with regulatory agencies and/or additional surveys or relocations for protected species be required for permit approval, a separate proposal can be prepared for additional services.
- Stream mitigation for stream impacts resulting from the extension of Crescent Boulevard or the realignment of Lee Begole Drive will be performed along Bishop Creek between the confluence of Bishop Creek and an unnamed tributary immediately south of US I-96, at the upstream limit, and the eastern limit of City-owned property approximately 1000 ft east of Lee Begole Drive, at the downstream limit. Mitigation design or permitting outside of these limits is not provided for in this scope of work.
- The City has acquired all necessary property/right-of-way required for the project and no additional property/ easements will need to be acquired.
- Utility relocations will be coordinated with DTE by the City.

- Geotechnical services are anticipated to be required for the design and construction of this project but are not included in this scope of work. These services will be provided by the City's Geotechnical Consultant under a separate contract.
- The City will be responsible for all permit application fees and permit fees.
- This scope does not cover the remediation or removal of contaminated or hazardous soils or materials.

SCHEDULE

The following outlines our anticipated schedule milestones related to the main tasks of the described work:

- 50% permit package – July 18, 2025
- 100% permit package – August 22, 2025

FEE

Based on the above outlined scope of services and assumptions, our proposed lump sum fee to perform this work is one hundred fourteen thousand dollars ($114,000.00). Our fee derivation is based on the following breakdown:

Task	General Consulting				Cost
	Engineer		Senior Engineer		
	Hours	Rate	Hours	Rate	
1: Survey and Data	420	$125.00	100	$175.00	$70,000
2: Permit Documents	170	$125.00	130	$175.00	$44,000
Total	**590**		**230**		**$114,000**

Thank you for the opportunity to be of service. If you have any questions or require additional information, please contact us. We look forward to working with you on this project.

Sincerely,
OHM Advisors

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

Authorization to Proceed

Signature Date

Printed Name Title

Encl: Project Schematic

cc: Ben Croy, City
Rebecca Runkel, City
Valerie Novaes, OHM
David Conn, OHM
Alex Parent, OHM
File

memorandum

Date: January 16, 2025

To: Jeff O'Brien, PE (RCOC)
cc: Tim Juidici, PE (OHM)
David Conn, PE (OHM)
From: Valerie Novaes, PE (OHM)
John Barbatano, EIT (OHM)

Re: Stream Mitigation at Bishop Creek for 12 Mile Road Reconstruction, Crescent Boulevard/Lee Begole Drive Connection, and Lee Begole Drive Realignment—Requirements, Potential, and Recommendations

The purpose of this memorandum is to 1) present estimates of stream mitigation requirements for the reconstruction of 12 Mile Rd, for the anticipated connection of Crescent Blvd and Lee Begole Dr, and for the anticipated realignment of Lee Begole Dr near the intersection of 11 Mile Rd; 2) summarize stream mitigation potential on City-owned properties along Bishop Creek in the vicinity of the DPW site; and 3) recommend a coordinated stream mitigation strategy for the three projects.

Introduction

OHM has been engaged by the Road Commission for Oakland County (RCOC) to design a reconstruction of 12 Mile Road between Beck Road and Novi Road in Novi, Michigan. Proposed work includes:

- Widening of the road corridor to accommodate new bike/pedestrian paths, additional travel lanes, and the separation of eastbound and westbound traffic with a vegetated median.
- Abandonment of a section of the Davis Drain, removal of the existing CSX/Lake State Railroad culvert crossing of the Davis Drain, and construction of a new culvert crossing of the Davis Drain through the railroad embankment immediately north of the proposed 12 Mile Rd corridor.
- Realignment of the Walled Lake Branch channel, removal of the existing 12 Mile Rd stream crossing of the Walled Lake Branch, and construction of a new stream enclosure beneath 12 Mile Rd

The reconstruction of 12 Mile Rd is expected to result in a net loss of stream function along the Davis Drain and along the Walled Lake Branch. The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has indicated that stream mitigation will be required prior to or concurrent with the reconstruction of 12 Mile Rd as a condition of permit approval, and the stream mitigation will need to be done within the framework of the Michigan Stream Quantification Tool (MISQT).

A planned extension of Crescent Blvd to connect with Lee Begole Dr northwest of the City of Novi's Department of Public Works site off Lee Begole Dr ("the DPW site") and a planned realignment of Lee Begole Dr near the intersection of 11 Mile Rd could also result in net losses of stream function depending on its footprint and adjacent impacts resulting in a very slight risk of mitigation. Stream mitigation for all three projects is contemplated along Bishop Creek on City-owned parcels in the vicinity of the DPW site. OHM has estimated the stream mitigation requirements for each of the three projects and the mitigation potential along Bishop Creek, and prepared a recommendation for stream mitigation focus areas and treatments.

Summary of Findings & Recommendations

The reconstruction of 12 Mile Road is expected to require up to 111 functional feet of stream mitigation. The Crescent Blvd connection is expected to require approximately 85 functional feet of stream mitigation. If mitigation is required for the

realignment of Lee Begole Dr near the intersection with 11 Mile Rd, approximately 10 functional feet of stream mitigation would likely be required. The total combined stream mitigation requirement would be 206 functional feet.

The recommended mitigation strategy for the reconstruction of 12 Mile Rd is removal of a poor condition, 50 ft double barrel RCP culvert across Bishop Creek approximately 130 feet upstream of the DPW stream enclosure ("assumed to be a relic access culvert"; estimated yield: 32 functional ft) and daylighting of approximately 136 ft of the DPW stream enclosure (estimated yield: 79 functional feet) (see Figure 1). The estimated functional feet yield for these two improvements is 111 functional feet.

The recommended mitigation strategy for the Crescent Blvd connection and the realignment of Lee Begole Dr near the intersection with 11 Mile Rd would be to daylight a further 174 ft of the DPW stream enclosure (estimated yield: 101 functional ft) (see Figure 1).

The combined estimated mitigation yield for the three improvements discussed above is 212 functional feet, slightly greater than the anticipated requirement of 206 functional feet. These mitigation strategies represent the best balance between minimizing challenges with site access and constructability, parcel boundaries, utilities conflicts, clearing and revegetation extents, and maximizing mitigation yield efficiency (per stream ft) while maintaining flexibility for future uses of City-owned property.

Detailed design for the Crescent Blvd connection and the Lee Begole Dr realignment have not yet been done and estimates of mitigation requirements refer to conceptual drawings. Estimates of the mitigation requirement from an anticipated Crescent Blvd culvert and estimates of the mitigation yield from the removal of the culvert and the daylighting of the stream enclosure

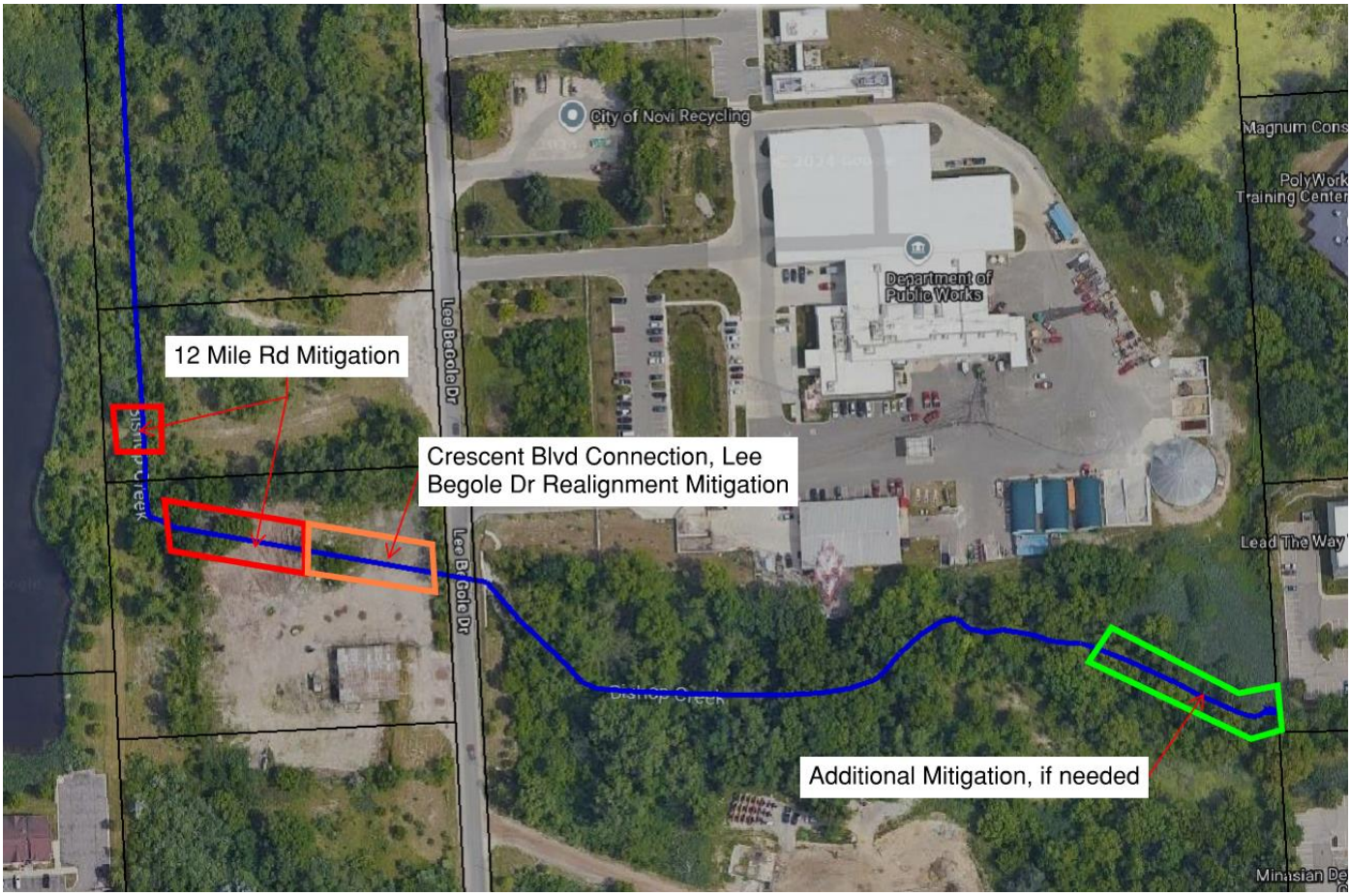


Figure 1. Scenario 1, stream mitigation for 12 Mile Rd reconstruction, Crescent Blvd connection and Lee Begole Dr realignment.

depend on several measures of stream function that can only be taken during the summer. These measures were unavailable for this analysis and reasonable values have been assumed. For these reasons, the eventual mitigation requirement may be higher than currently anticipated and the design mitigation yield from the culvert removal and stream enclosure daylighting may be lower than currently anticipated.

If additional mitigation yield is needed—beyond what can be achieved from removal of the access culvert and the daylighting of the DPW stream enclosure—the recommended mitigation strategy would be to reconnect up to 294 ft of Bishop Creek to a historic floodplain by removing a relic berm along the channel (estimated yield: up to 55 functional feet). This work would begin at the eastern limit of the City-owned parcel to the east of Lee Begole Dr and progress upstream as needed to provide the required mitigation yield (see Figure 1).

Alternative mitigation approaches along Bishop Creek between the confluence with the West Tributary and the eastern limit of the City-owned parcel to the east of Lee Begole Dr are possible, but with increasing effort per functional foot of mitigation yield, greater constructability challenges, and potential to limit or complicate future site use.

A conceptual rendering of the design cross section for culvert removal, stream enclosure daylighting and valley widening mitigation approaches is provided in Figure 2.

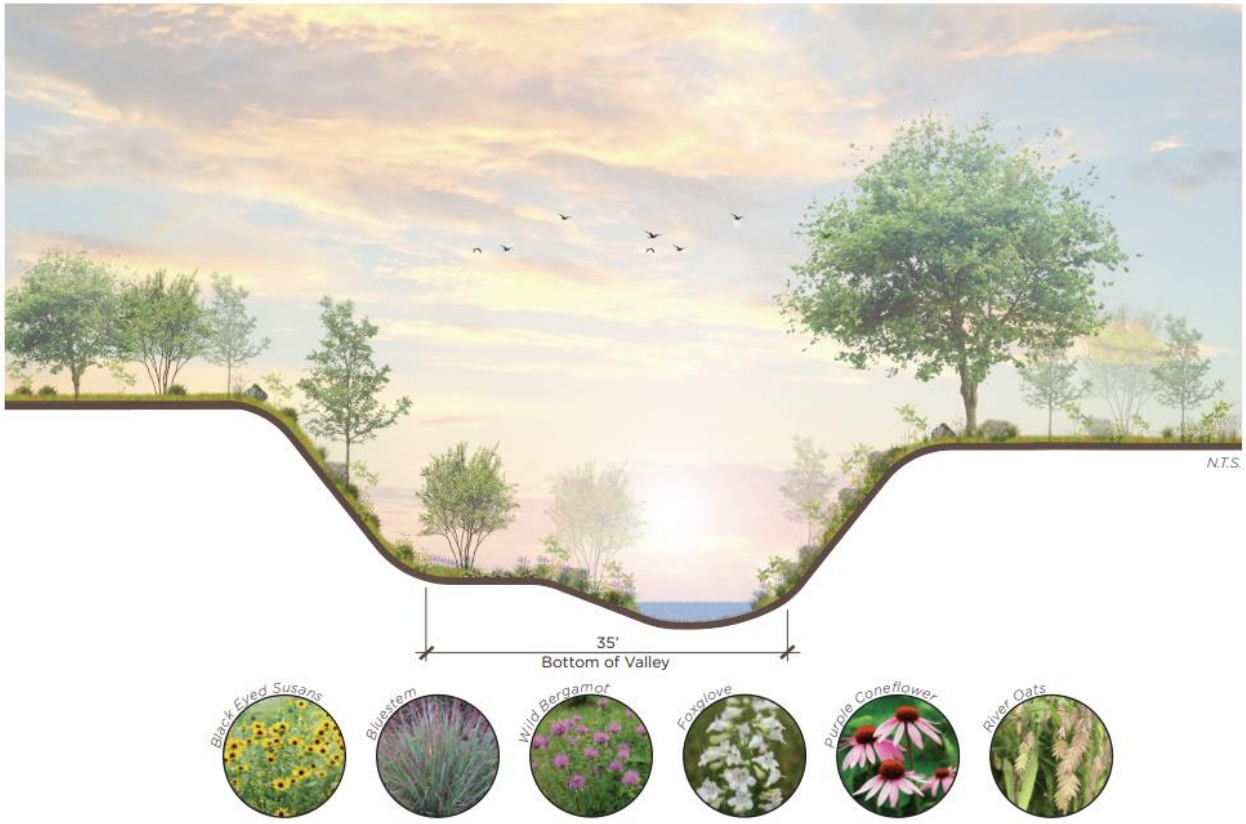


Figure 2. Mitigation design concept for culvert removal, stream daylighting and valley floor widening along Bishop Creek.

Stream Mitigation and the Michigan Stream Quantification Tool (MISQT)

The Michigan Stream Quantification Tool (MISQT) is a stream function quantification framework developed by EGLE for use in stream mitigation. The intent of the MISQT is to allow for direct, quantitative comparisons of different streams, or of the same stream over time. Within the MISQT framework, stream function is expressed in terms of "functional feet," the product of stream length and a dimensionless stream functional score between 0.00 (low function) and 1.00 (high function)

which composites measures of many hydrologic, hydraulic, geomorphological, physicochemical, and biological aspects of stream function.

Functional feet are lost by reducing unenclosed stream length and/or lowering the stream functional score. Functional feet are gained by adding unenclosed stream length and/or increasing the stream functional score. Design performance is expressed in terms of the total provision of functional feet, which allows overperformance in some measures of stream function to compensate for underperformance in others. Dissimilar segments of the same stream are evaluated independently, and stream function may vary significantly between adjacent segments. Enclosed stream segments are assumed to have a functional score of 0.00 and to provide 0.0 functional feet, regardless of the length of the enclosure.

In stream mitigation, the loss of functional feet resulting from project work in one location is offset by an equivalent gain of functional feet resulting from project work in another location (the mitigation site). This analysis refers to the net gain in functional feet at the mitigation site as "mitigation yield."

Some aspects of stream function can be manipulated directly with infrastructure improvements, land use changes, earthwork, or native plantings. Other aspects of stream function appeal to stream processes that can be encouraged through earthwork, woody debris placement, or native plantings, but generally cannot be lastingly assigned during construction. Still other aspects of stream function are strongly influenced by conditions immediately upstream and downstream of the project area and may respond only faintly or not at all to project work.

The mitigation approaches and estimates of mitigation yield discussed below focus almost exclusively on those aspects of stream function which can be manipulated directly during construction, with only a small, risk-adjusted benefit assessed for process-driven aspects of stream function. Aspects of stream function which are strongly influenced by conditions outside of the project area are assumed to be constant.

MISQT Assessments

Between April and July 2024, OHM performed an MISQT field assessment of the Walled Lake Branch and Davis Drain in the vicinity of 12 Mile Road. OHM identified three distinct unenclosed reaches along the Walled Lake Branch and one distinct reach along Davis Drain (Figure 3).

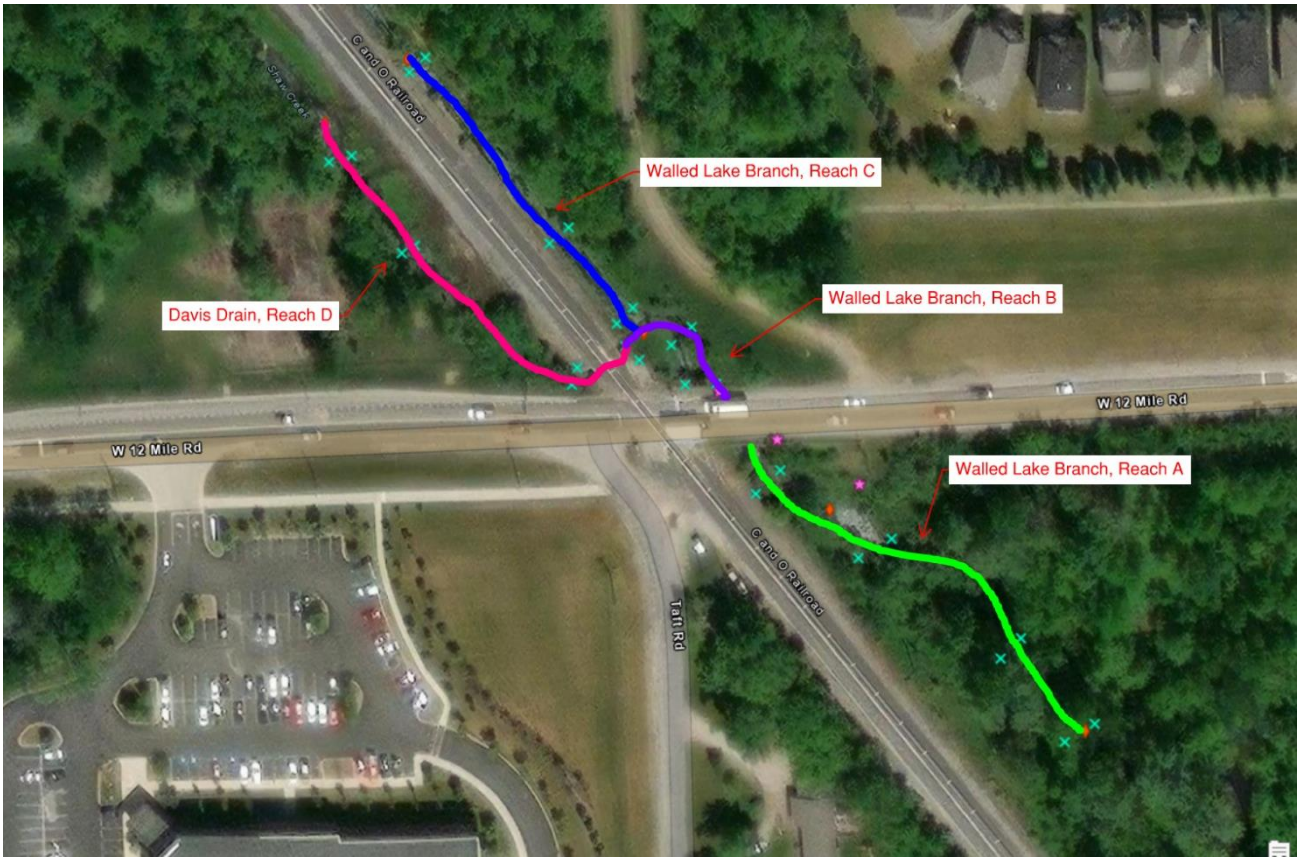


Figure 3. Walled Lake Branch and Davis Drain reaches.

Between November and December 2024, OHM performed an MISQT field assessment of Bishop Creek and the West Tributary. OHM identified eight distinct unenclosed reaches and two enclosed stream segments along Bishop Creek between I-96 and the eastern limit of the City-owned parcel to the east of Lee Begole Dr, and two distinct reaches along the West Tributary between the confluence with Bishop Creek and the eastern limit of Crescent Blvd (Figure 4, Figure 5).

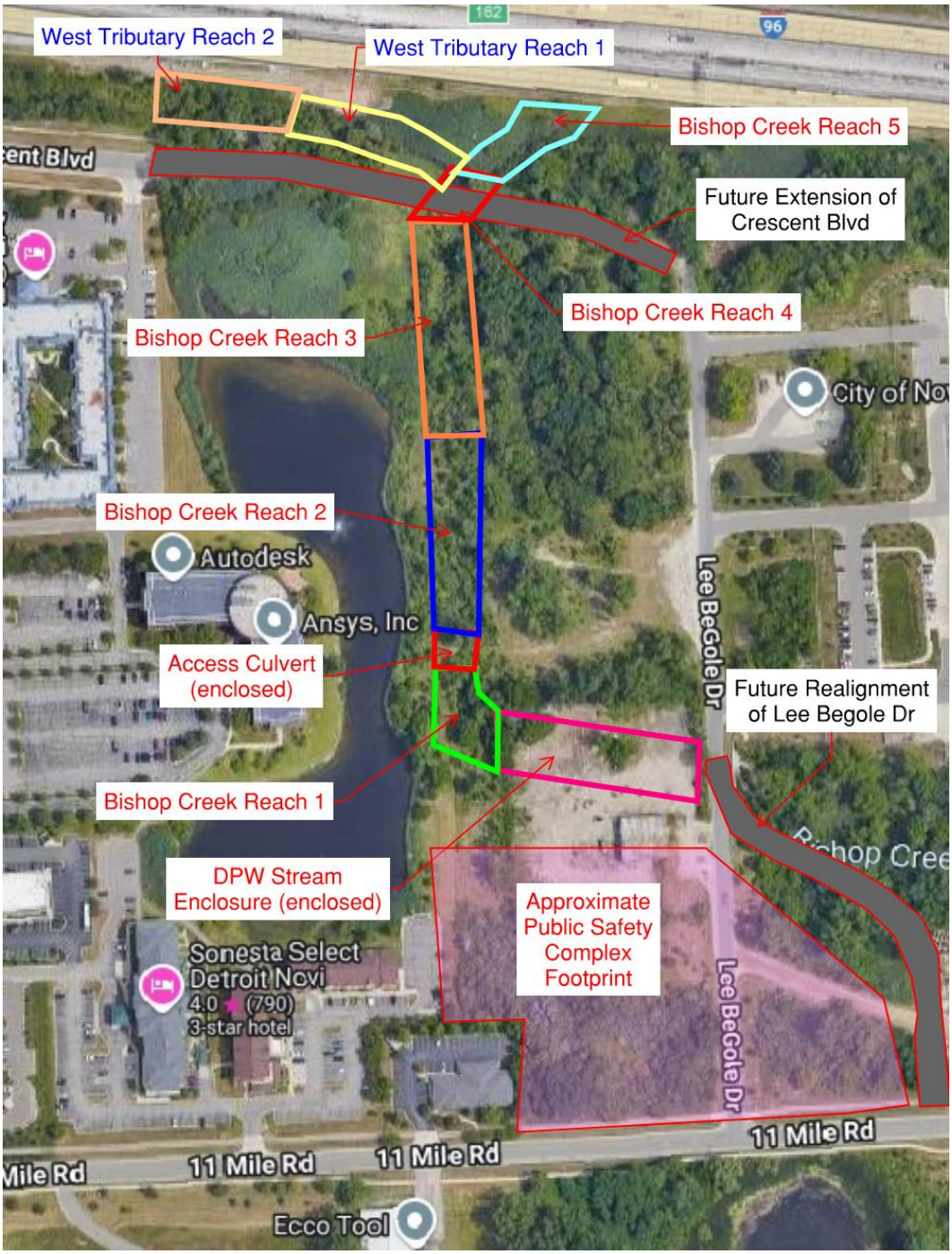


Figure 4. West Tributary Reaches 1 and 2, Bishop Creek Reaches 1-5, the access culvert, and the DPW stream enclosure.

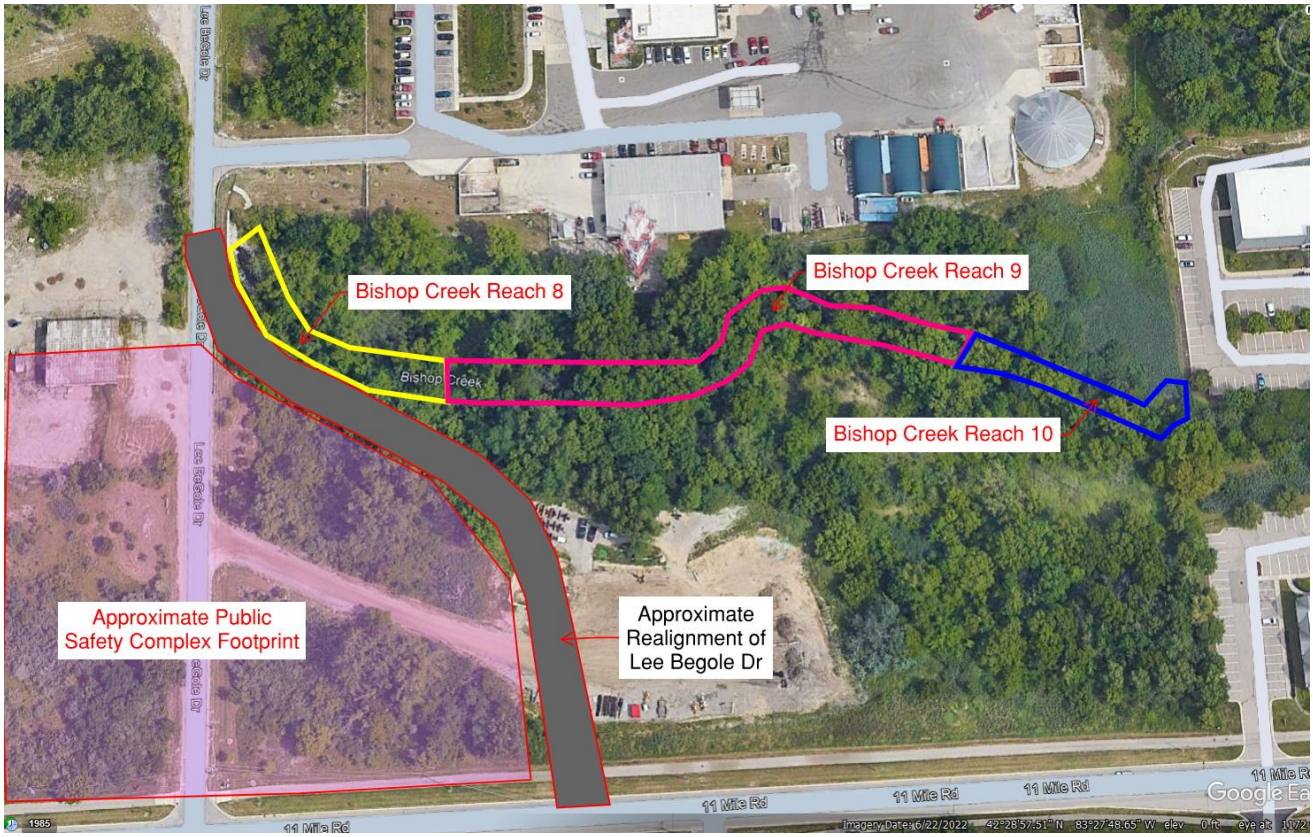


Figure 5. Bishop Creek Reaches 8-10.

For all reaches, field assessments included cross section surveys of the channel and overbanks, a longitudinal profile survey, bedform characterization, a Bank Erosion Hazard Index/Near Bank Stress assessment, a Large Woody Debris Index survey, a vegetation survey, and documentation of concentrated flow points. For all reaches, field assessments were preceded by desktop reviews of USGS lidar topographic data and aerial imagery to provide estimates of the width of the riparian buffer and the land use composition of the drainage area lateral to the channel which were subsequently verified in the field.

At EGLE's direction, field assessments of the Walled Lake Branch and Davis Drain reaches also included spot sampling of July water temperature and dissolved oxygen concentration and the result of an earlier P51 macroinvertebrate survey was used in lieu of macroinvertebrate monitoring.

Physicochemical and biological stream function parameters can only be assessed during the summer months. OHM does not have data for these parameters for Bishop Creek and the West Tributary and EGLE has not responded to requests for guidance on alternative data sources. Measures of physicochemical and biological function are assumed to remain constant under all mitigation scenarios, but the absolute values of these parameters matter for the mitigation requirement resulting from stream enclosure for the Crescent Blvd connection and for the mitigation yield from enclosure daylighting and culvert removal, since stream enclosures and culverts are assumed to have physicochemical and biological function scores of 0.00.

For want of field data at Bishop Creek and the West Tributary, or guidance from EGLE, physicochemical and biological function values along Bishop Creek and the West Tributary have been assumed to match those of Walled Lake Branch Reach A.

Mitigation Requirement

The upper estimate of the mitigation requirement from the reconstruction of 12 Mile Rd is 111 functional feet (Table 1; Figure 3).

The Crescent Blvd alignment, road corridor, and crossing at Bishop Creek have not yet been designed and mitigation estimates refer to conceptual drawings. This estimate considers both direct impacts from a presumed enclosure of 60 ft of Bishop Creek Reach 4 to accommodate the Crescent Blvd crossing and indirect impacts to Bishop Creek Reach 5, West Tributary Reach 1, and West Tributary Reach 2 from clearing, topographic changes, and land use changes (Table 1, Figure 4). It is not clear whether EGLE will require mitigation for indirect impacts, or only for direct impacts to Bishop Creek Reach 4. Table 1 assumes that EGLE will require mitigation for direct and indirect impacts to all four reaches. The connection of Crescent Blvd and Lee Begole Dr is expected to result in a mitigation requirement of 85 functional feet.

The realignment of Lee Begole Dr in the vicinity of 11 Mile Rd related to the development of the Public Safety Complex may require mitigation for stream impacts resulting from clearing, topographic changes, and land use changes. The anticipated mitigation requirement for the Lee Begole Dr realignment would be approximately 10 functional feet (Table 1; Figure 5).

The total mitigation requirement would be 206 functional feet (Table 1).

Table 1. Estimated stream function loss from the reconstruction of 12 Mile Rd, the Crescent Blvd Connection, and the Lee Begole realignment.

Stream Function Loss, by Project, Watercourse and Reach							
Project	**Watercourse**	**Reach**	**Existing Unenclosed Stream Length (ft)**	**Existing Functional Score**	**Proposed Unenclosed Stream Length (ft)**	**Proposed Functional Score**	**Estimated Functional Change (functional ft)**
Reconstruction of 12 Mile Rd	**Walled Lake Branch**	**Reach A**	369	0.58	289	0.58	-43
		Reach B	85	0.47	88	0.49	+3
		Reach C	275	0.43	219	0.43	-24
	Davis Drain	**Reach D**	328	0.62	248	0.63	-47
						Project Mitigation Requirement	**111**
Crescent Blvd Connection	**Bishop Creek**	**Reach 4**	138	0.68	68	0.63	-51
		Reach 5	162	0.66	162	0.62	-7
	West Tributary	**Reach 1**	300	0.58	300	0.52	-18
		Reach 2	212	0.33	212	0.29	-9
						Project Mitigation Requirement	**85**
Lee Begole Dr Realignment	**Bishop Creek**	**Reach 8**	259	0.46	259	0.42	-10
						Project Mitigation Requirement	**10**
						Total Mitigation Requirement	**206**

Mitigation Strategies

Table 2 presents recommended and alternative stream mitigation strategies. Several combinations of the recommended mitigation strategies could satisfy the mitigation requirement from the reconstruction of 12 Mile Rd while preserving sufficient mitigation potential for the Crescent Blvd connection and the Lee Begole Dr realignment. The total anticipated mitigation requirement can be met by implementing only the recommended mitigation strategies.

None of the recommended or alternative mitigation strategies would be expected to produce a rise in base flood elevations or require a change in stream alignment, which are notable triggers for additional EGLE/FEMA scrutiny.

Table 2. Stream mitigation strategies along Bishop Creek.

Recommended Mitigation Strategies	**Potential Yield (functional ft)**
Access Culvert Removal	32
DPW Stream Enclosure Daylighting	180
Bishop Creek Reach 10 Floodplain Reconnection	55
Total	**267**
Alternative Mitigation Strategies	**Potential Yield (functional ft)**
Bishop Creek Reach 1, 2, and 3 Valley Widening	80
Bishop Creek Reach 9 Valley Widening	100
Total	**180**

Scenario 1 (Recommended Course of Action)

Project	**Mitigation Strategy**
12 Mile Road Reconstruction	Remove access culvert, daylight 136 ft of the DPW stream enclosure
Crescent Blvd Connection, Lee Begole Dr Realignment	Daylight additional 174 ft of the DPW stream enclosure
Additional Mitigation, if needed	Bishop Creek Reach 10 floodplain reconnection

Removing culverts and daylighting stream enclosures is by far the most efficient (per stream foot) mitigation strategy.

The access culvert barrels and headwalls are in poor condition. The barrel segments are separating, and a sinkhole has formed above the downstream headwall. The FEMA FIS report and OHM's preliminary hydraulic modeling suggest that the culvert significantly increases the upstream base flood elevation.

Bishop Creek Reach 10 is cut off from its historic floodplain by a berm which has been interpreted as spoils from past dredging. Unlike elsewhere along Bishop Creek, an appropriate floodplain already exists and would not need to be excavated wholesale out of the valley wall.

Scenario 2

Project	Mitigation Strategy
12 Mile Road Reconstruction	Daylight 191 ft of the DPW stream enclosure
Crescent Blvd Connection, Lee Begole Dr Realignment	Remove access culvert, daylight 136 ft of the DPW stream enclosure
Additional Mitigation, if needed	Bishop Creek Reach 10 floodplain reconnection

Similar to Scenario 1, but the access culvert is conserved for short term use.

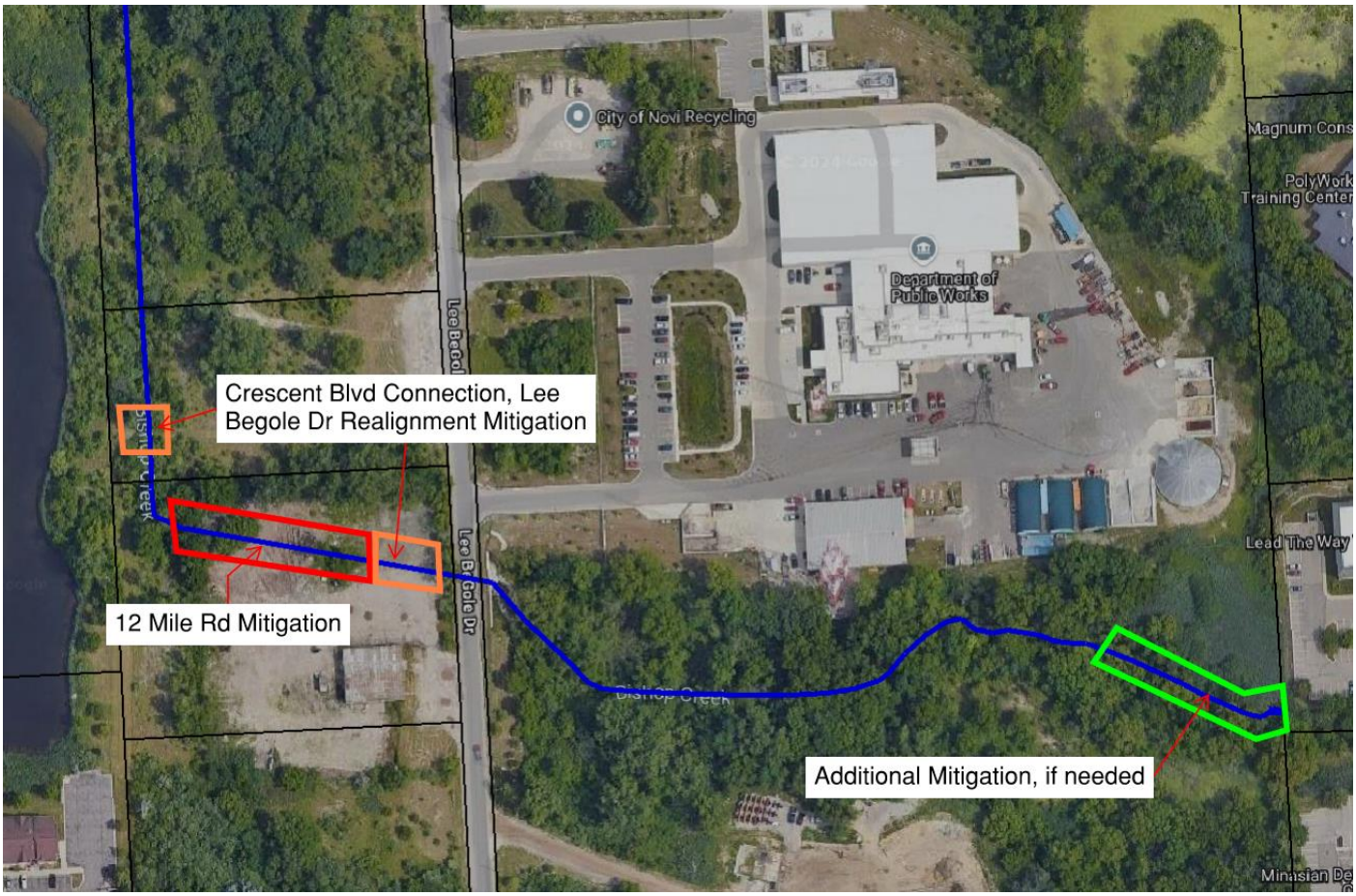


Figure 6. Scenario 2, stream mitigation for 12 Mile Rd reconstruction, Crescent Blvd connection and Lee Begole Dr realignment.

Scenario 3

Project	Mitigation Strategy
12 Mile Road Reconstruction	Bishop Creek Reach 10 floodplain reconnection, remove access culvert, daylight 41 ft of DPW stream enclosure
Crescent Blvd Connection, Lee Begole Dr Realignment	Daylight 164 ft of the DPW stream enclosure
Additional Mitigation, if needed	Daylight additional length of DPW stream enclosure.

Minimizes the mitigation footprint immediately north of the Public Safety Complex site, allowing flexibility in land use and development along Lee Begole Dr.

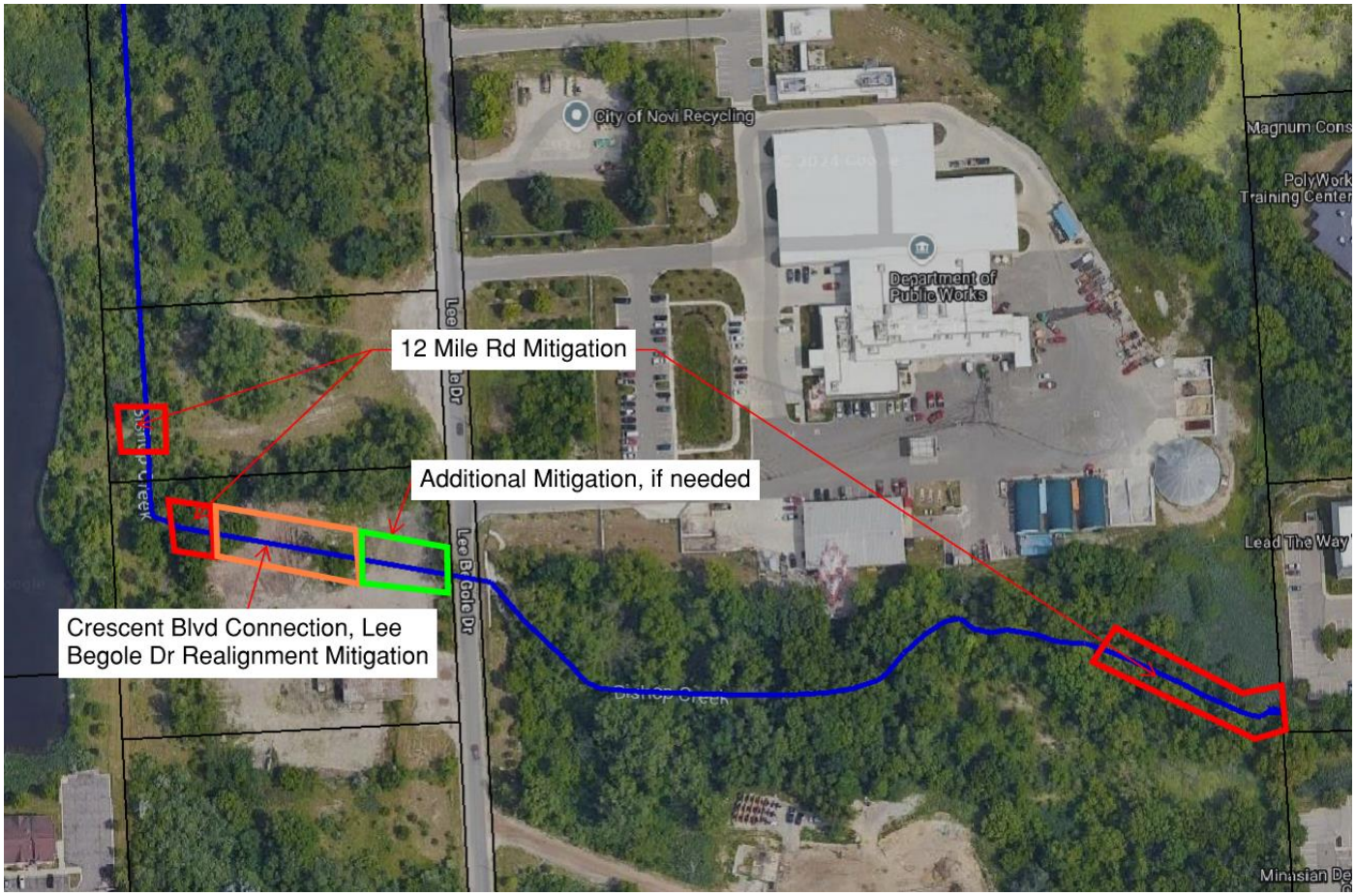


Figure 7. Scenario 3, stream mitigation for 12 Mile Rd reconstruction, Crescent Blvd connection and Lee Begole Dr realignment.

Viable Alternative Mitigation Strategies

Valley Widening

Valley widening along Bishop Creek Reaches 1, 2, 3, and 9 would require much more extensive clearing and excavation to provide the required mitigation yield for either the reconstruction of 12 Mile Road or the Crescent Drive connection.

Work along Bishop Creek Reaches 1, 2, and 3 would be complicated by the proximity of the parcel boundary to the west and by a 27" sanitary sewer running along the east side of the stream. Mitigation along Bishop Creek Reach 3 may complicate planning and design for the Crescent Drive connection.

Site access along some portions of Bishop Creek Reach 9 is poor and slope stability concerns may require significant regrading well above the OHWM. Work along Bishop Creek Reach 9 may complicate future uses of the existing equipment lot immediately to the south or future connections to the DPW facility to the north.

Adding Stream Length

Adding stream length by reintroducing meanders to artificially straightened streams is an efficient stream mitigation strategy, but changing the stream alignment is almost certain to trigger additional EGLE scrutiny, up to and including requests for map revision if done in FEMA-mapped streams like Bishop Creek. The mitigation strategies discussed above all assume no changes to the mapped stream alignment to minimize the likelihood of project delays from additional EGLE scrutiny. Incorporating channel meandering into the stream mitigation strategies discussed above would be expected to increase mitigation yields by approximately 50%.

FEMA and EGLE Considerations

Bishop Creek is a FEMA-mapped stream with a regulatory base flood elevation, floodway width, floodplain boundary, and stream alignment. Though all recommended and alternative mitigation strategies, separately or in conjunction, are expected to lower base flood elevation and reduce actual flood risk, EGLE may still require a Part 31 Hydraulic Review, detailed comparisons to the FEMA Flood Insurance Study (FIS) hydraulic model, and/or a Conditional Letter of Map Revision (CLOMR) from FEMA as a condition for issuing a permit or reviewing any permit application.

In October 2024 EGLE published additional guidance for hydraulic modeling and permitting in FEMA-mapped floodplains in which they emphasized that the rise/no-rise determination is made with reference to the published FIS base flood elevation, not the anticipated base flood elevation under actual existing conditions. Preliminary review of the flood profiles and streambed elevation in the FIS report does not suggest a large discrepancy between published and existing conditions at Bishop Creek, but OHM has not reviewed the FIS model files for Bishop Creek and a meaningful discrepancy may exist.

CITY OF NOVI CITY COUNCIL
JUNE 23, 2025

SUBJECT: Consideration of approval of Change Order No. 1 to Mattioli Cement Company, Inc. for the 2025 Neighborhood Road Program – Concrete Streets to add Cheshire Court, in the amount of $196,695.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Cheshire Court is an adjacent concrete street to White Pines Drive, which is also in this year's program.
- Full reconstruction effort.
- Total project costs are estimated at 250K.

	FY 2025/26
EXPENDITURE REQUIRED	**$ 196,695.00**
BUDGET **Local Street Fund 203-449.30-974.261**	**$ 250,000.00**
APPROPRIATION REQUIRED	**$ 0**
FUND BALANCE IMPACT	**$ 0**
Budget includes the current estimated total project costs for construction (design engineering, construction engineering, crew days, material testing, contingency, etc.), the out-the-door estimated budget is 250K.	

BACKGROUND INFORMATION:

AECOM and G2 Consulting Group assisted the Engineering Division with developing a list of potential streets for the 2024 and 2025 Neighborhood Road Program (NRP). The program was divided into two contracts, concrete roads and asphalt roads. The programs were also advertised for a two-year contract to secure unit prices and lower overall costs associated with bidding and design.

On May 20, 2024, City Council approved the concrete contract with Mattioli Cement Company, Inc. Although Cheshire Court was on the initial list of streets, it did not make

the final cut based on estimates. However, after completing the 2024/25 Concrete NRP, there were enough funds to add Cheshire Court, which is adjacent to other streets in the current NRP.

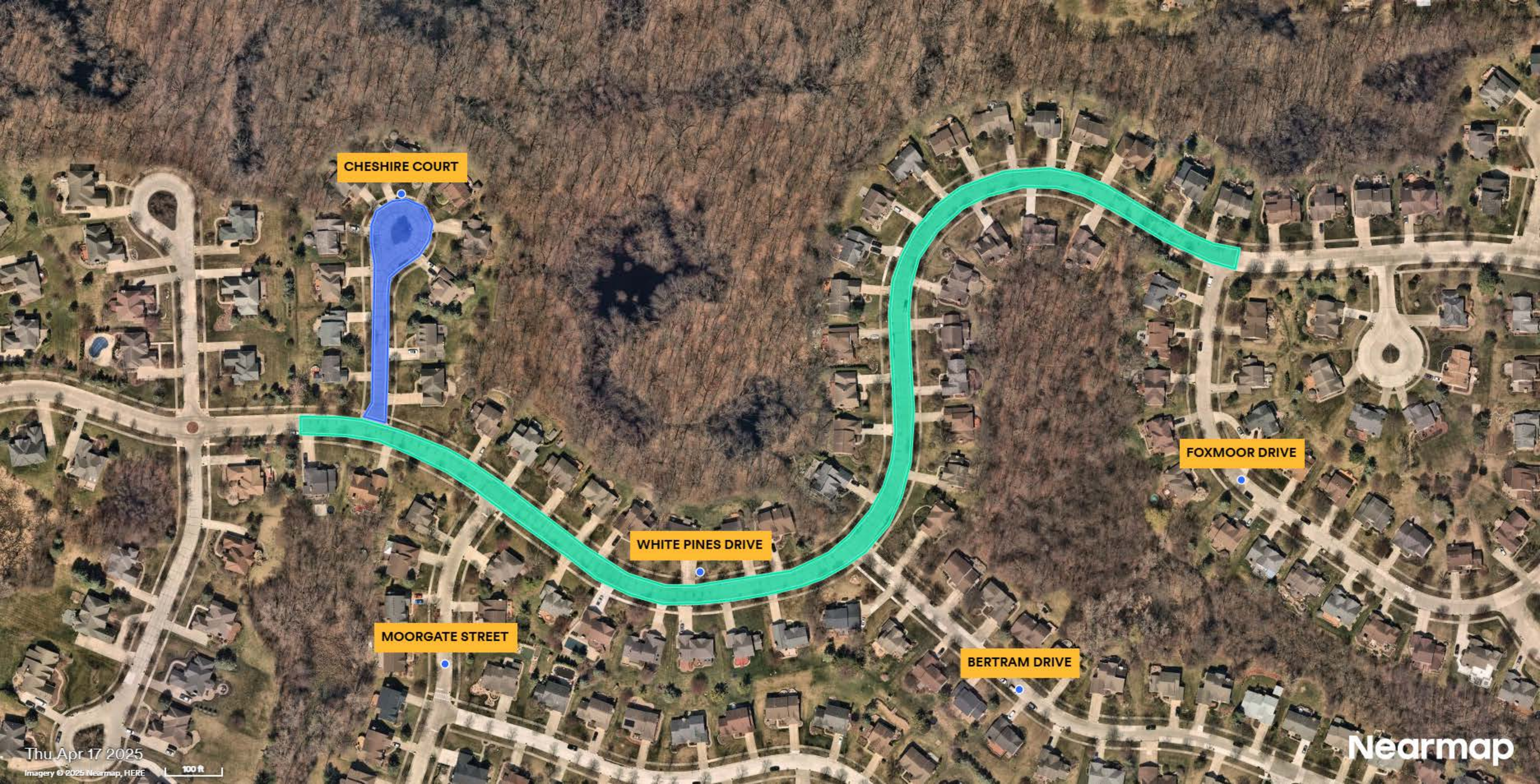
City engineering consultants, AECOM and G2, provided a proposal for the construction administration, inspection crew days, and material testing services. The contract administration and geotechnical engineering services related to this project addition will be granted to the following pre-qualified firms using the fee percentages in the Agreements for Professional Engineering Services and Geotechnical Engineering Services for Public Projects.

AECOM		
Design	6.25% of the Change Order value ($196,695.00 x 0.0625)	$ 12,293.44
Contract Administration	4.75% of the Change Order value ($196,695.00 x 0.0475)	$ 9,343.01
Crew Days	$800 daily inspection fee X 10 days	$ 8,000.00
G2 Consulting Group, Inc. (G2)		
Material testing services	1.9% of the Change Order value ($196,695.00 X 0.019)	$ 3,737.21

TOTAL $ 33,373.66

Cheshire Court reconstruction will commence upon the completion of White Pines Drive this summer and will take approximately 3-4 weeks to complete.

RECOMMENDED ACTION: Approval of Change Order No. 1 to Mattioli Cement Company, Inc. for the 2025 Neighborhood Road Program – Concrete Streets to add Cheshire Court, in the amount of $196,695.


CHESHIRE COURT
WHITE PINES DRIVE
FOXMOOR DRIVE
MOORGATE STREET
BERTRAM DRIVE
Thu Apr 17 2025
Imagery © 2025 Nearmap, HERE
100 ft
Nearmap

AECOM

CITY OF NOVI
Estimate of Cost
6/16/2025
Cheshire Ct

Item No.	Item Description	Unit	Total Quantity	Misc As Directed	Cheshire Ct	Unit Price ($)	Total Cost
1	Mobilization, Max 10%	LSUM	1	1		$ 4,500.00	$ 4,500.00
2	Pre-Construction Audio-Visual	LSUM	1	1		$ 1,500.00	$ 1,500.00
3	Erosion Control, Inlet Protection, Fabric Drop	Ea	2		2	$ 50.00	$ 100.00
4	Pavt, Rem, Modified	Syd	2000		2000	$ 10.00	$ 20,000.00
5	Subgrade Undercutting, Special, 1 x 3	Cyd	30	30		$ 49.00	$ 1,470.00
6	Conc Pavt with Intergral Curb, Nonreinf, 8 inch	Syd	2000		2000	$ 55.60	$ 111,200.00
7	Underdrain, Subgrade, Open-Graded, 6 inch	Ft	835		835	$ 13.00	$ 10,855.00
8	Aggregate Base, 21AA Limestone, 8 inch	Syd	2111		2111	$ 13.00	$ 27,443.00
9	Tensar TX5 Geogrid	Syd	2111		2111	$ 7.00	$ 14,777.00
10	Dr Structure Cover, Adj, Case 1	Ea	2		2	$ 300.00	$ 600.00
11	Point Up Drainage Structure	Ea	2		2	$ 200.00	$ 400.00
12	Dr Structure, Tap, 6 inch	Ea	2		2	$ 75.00	$ 150.00
13	Mailbox Maintenance	LSUM	1	1		$ 1,000.00	$ 1,000.00
14	Maintaining Traffic	LSUM	1	1		$ 1,700.00	$ 1,700.00
15	Surface Restoration	LSUM	1	1		$ 1,000.00	$ 1,000.00
	Construction Total						**$ 196,695.00**
	Construction Inspection	Day	10			$ 800.00	$ 8,000.00
	Design	% Fee	6.25%				$ 12,293.44
	Contract Administration	% Fee	4.75%				$ 9,343.01
	Materials Testing	% Fee	1.9%				$ 3,737.21
	Total Cost						**$ 217,775.22**

Estimate Assumptions:

CA and Materials Testing fees based on both years and alt bids combined.

WORK CHANGE DIRECTIVE & CHANGE ORDER No. 1

PURCHASE ORDER NO. 97573

Novi No.: 25-2102
CIP No.: 102-01

Project:	**2025 NRP - CONCRETE STREETS**

Owner:	City of Novi 26300 Lee BeGole Dr. Novi, Michigan 48375 (248) 735-5632
Engineer:	AECOM-Great Lakes 39575 Lewis Drive, Suite 400 Novi, Michigan 48377 (248) 204-5900
Contractor:	Mattioli Cement Company, LLC 6085 McGuire Road Fenton, Michigan 48430 (313) 215-1001

This document hereby renders changes in the Work, changes in the Contract Time and changes in the Contract Price by adding, deducting and/or balancing individual Contract line items through a signed authorization of the Prime Contractor, Owner, and Engineer.

Drafted Date:	**June 16, 2025**

Reasoning: Adding the removal and replacement of Cheshire Ct to the project.

EXISTING CONTRACT ITEMS

Item No.	Division	Item Description	Unit	Unit Price	Quantity	Contract Price Add	Contract Price Deduct
0	1	"Crew Days" - Base Bid	CD	$800.00	10	☑	☐
0	2	"Crew Days" - Foxton Storm Sewer	CD	$800.00		☐	☐
0	3	"Crew Days" -	CD	$800.00		☐	☐
0	4	"Crew Days" -	CD	$800.00		☐	☐
0	5	"Crew Days" -	CD	$800.00		☐	☐
4	1	Erosion Control, Inlet Protection	EA	$50.00	2	$100.00	
5	1	Pavement, Rem, Modified	SY	$10.00	2000	$20,000.00	
8	1	Subgrade Undercutting, Special, 1 x 3	CY	$49.00	30	$1,470.00	
9	1	Conc Pavt w/ Integral Curb, N-R, 8"	SY	$55.60	2000	$111,200.00	
11	1	Underdrain, Subgrade, O-G, 6-inch	LF	$13.00	835	$10,855.00	
12	1	Agg Base, 21AA Limestone, 8-inch	SY	$13.00	2111	$27,443.00	
13	1	Tensar TX5 Geogrid	SY	$7.00	2111	$14,777.00	
20	1	DPS Structure Cover, Adj, Case 1	EA	$300.00	2	$600.00	
22	1	Point Up Drainage Structure	EA	$200.00	2	$400.00	
24	1	Dr Structure, Tap, 6-inch	EA	$75.00	2	$150.00	
					Subtotals	$186,995.00	$0.00
					Total		**$186,995.00**

NEW CONTRACT ITEMS

Item No.	Division	Item Description	Unit	Unit Price	Quantity	Contract Price Add	Contract Price Deduct
35	1	Mobilization_Cheshire	LSUM	$4,500.00	1	$4,500.00	
36	1	Pre-Con Audio-Visual_Cheshire	LSUM	$1,500.00	1	$1,500.00	
37	1	Mailbox Maintenance_Cheshire	LSUM	$1,000.00	1	$1,000.00	
38	1	Maintaining Traffic_Cheshire	LSUM	$1,700.00	1	$1,700.00	
39	1	Surface Restoration	LSUM	$1,000.00	1	$1,000.00	

CITY OF NOVI CITY COUNCIL
JUNE 23, 2025

SUBJECT: Consideration of a unit price contract to Havener Tech, LLC, for as-needed catch basin, storm water pipe, and concrete slab stabilization services in the estimated annual amount of $300,000.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

KEY HIGHLIGHTS:

- Catch basin stabilization uses spray foam to fill cracks and voids to extend the service life of the structures
- Ensures stormwater is properly routed through the collection system.
- Alternative to costly reconstructions.

FINANCIAL IMPACT

	FY 2025/26
EXPENDITURE REQUIRED	**$300,000 Estimated annual amount**
BUDGET **Drain Fund (211-445.00-936.122)**	**$300,000**
APPROPRIATION REQUIRED	**$ 0**
FUND BALANCE IMPACT	**$ 0**

BACKGROUND INFORMATION:

The Department of Public Works is responsible for inspecting, cleaning, and rehabilitating the stormwater collection structures along city roadways. These structures collect rainwater, snowmelt, and excess irrigation water draining from paved surfaces. DPW staff have carried out a multi-year proactive catch basin cleaning and inspection program to determine best maintenance practices at each of the City's 3,000+ public catch basin locations.

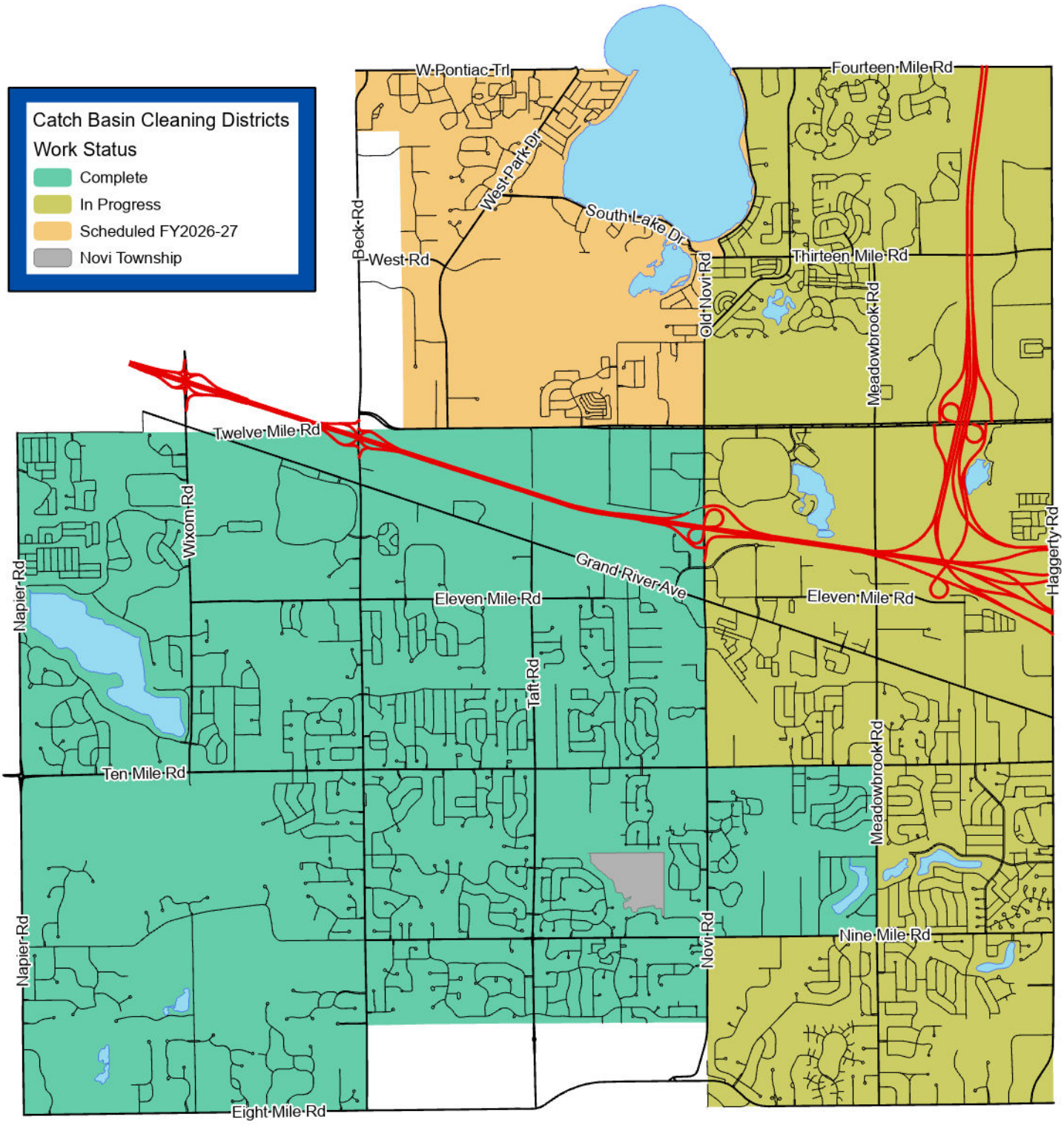
Most of these stormwater collection structures are made of brick and mortar. Because they are regularly exposed to continuous freeze-thaw cycles, the structures are prone

to cracking and deterioration. Degradation of the catch basin can cause the system to transport stormwater improperly, which may impact the roadway and surrounding properties.

In-house rehabilitation of a structure (rebuilds that require removing and replacing bricks and mortar) can take one to three days, depending on the severity of the failure. When using polymer foam, it takes approximately 15 minutes to repair basins that have not yet compromised the roadway. This rehabilitation process and the material used will last longer than traditional repairs, since polymer foam repels moisture rather than absorbing water through small cracks, which are common with brick-and-mortar repairs.

Unit pricing for catch basin, stormwater pipe, and concrete slab stabilization services was obtained using the Michigan Intergovernmental Trade Network (MITN) as part of a bidding process initiated by the City of Farmington Hills. A program progress map is included in the packet for reference.

RECOMMENDED ACTION: Approval of a unit price contract for as-needed catch basin, storm water pipe, and concrete slab stabilization services to Havener Tech, LLC, using the Farmington Hills contract (extended to MITN members) in the estimated annual amount of $300,000. The contract term is one year with four optional one-year extensions.



Catch Basin Stabilization Program

City of Novi, Michigan

Miles

0 0.5 1 2 3

Map Print Date: 6/16/25

Map Author: K. Blough

Spray Foam Catch Basin Repair

Before

After

CITY OF FARMINGTON HILLS

DEPARTMENT OF CENTRAL SERVICES
PURCHASING DIVISION
31555 W. ELEVEN MILE ROAD
FARMINGTON HILLS, MI 48336-1165
www.fhgov.com

PHONE 248-871-2435

CITY OF FARMINGTON HILLS – DPW
2024 AS NEEDED CATCH BASIN, STORM WATER PIPE AND CONCRETE SLAB STABILIZATION PROGRAM

ITEMIZED BID

All Prices to include parts & labor. Quantities listed are estimates for evaluation purposes only. The City will schedule work as needed.

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
General Items					
1.	Injection stabilization of Storm Water Catch Basin	EA	15	$ 575.00	$ 8,625.00
2.	Injection stabilization of Storm Water Pipe or Concrete Slab	LB	10,000	$ 3.00	$ 30,000.00
3.	Mobilization	LS	5	$ 0	$ 0
				TOTAL 2024 ITEMIZED BID	$ 38,625

CITY OF FARMINGTON HILLS

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CITY OF FARMINGTON HILLS
BIDDER'S GENERAL QUESTIONNAIRE

Please give the following information regarding your proposal for this bid:

1. Number of years' experience in this work: 14

2. List below or attach a list of the number and types of equipment to be used if awarded this bid:

(1) 24' Box Truck
(1) 18' Box Truck
(1) H-40 - 400' Hose
(1) E-20
(1) E-XPL 400' Hose
Photos ATTACHED: All GRACO EQUPT.

3. List the municipalities that you have contracted with for this type of work during the past three (3) years.

GRAND RAPIDS
Novi
Troy
WASHTENAW County ROAD COMMISSION
LIVONIA
FARMINGTON HILLS

4. Name of your bank and other financial references:

Huntington Bank: Tory Massara 248.339.1522

5. Comments:

SIGNED: [signature]

TITLE: President

NAME AND ADDRESS OF FIRM: (Print or Type)

Havener Properties DBA Havener Tech
433 Elmwood, Troy, MI, 48083

Zip:

Phone No. 248.890.1812 Date: 5/7/2024

CITY OF FARMINGTON HILLS

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PHONE 248-871-2435

LEGAL STATUS BIDDER

Fill out the appropriate section below for your company and strike out the other three. Provide additional sheets if more space is needed for your responses.

Corporation:
State and County in which incorporated: _____

Official title of person signing proposal: _____

Address of signer: _____

Full names, addresses and titles of all the corporation's directors and officers:

_____

_____

_____

Partnership:
State and County in which established: MICHIGAN

Official title of person signing proposal: MICHAEL GUERIN

Address of signer: WORK: 433 ELMWOOD TROY, MI 48083

Full names, addresses and titles of all partners:

MICHAEL GUERIN: 2792 CEDAR RIDGE TROY MI 48084

ROSCOE SERRELS: 475 PARK, BIRMINGHAM, MI 48009

MICHELLE HENNING: 515 TOOTING LANE, BIRMINGHAM, MI 48009

Limited Liability Company (LLC):
State and County in which established: _____

Official title of person signing proposal: _____

Address of signer: _____

Full names, addresses and titles of all members and managers of the LLC:

_____

_____

_____

CITY OF FARMINGTON HILLS

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PHONE 248-871-2435

NON-IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan law before accepting any bid or proposal or entering into any contract for goods & services with any prospective firm, the firm must certify that it is not an "Iran Linked Business".

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

Company Name: HAVENER Properties DBA HAVENER Jeckyll

Authorized Representative Signature: M. G

Printed: MICHAEL GUERIN, President

Date: 5-7-2024

CITY OF FARMINGTON HILLS

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SUBCONTRACTORS

The contractor shall not sublet, assign or transfer the contract or any portion of any payment due the contractor hereunder, without the written consent of the City. If it is the intention of the bidder to use subcontractor(s) for any of the work called for herein, the bidder shall provide the information required for each subcontractor, below.
If subcontractors will not be used, please strike out this page.

Name of Firm: N/A

Contact Person: _____ Title: _____

Address: _____

_____

Phone: _____

Work to be performed for general contractor:

_____

Name of Firm: N/A

Contact Person: _____ Title: _____

Address: _____

_____

Phone: _____

Work to be performed for general contractor:

_____

Name of Firm: N/A

Contact Person: _____ Title: _____

Address: _____

_____

Phone: _____

Work to be performed for general contractor:

_____

FIRM PRICE GUARANTEE

All of the above prices will remain firm for ninety (90) days or award, whichever comes first, except for the successful bidder whose unit prices are to remain firm for one year (1) year from date of award or the date of the signed contract whichever is later. The City of Farmington Hills reserves the right to extend the contract (beyond the first year) for four (4) additional one-year terms, through mutual consent with the successful bidder, under the same terms and conditions. Please indicate below your percentage of increase, over the unit prices listed above for each one (1) year extension of this contract.

Prices listed herein will increase 0 **% each year beginning at the second year of award.**

ACKNOWLEDGEMENT OF OFFICIAL DOCUMENTS

I Michael Guerin, certify that I have read section 3 (Official Documents) of the invitation to bid and that the bid proposal documents contained herein were obtained directly from the City of Farmington Hills Purchasing Office or MITN website, www.mitn.info and is an official copy of the authorized version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE M. G

AUTHORIZATION OF SPECIFICATIONS:

The undersigned herein submits this proposal and agrees to enter into the attached contract with the City of Farmington Hills. In submitting this completed and signed proposal, it is understood that the right is reserved by the City of Farmington Hills to reject any or all bids and to make such award that, in the opinion of the City Council, is in the best interest of the City of Farmington Hills.

NAME OF BIDDER: Michael Guerin \ Havener Tech

BUSINESS ADDRESS OF BIDDER: 433 Elmwood Troy MI 48083

BUSINESS PHONE NO: 248.890.1812 FAX NO 248.291.5742

WEBSITE Havenertech.com EMAIL MGuering@Havenertech.com

AUTHORIZED SIGNATURE: M. G TITLE OF SIGNER: President

PRINTED SIGNATURE NAME: Michael Guerin DATE: 5-7-2024

NOTE: All items set forth herein shall be bid in full accordance with these bidding and/or contract documents and accompanying plans, complete.

CITY OF FARMINGTON HILLS

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FARMINGTON HILLS, MI 48336-1165
www.fhgov.com

PHONE 248-871-2435

CONTRACT EXTENSION

The City of Farmington Hills reserves the right to extend the contract (beyond the first year) for four (4) additional one-year terms, through mutual consent with the successful bidder, under the same terms and conditions. Please indicate below your percentage of increase, over the unit prices listed above for each one (1) year extension of this contract.

Prices listed herein will increase Ø % each year beginning at the second year of award.

ACKNOWLEDGEMENT OF OFFICIAL DOCUMENTS

I Michael Guerin, certify that I have read section 3 (Official Documents) of the invitation to bid and that the bid proposal documents contained herein were obtained directly from the City of Farmington Hills Purchasing Office of MITN website, www.mitn.info and is an official copy of the authorized version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE M. G

AUTHORIZATION OF SPECIFICATIONS:

The undersigned herein submits this proposal and agrees to enter into an agreement with the City of Farmington Hills in accordance with the Contract Documents. In submitting this completed and signed proposal, it is understood that the right is reserved by the City of Farmington Hills to reject any or all bids and to make such award that, in the opinion of the City Council, is in the best interest of the City of Farmington Hills.

NAME OF BIDDER: Michael Guerin / Havener Tech

BUSINESS ADDRESS OF BIDDER: 433 Elmwood, Troy MI 48083

BUSINESS PHONE NO: 248 890 1812 FAX NO 248 291. 5742

WEBSITE Havener Tech.com EMAIL Mguerin@Havenertech.com

AUTHORIZED SIGNATURE: M. G TITLE OF SIGNER: President

PRINTED SIGNATURE NAME: Michael Guerin DATE: 5-7-2024

NOTE: All items set forth herein shall be bid in full accordance with these bidding and/or contract documents and accompanying plans, complete.

CITY OF FARMINGTON HILLS

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PHONE 248-871-2435

EXTENSION OF AWARD TO MITN PURCHASING COOPERATIVE

HAENER TECH is a member of the Michigan Intergovernmental Trade Network (MITN) Purchasing Cooperative consisting of many cities,
(Agency Name)

townships, counties and other governmental agencies throughout Southeastern Michigan. If your company is awarded item(s) referenced in the bid proposal, the cooperative governmental entities may wish to use this contract and will use a purchase order for the item(s) awarded in this bid proposal following minimum order requirements set forth in the bid document. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on the purchase order.

(✓) If an award is made to City of Farmington Hills, it is agreed that The contract will be extended to the MITN

Purchasing Cooperative under the same prices, terms, and conditions.

Signature of Company Representative M. G.

( ) Our company is **NOT** interested in extending the contract.

SPFA PCP CERTIFIED INSULATION INSTALLER

This certificate is awarded to:

Roscoe Serrels IV

Thereby demonstrating the high level of technical knowledge, professionalism, and quality of workmanship that meet the industry standards established by the Spray Polyurethane Foam Alliance Professional Certification Program.

SPFA PCP CERTIFIED Insulation Installer

S00278

June 5, 2019
Date of Certification Issued

December 31, 2024
Expiration Date

Executive Director, SPFA

ISO 17024 Accredited Certification Body - BPQI © SPFA 2015

Certificate of Completion

Mike Guerin

has successfully completed

Permit & Non-permit Confined Space Entry
OSHA 29 CFR 1910.146 Training
Tested On: Jan 3, 2019

HRS/CEU/CME: 2.0/0.2/2.0

certificate number
71C4083F-0F6E-11E9-95C6-0050568D5CA3

Trained & Tested at:
www.ComplianceTrainingOnline.com

compliance training ONLINE
a division of KRIST INCORPORATED

If you set your printer to "Landscape" mode the certificate and wallet card will print larger than printing in "Portrait" mode (your printer default).

Compliance Training Online™
a division of KRIST INC.
hereby certifies that
Mike Guerin
has successfully completed
Permit & Non-permit Confined Space Entry
OSHA 29 CFR 1910.146 Training

Certificate of Completion

Mike Guerin

has successfully completed

Permit & Non-permit Confined Space Entry
OSHA 29 CFR 1910.146 Training
Tested On: Jan 3, 2019

HRS/CEU/CME: 2.0/0.2/2.0

certificate number
71C4083F-0F6E-11E9-95C6-0050568D5CA3

Trained & Tested at:
www.ComplianceTrainingOnline.com

compliance training ONLINE
a division of KRIST INCORPORATED

CTO

METRO

OCCUPATIONAL TRAINERS, INC.

Certify That

MICHAEL GUERIN

has successfully completed the

OSHA Confined Space Entry Course - Supervisor, Entrant and Attendant

In compliance with 29 CFR 1910.146

Metro Occupational Trainers, Inc.

July 25, 2013

Date

Training Location: Troy, MI
Company Name: Havener Tech
Student ID# 130725-CSE/19870

Metro Occupational Trainers, Inc., 54344 Verona Park Dr., Macomb, MI 48042 (888)-METRO-49

METRO
OCCUPATIONAL TRAINERS, INC.

Certify That

MICHAEL GUERIN

has successfully completed the

40 Hour, Hazardous Waste Operations and Emergency Response Course

In compliance with 29 CFR 1910.120 (e), (3)

W. K. Shirley

President, Metro Occupational Trainers, Inc.

November 18, 2004

Date

City of Class Attended: Detroit
Company Name: G2 Consulting Group
Student ID#: 041115-8209

Metro Occupational Trainers, Inc. 54344 Verona Park Drive, Macomb, MI 48042 – Phone (888)-METRO-49

METRO

OCCUPATIONAL TRAINERS, INC.

Certify That

MICHAEL GUERIN

has successfully completed the

8 Hour Hazardous Waste Operations and Emergency Response Course

In compliance with 29 CFR 1910.120 (e). (8)

Metro Occupational Trainers, Inc.

January 24, 2014

Date

Training Location: Detroit, MI
Company: HAVENER TECH
Student ID# 140124-20701

Metro Occupational Trainers, Inc., 54344 Verona Park Dr., Macomb, MI 48042 (888)-METRO-49

GENERAL SPECIFICATIONS

1.) RIGHTS-OF-WAY:

The necessary right-of-way for construction of drains, water mains and other structures across or under private properties have been or will be obtained by the Owner. A County permit is required by the contractor for right-of-way work and must abide by all county requirements. In carrying out the work on private right-of-way, the Contractor shall take due and proper precautions against any injury to adjacent structures and shall hold himself strictly within the rights obtained by the Owner. Should the Contractor desire additional space on private property, he may obtain such space on privately owned property at his own expense by agreement with the Owner thereof.

The Contractor shall comply with all requirements of the permit, including backfill, pavement repair, replacement and construction specifications.

2.) MONUMENTS:

Monuments or other recognized property boundary markers at street intersection corners, acreage or lot corners, and right-of-way lines shall be preserved. Where such monuments or markers must be removed during construction, the Engineer shall be notified and the Contractor shall make all necessary arrangements for resetting of the monument or marker and bear the cost thereof.

3.) UTILITY FOR PROSECUTING THE WORK:

Unless otherwise provided in these specifications, the Contractor shall make his own arrangements for items such as electricity, gas water and sewer services for his use in field offices and for construction of the work, including temporary power installation for use in completing his contract, and shall pay all costs therefore.

4.) SPECIFICATIONS BY REFERENCE:

Where reference is made in specifications or standards of any technical society, association, governmental agency, etc., if it is understood and agreed that such specifications or standards are a part of the Specifications as though fully repeated therein.

The following listed letters or abbreviations shall be interpreted as indicated:

"A.S.T.M." shall mean the American Society for Testing Materials.
"A.W.W.A." shall mean the American Water Works Association
"A.S.A." shall mean the American Standards Association
"A.I.S.I." shall mean the American Iron and Steel Institute
"M.D.O.T." shall mean the Michigan Department of Transportation

5.) WORKING SPACE:

In his operations, the Contractor shall interfere as little as possible with traffic, and in all cases shall confine his operations to the minimum space possible.

Stockpiling of construction material and equipment will be permitted as necessary, but in no case shall traveled ways, driveways or entrances be unduly obstructed.

Should the Contractor desire additional space on private property, he may obtain such space on privately owned property at his own expense, by agreement with the Owner thereof.

6.) CLEANLINESS OF THE WORK:

The contractor shall keep the work and all property occupied by him in a neat and orderly condition at all times. Waste materials, rubbish and debris shall not be allowed to accumulate. Contractor's equipment, temporary buildings and excess materials shall be promptly removed, as they become no longer needed for the progress of the work. At the

completion of the work, the premises shall be left raked clean. The newly constructed drains, concrete chambers, flumes, manholes and other structures shall be cleared of all scaffolding, centering and debris of all sorts.

The intent of these specifications is to provide qualitative guidelines for the orderly execution of the contract requirements. Insofar as the Contractor makes satisfactory progress and maintains an effective cleanup crew following the construction operations, the direction of the work force shall be solely his responsibility. If, however, in the judgment of the Owner, adequate cleanup and site restoration efforts are not being expended, including but not limited to; roadway, driveway and drainage maintenance, removal of surplus materials, restoration of signs, mailboxes and like items, further construction shall be halted and work forces directed to the restoration activity until proper order is restored. This shall not be construed as cause for additional compensation.

7.) STREET CLEANLINESS:

The contractor shall clean and keep clean the streets, the work and public or private property occupied by him, form waste materials or refuse resulting from his operations. Trucks hauling excavated materials, cement, sand, stone or other loose materials from or to the site shall be tight so that no spillage will occur on adjacent streets. Before trucks start away from the site, their loads shall be trimmed. Should the Contractor be negligent of his duties in maintaining the proper street cleanliness, the Owner will take necessary steps to perform such cleaning and shall charge the Contractor for all the costs.

8.) MAINTENANCE OF TRAFFIC:

During the progress of the work, the Contractor shall accommodate both vehicular and pedestrian traffic as provided in these specifications and as indicated on the drawings. In the absence of specific requirements, the Contractor shall maintain access and movement of all such traffic. However, the Contractor shall provide for the following:

a) General Traffic Control: All construction signing and traffic control shall be in accordance with the guidelines and provisions of the Michigan Manual of Uniform Traffic Control Device (MMUTCD). The Contractor shall provide barricades and advance warning signs as specified on the Signing Diagrams, or as directed by the Engineer, and provide any signs and barricades within the project area necessary to protect traffic. The Contractor shall not begin any operation on the project until all of the specified/necessary signs have been installed and approved by the Engineer.

b) Existing Warning and Regulatory Signs: Existing traffic control signs and street name signs shall be removed, temporarily reset and maintained by the Contractor if necessary. Upon completion of the project, traffic control signs and street name signs will be reset in their proper position in accordance with the City's sign inventory or at the direction of the Engineer. All existing permanent signs on this project are to be preserved and maintained as incidental to the project. All signs which are damaged during the course of construction will be charged to the contractor. The City will inventory all signs at the beginning of a project, and upon project completion, before final acceptance is made.

c) Provision for Local Traffic: The Engineer may direct the Contractor to use Aggregates for maintaining traffic in various locations for maintaining local or through traffic. Aggregates for maintaining traffic shall consist of 21AA limestone. Aggregate placed to maintain traffic shall be removed and incorporated into the project, where specified by the Engineer, as incidental to the project. Surplus Aggregate, which cannot be incorporated into the project, shall be disposed of by the Contractor as incidental to the project.

d) Maintaining Traffic Over or Along the Project: Barricades or other approved channelizing device, when required or necessary, shall be staggered along the edge of the pavement abutting the work area with a maximum spacing between barricades of 100 feet on straight portions of the roadway and 50 feet on curved roadway sections or in tapers. When provided for on the plans, temporary widening of the exiting pavement shall be constructed with base aggregate for temporary roadway and bituminous surfacing. The base aggregate for temporary roadway shall consist of 21AA limestone.

The Contractor shall provide adequate temporary lane delineation/pavement markings on roadways that have existing pavement markings or where pavement markings are proposed. Bituminous surfaces shall be marked during or at the end of each day's paving. Concrete surfaces shall be marked prior to opening the pavement to traffic. Temporary pavement markings shall be placed as shown on the plans or as directed by the Engineer. The lane delineation shall include the placement of 4" wide markings, a minimum 3 foot length of tape (type NR or type R) per 50 feet of roadway. Markings shall either be white or yellow in accordance with the Michigan Manual of Uniform Traffic Control Devices. Placement of temporary markings shall be incidental to the project.

e) Utility Access and Governing Traffic Ordinance: Access to fire hydrants, water and gas valves shall always be maintained. The Contractor's truck and equipment operations on public streets shall be governed by all local traffic ordinances and regulations of the Fire, Police Department and Department of Public Works.

f) Construction Openings: Working sites at manholes, alignment holes, and other minor openings in streets need not be fenced, but they shall not be larger than necessary and shall be well protected by lighted barricades and shall not be occupied longer than necessary. Small openings in street shall be covered with strong steel plates anchored in place when they are not required to be open for construction purposes.

Shaft locations shall be selected at points where they will interfere with traffic as little as possible and their working site arrangements shall meet the approval of the Engineer. Detouring of traffic shall be done in accordance with the requirements of the local department having jurisdiction and the guidelines of the Michigan Manual of Uniform Traffic Control Devices and the MDOT Standard Construction Specifications.

g) Partial Street and Access Obstructions: Where streets are partially obstructed, the Contractor shall place and maintain temporary driveways, ramps, bridges and crossings that are necessary to accommodate the public. In the event of the Contractor's failure to comply with the foregoing provisions, the Owner may, with or without notice, cause the same to be done and deduct the cost of such work from any monies due or to become due the Contractor under this contract, but the performance of such work by the Owner, or at his insistence, shall serve in no way to release the Contractor from his liability for the safety of the traveling public.

h) Advance Notice: The Contractor shall inform the local fire and police departments in advance of his program of street obstruction and detours, so that these departments can set up plans for servicing the area in case of an emergency. He shall also notify the Department of Public Services at least one week prior to obstructing any street.

i) Flag Control: The Contractor shall direct traffic using flag control in accordance with the specifications of the Michigan Manual of Uniform Traffic Control Devices and MDOT's current Standard Specifications for Construction. The Contractor shall use flag control for all construction operations that interfere with normal traffic flow and where specified by the Engineer. All advanced signing and equipment shall be incidental to the project or included in the specified flag control pay item.

j) Miscellaneous: Along with the above, the Contractor shall provide flagmen, warning lights, signs and barricades necessary to direct and protect vehicular and pedestrian traffic, as determined necessary by the Owner.

9.) CARE OF WORK:

The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, by the City of Farmington Hills.

Outside the scope of this project the Contractor shall not damage sidewalks, streets, curbs, pavements, utilities, structures, or any other property, either on or adjacent to the site. He shall repair it at his own expense, and in a manner satisfactory to the City of Farmington Hills any damage thereto caused by its operations.

10.) DISPOSAL OF EXCAVATED MATERIAL:

Excavated material permitted to be used for backfill may be deposited along line of work where working room permits. All materials in excess of the quantity permitted for backfilling and all materials unsuitable for backfilling shall be hauled away by the Contractor. Where the surplus excavated material is wanted by the Owner, it shall be disposed of within the incorporated limits of the Governmental Agency at locations which are designated by the Owner or his representative, all at the Contractor's expense. Material not wanted by the Owner shall be disposed of by the Contractor at sites obtained by him, at his expense. He shall provide all labor and equipment for spreading such materials at the place of dumping and shall leave such areas in a neat and generally level condition.

11.) FINAL CLEANUP AND GRADING:

Upon completion of construction and before final payment is due, the Contractor shall restore his working area to as clean a condition as existed before his operations were started. He shall go over the entire line of work and refill any places that may have settled. He shall then regrade and put in shape all backfilled trenches, all fills he may have made from excess excavated materials, and all other areas that may have been disturbed through his operations.

12.) PUBLIC AND PRIVATE UTILITIES:

It is understood that the Contractor shall contact all utility companies' public or private prior to starting construction to verify all locations and elevations.

Where any utilities, public or private, such as water, sewer (storm or sanitary) gas, telephone, electric, or any other are encountered, the Contractor must provide adequate protection for them and he will be held responsible for any damages to such utilities arising from his operations. When it is apparent that construction operations may endanger the foundation of any such utility conduit, cable, or the support of any utility structure or appurtenance, the Contractor shall notify the utility owner of this possibility and he shall take such steps as may be required to provide temporary bracing or support. When it is necessary, in order to carry out the work that a pole, electric or telephone structure or any other conduit or cable be moved to a new location, or moved and replaced after construction, the Contractor shall arrange with the Owner of the utility, public or private, for the removing of such pole or poles, or other conduit or cable, and shall pay all costs therefore.

Where it is the policy of any utility owner to make his own repairs to damaged conduit or other structures, the Contractor shall cooperate to the fullest extent with the utility and he shall see that his operations interfere as little as possible with those operations and shall bear all costs therefore.

13.) ACCIDENT PREVENTION:

The Contractor shall exercise proper precaution at all times for the protection of persons, property and shall be responsible for all damages to property, either on or off the site which occur as a result of its fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be safety and health measures as the City of Farmington Hills may determine to be reasonably necessary. Machinery, equipment and all other hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

14.) HOURS OF WORK:

City ordinances require that construction activity be allowed only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday on local roadwork. Major roads other than industrial roads, work hours are restricted to Monday through Friday, 9:00 a.m. to 3:00 p.m. Construction on industrial roads may also be restricted to Monday through Friday, 9:00 a.m. to 3:00 p.m. if it is determined to be in the interest of the health, safety and welfare of the City. When it is determined that special circumstances exist, or it is in the best interest of the City, or where there is a threat to public health, safety, or welfare allowances may be made to allow construction (only in non-residential areas) on Sundays and Holidays. Permission must be given in writing and authorized by the City Manager or the Director of Public Services. A copy of the written authorization shall be forwarded to the Police Department. The contractor/builder receiving the

authorization shall keep a copy of the authorization at the construction site. **For specific time limit and scheduling, see the supplemental specifications section.**

15.) GAS

If the Contractor or his forces must work in existing sewers, open excavations or new sewer not yet approved and accepted by the Owner in which gas may be present, the sewer or open excavations shall be checked for the presence of gas before entering. If gas detected cannot be removed by natural ventilation, or by the removal of manhole covers on existing sewer appurtenances, the Contractor or his forces shall maintain forced draft or such other gas control or removal process as may be necessary to render the sewers or open excavation safe, as determined by gas detection instruments and shall pay all costs therefore. Neither the Owner nor Engineer shall be responsible or liable for any damages arising out of or resulting from gas, either directly or indirectly.

16.) SAMPLES FOR TEST

The Contractor shall furnish all samples of materials necessary for tests as determined by the Engineer. All samples taken for analysis and tests shall be taken in such manner as to be truly representative of the entire lot under test. The Contractor shall furnish such assistance and facilities as the Engineer may require for collecting, storing and curing samples. He shall also pay the cost of delivering the testing.

17.) SOURCE OF MATERIALS AND EQUIPMENT:

The Contractor shall be free to secure the approved materials and equipment from sources of his own selection. However, if the Engineer finds that the work will be delayed or adversely affected in any way because a selected source of supply cannot furnish a uniform product in sufficient quantity, or the product is not suitable for the work, the Engineer shall have the right to require the original source of supply be changed by the Contractor. The Contractor shall have no claim for damage for additional compensation because of this agreement.

18.) MATERIALS, DELIVERY, STORAGE AND HANDLING:

All materials shall be so delivered, stored and handled as to prevent the inclusion of foreign materials and the damage of materials by water or breakage. Packaged materials shall be delivered in original, unopened packages and stored until ready for use. Packages of materials showing evidence of damage shall be rejected.

All materials that have been stored shall be subject to re-test and must meet the requirements of their respective specifications at the time they are used in the work.

19.) WATER:

All water used in connection with the work shall be from the local water department. The Contractor shall secure the required permit from the Oakland County Drain Commissioner's Office (248-858-1122 or 248-858-0958) and shall bear all expenses of such permit and for the water used. Contractor shall comply with all procedures (hours, permit, payment, access, etc.) which govern the use of municipal water.

Where water is not available from the Drain Commissioner's Office, the Contractor shall obtain his own source of supply, the quality of which shall be subject to the approval of the Engineer.

20.) EXISTING STRUCTURES:

The Contractor shall assume full responsibility for the protection of all buildings or other structures and their foundations as well as other improvements such as pavement, roadways, sidewalks or railroad tracks that might be affected by his operations. Should settlement or lateral movement of adjacent structures or surface features occur, such conditions shall be rectified by the Contractor at his expense.

21.) BACKFILL:

For purposes of these specifications, backfill shall be considered as that material placed in open cut excavations above an elevation 12 inches over the outside top of the utility or installation.

a.) Backfill for all trenches in public rights-of-way when whole or any portions thereof lie under, cross or run within 5.0 feet of a parallel to proposed or existing concrete, asphalt or aggregate surfaced roadways, or combinations thereof, driveways, parking areas or walkways, shall be porous material as defined hereafter and mechanically compacted in place in one (1) foot layers or less to a minimum compaction of 95%.

b.) Unless specified elsewhere, all trenches under road shoulders defined as the area from the edge of pavement, whether concrete or asphalt to the adjacent road ditch or the area within eight (8) feet of said pavement edge, whichever is lesser, shall be backfilled as described under (a) above. Aggregate surfaced roadways with parallel ditches shall not be considered to have a shoulder area so that backfill of all trenches between top of banks of parallel road ditches adjacent to the traveled aggregate roadway shall be as described in (a) above.

c.) Backfill for all trenches not included in limitations described under (a) and (b) above or in permanent easements adjacent thereto or permanent easement across graded and improved sites, all unless specified elsewhere may be selected excavated material (excluding blue clay) mechanically compacted in place to produce a minimum 90% compaction.

d.) When select excavated material is permitted to be used for backfill, this material shall be free of rocks, rubble, roots, stumps, refuse, organic materials, blue clay, and other materials which would not, in the opinion of the Engineer, facilitate compaction or assume proper settlement or which would damage or displace the utility or installation.

e.) Specified compaction means not less than the percentage required based on the maximum unit weight at optimum moisture content when tested in accordance with AASHTO Specification T-180 or ASTMD-1557-64T. If the excavated material is not suitable to obtain the minimum compaction required, the Contractor shall, at his expense, remove unsuitable material or add porous materials or both to obtain the compaction specified. Compaction tests will be made by a representative of the Owner and paid for by the Owner, unless otherwise specified.

f.) Whatever type of backfilling is required, its costs shall be included in the price bid per lineal foot of installing the edge drain or base material for driveway repairs.

g.) Porous backfill material shall meet the following gradation specifications where specified on the plans or elsewhere in the contract.

1. Gravel, stone or slag meeting gradation requirements of M.D.O.T. Specification designation 21A or 22A limestone.

2. Gradation requirements of M.D.O.T. Specification for Porous Material Grade "A", approved by the Engineer.

3. Gradation requirements M.D.O.T. Specification for Porous Material Grade "B", approved by the Engineer.

4. Approved bank-run sand or sand-gravel uniformly graded that will contain less than 10% clay or loam and pass a 3/4 inch mesh screen respectively, approved by the Engineer.

5. Class II sand or gravel backfill shall conform to the most recent M.D.O.T. Standard Specifications for construction.

h.) No backfilling shall be done prior to inspection of the pipe and after this inspection, the sand required to a point one foot above the pipe shall be placed. The entire backfilling operation shall proceed along with the laying of

the pipe and at no time shall more than 50 feet of trench be open between the point of pipe laying and the backfill.

If the required trench compaction is not being met within 300 feet of the pipe laying operation, the Contractor shall cease further construction until the compaction requirements are met and can be maintained.

22.) MORTAR FOR BRICK WORK AND PIPE JOINTS:

Mortar for brick work or block work in sewers or appurtenances and for pipe joints shall be mixed by volume in the proportions of one part Portland cement to two parts sand. A bag of cement shall be considered one cubic foot. The cement and sand shall be first mixed dry to a uniform color in a batch mixer or a tight mortar box, and then mixed thoroughly with water which shall be added gradually to the required consistency. Mortar shall be mixed in batches of such sizes as will be used within one hour. Any mortar which has set sufficiently to require retempering shall not be used.

The amount of material in the sand removable by decantation shall not exceed 2% by weight. Not less than 90% of the material shall pass a No. 8 sieve and at least 95% shall be retained on a 100 sieve.

23.) FINAL TRIM AND CLEANUP:

The following items shall constitute Final Trim and Cleanup, damage, repair, or replacement of which shall be the responsibility of the Contractor. The cost of the work described below shall be incidental to the cost of the project unless otherwise specified elsewhere in this proposal.

a) All concrete pavement, gravel roadways, with or without asphalt surfacing driveways or service drives and approaches to same, either concrete, gravel or asphalt surfaced and all sidewalks or housewalks disturbed by the Contractor shall be replaced. All necessary removal and replacement shall meet the current specifications of the governmental unit or agency having jurisdiction.

When the utility, as proposed for construction will be located under an existing concrete pavement and when the residual pavement is five feet or more in width, it may be left in place. However, if the residual pavement is less than five feet from a pavement joint or from the face of the curb, it shall be removed and replaced. If the residual pavement to be removed is adjacent to the curb, the curb shall be removed and a new curb poured integral with the pavement. All concrete pavement which is not removed to a joint shall be saw cut to a depth equal to 2/3 thickness prior to removal. All concrete pavement replaced shall be to a thickness with or without reinforcing mesh and with or without hook bolts as required by the Governmental Agency having jurisdiction thereof. All damages or undermined pavement shall be removed and replaced.

All concrete pavement and/or driveway approaches under the jurisdiction of the City of Farmington Hills shall meet the specifications for Grade AA, 3500 lb. concrete, with air-entrained cement, course aggregate gradation equal to City pavement standards and properly cured with white membrane curing compound.

If the pavement removed has an asphaltic concrete surface, the surface shall be removed to a distance one foot beyond the limits of the removed concrete pavement. The butt joint in asphaltic concrete removal shall be prepared by sawing through the total depth of asphaltic concrete. The surface shall be replaced with a nominal thickness of asphaltic concrete meeting the requirements of the Agency having jurisdiction, both as to materials and method of replacement.

All asphalt replacement under the jurisdiction of the City of Farmington Hills shall be MDOT Div. 4, No. 11 bituminous mixture modified with 20AA aggregate, minimum 50% crushed, with asphalt penetration 85-100.

When the utility as proposed for construction will be located under an existing gravel pavement, an equivalency of 8" of 22A roadside gravel shall be placed over approved compacted sand backfill, as stated in Item 28 of

these General Specifications. It shall be maintained at this thickness and blended in to provide a smooth, continuous, uniform grade.

b) All necessary grading shall be done to fit adjoining ground elevations.

Where existing drainage ditches are disturbed or destroyed, they shall be restored to the original cross-section by the Contractor. Where there are no existing drainage ditches within the limits of the contract, drainage ditches shall be installed to the standard cross-section for ditches or as directed by the Engineer.

c) Established lawn areas disturbed by the Contractor shall be restored in the following manner:

1) All lawn areas damaged during the work shall be graded and restored with sod. The Contractor shall restore the existing lawn areas with Class A sod as specified in Section 6.53 "Turf Establishment" of the most recent M.D.O.T. Standard Specifications for construction, except that Class A seed shall be sown at a rate of 200 lbs/acre and will not be paid for until satisfactory germination has been accepted. All sod shall be placed on a two-inch bed of topsoil. This topsoil shall be rich black earth, free from sod, stoned, weed stalks and debris.

2) When seeding is required, the Contractor shall rebuild the existing lawn areas with Class A seed as specified in Section 6.53 "Turf Establishment" of the most recent M.D.O.T Standard Specification for construction. The top four inches (4") of trench backfill shall be made with selected topsoil preserved or secured elsewhere for this purpose.

This topsoil shall be rich black earth, free from sod, stones, weed stalks or debris. The trench surface shall be carefully raked to an even level with all stones, sticks and other debris removed. The lawn seed mixture shall be distributed in an amount not less than twenty pounds of 10-6-4 commercial fertilizer per one thousand square feet into the area. Seed shall not be sown between June 15 and August 15, nor between October 15 and April 15, nor any time when the soil has insufficient moisture to insure proper germination. After sawing, the surface shall be lightly raked with a steel garden rake or equivalent, and rolled with a light lawn roller. Seeded areas shall receive a proper mulch of clean wheat or oat straw, chopped to a maximum length of three inches. All lawn repairs, whether seeding or sodding shall be incidental to laying the pipe unless listed as a separate bid item on the proposal. Contractor shall be responsible for the watering of the lawn areas for a period of 14 calendar days after seeding and sodding.

3) Shrubs, small trees and other planting which may be damaged during any phase of the work shall, with the permission of the Owner, be replanted as directed or removed to an area provided by the contractor and "heeled in" until such time as they can be replanted in their original location. The work shall be done in an acceptable manner and the Contractor shall be required to replace any shrubs or trees that fail to survive.

d) Private ornamental gas or electric lights, fences, shrubs, rip-rap material, small out buildings and similar items placed or installed in street right-of-way or public or private utility easements by the property owner shall be carefully removed and placed on the adjacent property at the location designated by the property owner.

e) Items under "d" above where damaged or disturbed in construction easements, or private property adjacent thereto shall be repaired and/or restored to original condition.

24.) EROSION AND SEDIMENT CONTROL:

In compliance with Soil Erosion and Sedimentation Control Act (P.A. 347 of 1973), the City of Farmington Hills has adopted by reference the latest rules promulgated by the Michigan Department of Natural Resources relative to said Act.

In general, the Contractor shall take necessary precautions to positively prevent erosion and resultant sediment run-off into existing open or enclosed drains, because all such run-off eventually reaches natural streams. To accomplish such control it may be necessary to build various types of gravel filters, sandbag traps, straw bale traps, barriers or other approved means to filter sediment or combinations of same. For these S.A.D. projects, we suggest the consideration of utilizing the following types of sediment control, either singly or in combination, or other means which may prove equally effective (see detail sheet).

1. Stone Outlet Filter Within a Straw Bale Berm
2. Stone Outlet Filter within an Earth Berm
3. Straw Bale Diversion Berm
4. Ditch Sediment Trap

In each case, the purpose is to settle out and/or filter out the sediment being carried away in storm flow as a result of removing natural vegetation (or hard surface areas) and exposing subsoil's during construction operations. It will be necessary to construct such erosion control systems during construction, so they will be functional at any and all times. It is absolutely necessary to inspect operational erosion control installation after each storm and perform any needed repairs, cleaning of filter media or other adjustments as may be required. The erosion and sediment control systems must remain in operable condition until final site restoration has been accomplished, to wit:

a) All areas to receive sod are properly sodded.
b) All areas to receive seed and mulch are so treated and the new grass reaches acceptable growth and density.
c) All areas to be resurfaced (drives, walks, roadways) are paved; and
d) In general, all surplus earth has been removed and no areas disturbed during construction remain vulnerable to further erosion as a direct result of the construction activity.

ALL COSTS FOR THIS WORK, INSTALLATION, MATERIALS, LABOR AND MAINTENANCE SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.

CITY OF FARMINGTON HILLS

DEPARTMENT OF CENTRAL SERVICES
PURCHASING DIVISION
31555 W. ELEVEN MILE ROAD
FARMINGTON HILLS, MI 48336-1165
www.fhgov.com

PHONE 248-871-2435

CITY OF FARMINGTON HILLS - DPW

SUPPLEMENTAL SPECIFICATIONS
2024 AS NEEDED CATCH BASIN, STORM WATER PIPE AND CONCRETE SLAB STABILIZATION PROGRAM

The City of Farmington Hills Division of Public Works (DPW) is requesting itemized proposals for as needed catch basin, storm water pipe and concrete slab stabilization throughout the City of Farmington Hills. Staff of the firms which submit proposals for this work must have a minimum of ten (10) years of demonstrated experience with the repair of municipal underground utility structures using expanding geotechnical polymer foam.

1. **TERM OF CONTRACT**
   The term of the contract is from the date of the Proceed to Work order through the following 12 months, subject to the City's right to rebid.

2. **FISCAL YEAR FUNDING**
   Fiscal year funding is from FY 24/25, 25/26, 27/28, 28/29, & 29/30.

3. **DESCRIPTION OF WORK**
   a. The City maintains jurisdiction of both local, low volume, subdivision type streets and major aterial type streets, both hosting many masonry and pre-cast storm water catch basins, concrete and CMP storm water pipes and concrete pavement/sidewalks.

   b. The contractor shall be required to furnish all necessary labor, machines, tools, equipment and other means to fill voids around storm water structures and under concrete pavement, slabs and sidewalks using expanding polymer foam on the City's street system and City properties.

4. **GENERAL**
   a. Unit prices shall remain firm for the term of the contract. The owner will contact the contractor when service is needed. The schedule for any work performed under this agreement must be approved by the DPW Superintendent or Supervisor.

5. **SCOPE OF WORK**
   a. The City is requesting pricing for the items listed in the itemized proposal. Unit pricing shall include all labor, tools, equipment, materials, parts and incidentals needed to fill voids and/or stabilize storm water structures and concrete slabs. Restoration and clean up shall also be included in the bidder's unit prices. All work will be at the request and authorization of a DPW Road Supervisor, or the Public Works Superintendent.

6. **SUBCONTRACTS**
   a. The Contractor shall not sublet, assign, or transfer, this contract, or any portion thereof or any payment due him there under, without the written consent of the Owner.

7. **RESTORATION**
   a. The Contractor shall assume full responsibility for the protection of all pavements, walls, utilities, water mains, sewers, telephone lines, gas mains, cable TV wiring, computer cables, irrigation systems, mailboxes and any other services, structures, or landscaping along or near the work site which may be affected by the contractor's operations and equipment. The Contractor shall indemnify, defend, and save harmless the City against all damages or alleged damages to any such structure arising out of his work and bear the cost of repair or replacement of any such structure or landscaping damaged as a result of his/her operations.

b. Any disturbed landscaping shall be restored by the contractor. All debris shall be removed from the site. Landscape restoration shall include sod repair, as opposed to seed and topsoil, where irrigation/sprinkler systems exist.

8. SAFETY

a. All construction procedures shall comply with the Safety Code of the State of Michigan and appropriate portions of the Occupational Safety and Health Act (OSHA). Contractor must submit proof of OSHA Confined Space training Certification with bid.

9. TRAINING/CERTIFICATION

a. The staff working for Contractor must have appropriate licenses, including but limited to:
b. Installer Certification Level (minimum) through Spray Polyurethane Foam Alliance Professional Certification Program (SPFA-PCP).
c. OSHA Confined Space Certification.
d. Products used shall not contain PFAS compounds. Contractor shall provide documentation of this laboratory analysis testing.
e. Contractor shall provide certifications with bid submittal.

10. MAINTAINING TRAFFIC

a. Traffic is to be maintained in accordance with the current edition Michigan Manual of Uniform Traffic Control Devices, and M.D.O.T. Standard Plans and Specifications. The Contractor and employees shall be responsible for all traffic control within the Construction Influence Area (CIA) and shall comply with all MDOT Work Zone Safety Specifications.

b. The degree of the magnitude of the temporary traffic controls will vary depending on the classification of the roadway (major vs. local) where the work is being performed.

11. APPLICATOR QUALIFICATIONS

a. The Contractor shall provide staff for the work under this project that have documented minimum of ten (10) years of experience in the application of expanding geotechnical polymer foam for municipal underground utility structures, pipes and slab lifting. Documentation must also be provided that the Contractor, staff and methods are approved by the product manufacturer.

12. REFERENCES

a. Each bidder shall provide the City of Farmington Hills with a list of projects (minimum five) in the metro Detroit area where the contractor has completed similar work in the past. Include name of contact, firm, address and phone number.

13. MISS DIG—UTILITY LOCATION

a. The Contractor is responsible to notify Miss Dig for all sites where below-grade work is necessary. Three (3) days advance notice must be given. No below-grade work shall be performed unless sites are properly staked.

b. CALL MISS DIG AT 1-800-482-7171

c. Although all available information will be provided to the contractor, it remains the responsibility of the contractor to locate all underground utilities. Some utilities may exist but not appear on plans provided by the City. Accordingly, all precautions must be taken to ensure that utilities, including irrigation systems, are not damaged. The contractor must utilize utility location devices, hand-digging, and all other precautionary practices necessary to ensure that utilities are not damaged or disrupted.

14. MISCELLANEOUS

a. No deviation from any of specifications will be permitted unless approved in writing by DPW or Engineering staff. All work shall be complete. Incidentals not indicated above shall be the responsibility of the contractor. No payment shall be made until the entire work is completed, per location.

b. No work shall be performed unless a DPW Inspector is present.

c. Should there be any contradictions between the supplementary specifications and the general specifications, the supplementary specifications shall take precedence.

15. CONTRACTOR'S SUPERVISION AND ORGANIZATION

a. The Contractor shall give efficient superintendence to the work, using his best skill and attention. The Contractor shall at all times keep on the site of the work, during its progress, a competent superintendent and any and all necessary foremen and assistants. The superintendent shall represent and have full authority to act for the Contractor in the latter's absence, and all directions given to him shall be as binding as if given to the Contractor. On written request in each case, all such directions will be confirmed in writing to the Contractor.

b. The Contractor shall employ only competent, efficient and properly licensed workers and shall not use any unfit person not properly skilled in the work assigned to him/her, and shall at all times enforce strict discipline and good order among employees.

16. EQUIPMENT

a. The Contractor shall provide an equipment listing with the submitted bid. The following minimum requirements shall be met:
b. At least one (1) H-40 Grayco reactor with the ability to utilize 400' of working hose, or equivalent.
c. At least two (2) units containing a Grayco Reactor, or equivalent.
d. All equipment must contact "Green Light Package" per Michigan Law PA 161 of 2016.

17. MATERIALS

a. The material to be used for the stabilization of the City's storm water structures and concrete slab lifting/stabilization shall be a hydrophobic, two-part polyurethane foam meeting or exceeding the following:
b. Average density (AST M D1622) = 4 lbs/ft3
c. Compressive Strength (ASTM D1621)
d. Peak Stress = 90 psi
e. Peak Strain = 7%
f. Yield Stress = 100 psi
g. Yield Strain = 8%
h. Tensile strength (ASTM D1623)
i. Avg = 85 psi
j. Elongation = <5%
k. Thermal & Humid Aging (ASTM D2126) = <1%
l. The contractor shall submit documentation certifying that the materials supplied are consistent with this specification.

18. CONSTRUCTION PROCEDURE

a. Within 48 hours of notification by the City's Div. of Public Works, the contractor shall schedule a field meeting with the DPW Supervisor or Superintendent to review the necessary work, and become familiarized with each of the locations. Upon completion of the field meeting, a cost estimate will be prepared by the contractor and submitted to the DPW Supervisor for authorization along with a schedule for the completion of the work.

19. MAINTAINING TRAFFIC

a. The City's Division of Public Works will provide the necessary temporary traffic control for each project location in accordance with the most current version of the MMUTCD.

20. PROGRESS PAYMENTS

a. The contractor may request monthly progress payments for work completed during any calendar month. Requests for payments shall be based on the inspector's signed Daily Reports, measurement of work completed, and the unit prices established in the contract, all in conformance with the agreement, or other governing conditions.

21. BASIS OF PAYMENT:

BID ITEM 1: **Injection Stabilization of Storm Water Catch Basin** – Shall be paid for the injection of hydropholic, two-part polyurethane foam to void-fill around the outside perimeter of a storm water catch basin. The unit cost of this item shall include all materials, equipment, labor, and tools necessary to completely fill the voids around the structure as outlined in the contract specifications.

BID ITEM 2: **Injection Stabilization of Storm Water Pipe or Concrete Slab** – Shall be paid for by the pound of hydropholic, two-part polyurethane foam to void-fill around the outside perimeter of concrete or CMP storm water pipe and the void-filling and slab lifting of concrete road surfaces, concrete sidewalk, and concrete slabs. The unit cost of this item shall include all materials, equipment, labor, and tools necessary to completely fill the voids around the pipe, under the concrete slab or lift the slab into the required position.

BID ITEM 3: **Mobilization** – Shall be paid the lump sum value of one mobilization for each group of locations assigned to the contractor by DPW staff. Should the as-needed request be for one location, then the contractor will be paid one mobilization unit for that call in. Should the DPW have multiple locations in the same city, in need of repair resulting in one as-needed call in, the contractor will be paid for one mobilization only.

CITY OF NOVI CITY COUNCIL
JUNE 23, 2025

SUBJECT: Consideration of adoption of a resolution authorizing approval of a contract with the Michigan Department of Transportation (MDOT) for the rehabilitation of 13 Mile Road between M-5 and Haggerty Road, in the amount of $357,459.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- MDOT requires the City to agree to a cost participation agreement for projects receiving federal funds.
- The City's is responsible for an estimated $357,459 of the construction award, which is the low bid of $881,204 minus the $523,745 federal funds.
- The City is responsible 100% for the construction engineering and material testing services costs.
- Construction may begin this July, depending on the contractor's availability.

FINANCIAL IMPACT

	FY 2025/26
EXPENDITURE REQUIRED	**$ 357,459.62 Construction** **$ 111,308.00 ENG** **$ 468,768.00**
BUDGET **Major Street Fund 202-449.20-975.153**	 **$ 725,642.00**
APPROPRIATION REQUIRED	**$ 0**
FUND BALANCE IMPACT	**$ 0**

Budget includes current estimated total project costs for construction (construction engineering, crew days, material testing, contingency, etc.), which is currently $583K once federal funds are deducted.

BACKGROUND INFORMATION:

The City was awarded $523,745 in federal funds for obligation in 2025 through the Oakland County Federal Aid Committee (FAC) Transportation Improvement Program (TIP) for the rehabilitation of 13 Mile Rd between M-5 and Haggerty Rd. MDOT is responsible for administering federal funding to local agencies.

The contract is broken down into two parts:

- Part A – Hot mix asphalt cold milling and resurfacing, trenching and aggregate shoulders along 13 Mile Road from M-5 to Haggerty Road (receiving federal funding).
- Part B – Irrigation and audio-visual route survey along the project limits (not eligible for federal funding).

MDOT's bid letting for the project was on June 6, 2025. Of the four bids received by MDOT, Ajax Paving Industries, Inc. was the lowest at $881,204.62. The City is responsible for the construction engineering services and material testing services related to this project, which will be awarded to the following pre-qualified firms using the fee percentages in the Agreements for Professional Engineering Services and Geotechnical Engineering Services for Public Projects. The amounts are based on the low bid amount of $881,204.62.

$ 881,204.62 Construction Contract Award based on the Lowest Bidder

$ 523,745.00 Less Federal Funds

$ 357,459.62 City's Estimated Responsibility of the Construction Award

OHM Advisors		
Contract Administration	6% of the construction award	$ 52,872.28
Crew Days	$800 daily inspection fee x 40 days	$ 32,000.00
G2		
Material testing services	3.0% of construction award	$ 26,436.14

Total $111,308.00

The City Attorney reviewed the contract and resolution favorably (Beth Saarela, June 11, 2025). Depending on the contractor's availability, construction may begin this July.

RECOMMENDED ACTION: Adoption of a resolution authorizing approval of a contract with the Michigan Department of Transportation (MDOT) to agree to the rights and obligations associated with the rehabilitation of 13 Mile Road between M-5 and Haggerty Road, with the City of Novi's estimated responsibility for construction in the amount of $357,459.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION
MDOT CONTRACT 25-5242
MDOT COST PARTICIPATION AGREEMENT
13 MILE ROAD, M-5 TO HAGGERTY ROAD

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 June 23, 2025, 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 was awarded federal funding through the Michigan Department of Transportation (MDOT) under the Surface Transportation Program (STP) in the amount of $523,745 for rehabilitation of 13 Mile Road from M-5 to Haggerty Road; and

WHEREAS; the City of Novi's cost participation amount is estimated to be $481,785 of the total estimated project cost of $1,005,530; and

WHEREAS; MDOT administers all projects that receive federal funds on behalf of the local agency; and

WHEREAS; the Mayor and the City Clerk are authorized to execute the approved Cost Participation Contracts, on behalf of the City, as expressly authorized, directed and instructed by the Council.

NOW THEREFORE, IT IS THEREFORE RESOLVED that Mayor and Council of the City of Novi hereby support and authorize participation in MDOT Contract No. 25-5242, by and between the Michigan Department of Transportation and the City of Novi.

And approve MDOT Contract Number 25-5242.

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 23rd day of June, 2025, 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

13 Mile Road Rehabilitation, M-5 to Haggerty Road

Location Map

Map Author: Runkel
Date:6-10-2025
Project: 13 Mile Rd
Version #: 1.0

MAP INTERPRETATION NOTICE

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

Project Limits

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

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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

ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

June 11, 2025

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

Re: MDOT Cost Participation Agreement and Resolution- 13 Mile Road from M-5 to Haggerty Road
Contract No. 25-5242

Dear Ms. Runkel:

We have received and reviewed the Cost Participation Agreement prepared by the Michigan Department of Transportation (MDOT) for Hot mix asphalt cold milling and resurfacing, trenching and aggregate shoulders along 13 Mile Road from M-5 to Haggerty Road, including concrete base course repairs, curb and gutter, curb ramps, sidewalk, guardrail, riprap, permanent signing and pavement markings; and all together with necessary related work within in the City. The total project cost is $1,005,530, excluding video, preliminary engineering, construction engineering, construction materials testing, and inspection costs. Federal funding from the Highway Surface Transportation Program will be provided up to $523,745. The remaining cost of the road rehabilitation will paid by the City.

The Agreement is provided for the limited purpose of setting forth how the project costs will be paid by the named parties. MDOT will bid out and complete the Project.

Subject to Engineering review and approval of the cost breakdown of the project, we see no legal impediment to entering into the Cost Sharing Agreement. It is MDOT standard Cost Participation Agreement form and the parties each retain liability for their own actions.

The Resolution provided is for the purpose of City Council approving the Contract and authorizing City signatures.

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)
Megan Mikus, Deputy DPW Director (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

STP DA

Control Section	STU 63000
Job Number	215131CON
Project	25A0587
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5242

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF NOVI, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the cities of Novi and Farmington Hills, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated May 7, 2025, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION
Hot mix asphalt cold milling and resurfacing, trenching and aggregate shoulders along 13 Mile Road from M-5 to Haggerty Road; including concrete base course repairs, curb and gutter, curb ramps, sidewalk, guardrail, riprap, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION
Irrigation and audio-visual route survey along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A
Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) $523,745 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B
The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF NOVI

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
for Department Director MDOT

May 7, 2025

EXHIBIT I

CONTROL SECTION	STU 63000
JOB NUMBER	215131CON
PROJECT	25A0587

ESTIMATED COST

CONTRACTED WORK

	PART A	PART B	TOTAL
Estimated Cost	$996,030	$ 9,500	$1,005,530

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$996,030	$ 9,500	$1,005,530
Less Federal Funds*	$523,745	$ 0	$ 523,745
BALANCE (REQUESTING PARTY'S SHARE)	$472,285	$ 9,500	$ 481,785

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than $500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the contractor until the contractor complies; and/or

    b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

> The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

CITY OF NOVI CITY COUNCIL
JUNE 23, 2025

SUBJECT: Consideration of a contract with the Michigan Department of Transportation (MDOT) for the rehabilitation of West Park Drive between 12 Mile Road and Pontiac Trail, in the amount of $2,659,275.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- MDOT requires the City to agree to a cost participation agreement for projects receiving federal funds.
  The City will be responsible for an estimated $2,659,275.45 of the construction award, which is the low bid $4,434,940.45 minus the $1,775,666 federal funds.
- The City is responsible 100% for the construction engineering and material testing services costs.
- Construction is expected to start either this summer or next spring, depending on the contractor's schedule.

FINANCIAL IMPACT

	FY 2024/25	FY 2025/26	Total
EXPENDITURE REQUIRED	**$ 439,273.00**	**$2,659,275.45**	**$ 3,098,548.00**
BUDGET **Major Street Fund 202-449.20-975.152**	**$ 439,273.00**	**$ 2,998,348.00**	**$ 3,437,621.00**
APPROPRIATION REQUIRED	**$ 0**	**$ 0**	**$ 0**
FUND BALANCE IMPACT	**$ 0**	**$ 0**	**$ 0**
Budget includes current estimated total project costs for construction (construction engineering, crew days, material testing, contingency, etc.), which is estimated at $3.3M once federal funds are reduced.			

BACKGROUND INFORMATION:

The City was awarded $1,775,666 in federal funds for obligation in 2025 through the Oakland County Federal Aid Committee (FAC) Transportation Improvement Program (TIP) for rehabilitation of West Park Drive between 12 Mile Rd and Pontiac Trail. MDOT is responsible for administering federal funding to local agencies.

The contract is broken into four parts:

- Part A – Hot mix asphalt cold milling and resurfacing along West Park Drive from 12 Mile Road to West Road.
- Part B – Audio-video route survey and irrigation along the project limits in Part A (not eligible for federal funding).
- Part C – Hot mix asphalt base crushing, shaping and resurfacing along West Park Drive from West Road to Pontiac Trail.
- Part D – Audio video route survey, permit fees and irrigation along the project limits in Part C (not eligible for federal funding).

MDOT's bid letting for the project was on June 6, 2025. Of the four bids received by MDOT, Cadillac Asphalt, LLC, was the lowest at $4,434,940.45. The City is responsible for the construction engineering services and material testing services related to this project, which will be awarded to the following pre-qualified firms using the fee percentages in the Agreements for Professional Engineering Services and Geotechnical Engineering Services for Public Projects. The amounts are based on the low bid amount of $4,434,940.45.

$ 4,434,940.45 Construction Contract Award based on the Lowest Bidder

$ 1,775,666.00 Less Federal Funds

$ 2,659,275.45 City's Estimated Responsibility of the Construction Award

OHM Advisors		
Contract Administration	4.75% of the construction award	$ 210,659.67
Crew Days	$800 daily inspection fee x 125 days	$ 100,000.00
G2		
Material testing services	2.9% of construction award	$ 128,613.27

TOTAL $ 439,273.00

The City Attorney reviewed the contract and resolution favorably (Beth Saarela, June 16, 2025). Depending on the contractor's availability, construction may begin this summer and be split between this construction season and next spring/summer, or it may all be completed next construction season.

RECOMMENDED ACTION: Adoption of a resolution authorizing approval of a contract with the Michigan Department of Transportation (MDOT) to agree to the rights and obligations associated with the rehabilitation of West Park Drive between 12 Mile Road and Pontiac Trail, with the City of Novi's estimated responsibility for construction in the amount of $2,659,275.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION
MDOT CONTRACT 25-5241
MDOT COST PARTICIPATION AGREEMENT
WEST PARK ROAD, 12 MILE ROAD TO WEST ROAD
AND WEST PARK ROAD, WEST ROAD TO PONTIAC TRAIL

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 June 23, 2025, at 7o'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 was awarded federal funding through the Michigan Department of Transportation (MDOT) under the Surface Transportation Program (STP) in the amount of $576,978 for rehabilitation of West Park Road from 12 Mile Road to West Road and $1,198,688 for rehabilitation of West Park Road from West Road to Pontiac Trail; and

WHEREAS; the City of Novi's cost participation amount is estimated to be $3,143,864 of the total estimated project cost of $4,919,530; and

WHEREAS; MDOT administers all projects that receive federal funds on behalf of the local agency; and

WHEREAS; the Mayor and the City Clerk are authorized to execute the approved Cost Participation Contracts, on behalf of the City, as expressly authorized, directed and instructed by the Council.

NOW THEREFORE, IT IS THEREFORE RESOLVED that Mayor and Council of the City of Novi hereby support and authorize participation in MDOT Contract No. 25-5241, by and between the Michigan Department of Transportation and the City of Novi.

And approve MDOT Contract Number 25-5241.

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 23rd day of June, 2025, 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

Map Author: Runkel
Date: 6-10-25
Version #: 1.0

MAP INTERPRETATION NOTICE

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

West Park Drive Rehabilitation

Location Map

Project Limits

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

0 262.5 525 1,050 1,575
Feet
1 inch = 1,261 feet

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
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ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

June 16, 2025

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

Re: MDOT Cost Participation Agreement and Resolution- West Park Road, 12 Mile Road To West Road And West Park Road, West Road To Pontiac Trail - Contract No. 25-5241

Dear Ms. Runkel:

We have received and reviewed the Cost Participation Agreement prepared by the Michigan Department of Transportation (MDOT) for hot mix asphalt cold milling and resurfacing along West Park Drive from 12 Mile Road to West Road; including earthwork, drainage improvements, aggregate base, concrete curb and gutter and nonreinforced base repairs, curb ramps, permanent signing and pavement markings; and all together with necessary related work within in the City, and hot mix asphalt base crushing, shaping and resurfacing along West Park Drive from West Road to Pontiac Trail; including earthwork, drainage improvements, aggregate base, aggregate shoulder, concrete curb and gutter and nonreinforced base repairs, sidewalk, curb ramps, riprap, permanent signing and pavement markings; and all together with necessary related work. The total project cost for both projects is $4,919,530, excluding video, preliminary engineering, construction engineering, construction materials testing, and inspection costs. Federal funding from the Highway Surface Transportation Program will be provided up to $1,775,666. The remaining cost of the road rehabilitation will paid by the City.

The Agreement is provided for the limited purpose of setting forth how the project costs will be paid by the named parties. MDOT will bid out and complete the Project.

Subject to Engineering review and approval of the cost breakdown of the project, we see no legal impediment to entering into the Cost Sharing Agreement. It is MDOT standard Cost Participation Agreement form and the parties each retain liability for their own actions.

The Resolution provided is for the purpose of City Council approving the Contract and authorizing City signatures.

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)
Megan Mikus, Deputy DPW Director (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

STP DA

Control Section	STU 63000
Job Number	215152CON; 215155CON
Project	25A0582; 25A0583
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5241

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF NOVI, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Novi, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated May 12, 2025, attached hereto and made a part hereof:

PART A – JOB #215152CON; FEDERAL PARTICIPATION
Hot mix asphalt cold milling and resurfacing along West Park Drive from 12 Mile Road to West Road; including earthwork, drainage improvements, aggregate base, concrete curb and gutter and nonreinforced base repairs, curb ramps, permanent signing and pavement markings; and all together with necessary related work.

PART B – JOB #215152CON; NO FEDERAL PARTICIPATION
Audio video route survey and irrigation along the limits as described in PART A; and all together with necessary related work.

PART C – JOB #215155CON; FEDERAL PARTICIPATION
Hot mix asphalt base crushing, shaping and resurfacing along West Park Drive from West Road to Pontiac Trail; including earthwork, drainage improvements, aggregate base, aggregate shoulder, concrete curb and gutter and nonreinforced base repairs, sidewalk, curb ramps, riprap, permanent signing and pavement markings; and all together with necessary related work.

PART D – JOB #215155CON; NO FEDERAL PARTICIPATION
Audio video route survey, permit fees and irrigation along the limits as described in PART C; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and

awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A
Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) $576,978 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B
The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART C
Federal Surface Transportation Funds shall be applied to the eligible items of the PART C portion of the PROJECT COST up to the lesser of: (1) $1,198,688 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART C portion of the PROJECT is not exceeded at the time of the

award of the construction contract. The balance of the PART C portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART D
The PART D portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any

hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party’s liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF NOVI

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
for Department Director MDOT

May 12, 2025

EXHIBIT I

CONTROL SECTION	STU 63000
JOB NUMBER	215152CON; 215155CON
PROJECT	25A0582; 25A0583

ESTIMATED COST

CONTRACTED WORK

	PART A	PART B	PART C	PART D	TOTAL
Estimated Cost	$1,311,500	$ 8,500	$3,575,030	$ 24,500	$4,919,530

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$1,311,500	$ 8,500	$3,575,030	$ 24,500	$4,919,530
Less Federal Funds*	$ 576,978	$ 0	$1,198,688	$ 0	$1,775,666
BALANCE (REQUESTING PARTY'S SHARE)	$ 734,522	$ 8,500	$2,376,342	$ 24,500	$3,143,864

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

09/06/90 STPLS.FOR 5/12/25

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than $500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the contractor until the contractor complies; and/or

    b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

> The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, JUNE 2, 2025, AT 7:00 P.M.

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

PLEDGE OF ALLEGIANCE

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

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

APPROVAL OF AGENDA:

CM 25-06-69 Moved by Casey, seconded by Thomas; MOTION CARRIED: 7-0

Mayor Fischer added a Mobility Committee follow up by Councilmember Smith under committee reports. He also added property acquisition as another topic to be discussed in the executive session.

To approve the agenda as amended.

Roll call vote on CM 25-05-69
Yeas: Casey, Gurumurthy, Heintz, Smith, Staudt, Thomas, Fischer
Nays: None

PRESENTATIONS:

Mayor Fischer said that the Council does have the information about the applicants and has gone through that information deliberately and is well versed in the background of the applicants. He said the applicants will have two minutes to give the Council a brief overview of something the applicants want to share that isn't already in the packet; or a reason that they would like to serve on the board. He said no decision will be made that night, but the appointments will be made at the June 23, 2025 Council Meeting. He said that at this Council Meeting, it is just a one-way presentation to City Council about the applications.

Presentations from applicants for Boards and Commissions

1. John Avdoulos - Planning Commission

John Avdoulos said he is currently on the Planning Commission and serves as the Vice Chair. He said he was on the Planning Commission from 2002-2008, took a break, and came back in 2017 and served 14 years total. He said he has been a Novi resident for 33 years. One of the reasons he got involved with the Planning Commission is that he is an architect professionally, and he understands what is involved as far as working with communities and what is involved and how they develop. He said there was an issue in the area he lived in, and he participated in a couple of meetings and then received a

phone call asking him to look at participating on a regular level and possibly join the Planning Commission. He said he did, and over the years he enjoyed what he's seen. He said the staff is top notch. He said he deals with projects all across the county and just the way that everything is run, and the processes are very good. He said he one of the things he likes to look at, with a lot of sensitivity, is to educate the residents. He said a lot of the time the residents feel that City Council is the one bringing up these projects. He said the Planning Commission is bringing up these projects, and residents don't understand the developers, applicants, or the processes, site plan approval process, and he would like to continue to be productive and continue to do what he has been doing with the rest of the Planning Commission.

2. Ebony Bagley - PR&CS Commission, Beautification Commission

Ebony Bagley said she is currently serving as Chair of the Oakland County Parks. She said for the past 6 years she has worked hard and diligently on the Oakland County Parks Commission creating avenues for access to green spaces, programming that is very community driven and that they really listen to the needs of the community members and bring their parks to the next level. She said that she is continuing to do that but would love to bring her expertise not only in parks, but also in communications and planning overall as it relates to the Parks Commission. She said her role or experience in Parks is over 30 years now. She said she started as a camp counselor for the City of South Florida Parks and Recreation, working her way up to becoming a director. She said as her career went on to go into education and communications, she continued to advocate and work very closely with parks, not just in Southfield, but in Oakland County as well. She said she served as a commissioner before being appointed to chair recently. She said her passion is to protect our communities, keeping them safe, and keeping them beautiful. She said she loves being a resident of Novi and raising her family here. She said it would be an honor to continue to shape and work alongside the Council as well as the Parks Commission to shape the future of Novi, because she sees it going in the right direction.

3. Gary Becker - Planning Commission

Gary Becker said his family has called Novi their home for almost 49 years. He said it has been a great honor and privilege for him to serve on the Planning Commission For the last five years. He said from his first meeting in 2020 he developed a much fuller appreciation for the importance of the work that the Planning Commission does for the present and future of our city. He said that being on the Planning Commission has personally been an intellectual enjoyment and even fun but more than fun it is important work that they do for each project that comes before the Commission. He said he invested his time and effort to dig into all the aspects of the project to see how or if it will help further the cities master plan, future land use plan, and be in sync with our ordinances each year. He said he has also served on 2 standing committees which has further helped him develop a better perspective and knowledge about how the city works period since his very first meeting he has done his best to hold to a guiding principle. He said as a Planning Commission member his comments and vote will always be about what's best for the most people in Novi residents and their families, property owners, and

business owners and their employees. He said he truly appreciates the consideration of his request to serve one more and one last term on the Planning Commission and would too like to express his deepest appreciation and admiration for the planning department staff. He said they do such incredible work preparing an in-depth analysis on every project that we have to consider and their knowledge and expertise and perspective about complex issues makes the duties on the Planning Commission that much easier to fulfill.

4. Per Ekevag - Public Utilities & Technology Committee, Economic Development Corporation, Planning Commission

Not in attendance.

5. Caren Fifer - Beautification Commission

Not in attendance.

6. Hilliard Hampton - Planning Commission, PR&CS Commission, Economic Development Corporation

Not in attendance.

7. Salene Riggins - PR&CS Commission

Salene Riggins said she is honored to have served on the Parks and Recreation Commission. She said she is here tonight to express continued and strong interest in serving. She said she is passionate about Novi's parks because she believes they are the heartbeat of the community. She said the parks bring people together, encourage wellness, and provide a space where everyone, regardless of age or background, can feel connected and welcomed. She said one of the things she is most proud of during her term was helping to shape Northwest Park. She said being involved in the planning process and seeing it come to life as a nature focus space with trails and one of Michigan's few nature-based playgrounds was truly an honor to be a part of. She said that park is a great example of how thoughtful input and collaboration can result in something meaningful to our community. She said one thing she is excited about and is currently working on is introducing a QR code for donation signs in the park. She said it is a simple modern way that residents can directly support the parks that they love. She said serving on this Commission means more to her than just attending meetings. She said it is about giving back, listening to the community, showing up with heart, dedication, and doing the work to make sure Novi remains a place people are proud to live, work, and play. She said she will be honored to continue her work in another term.

8. Nicole Rumao - PR&CS Commission, Planning Commission, Beautification Commission

Nicole Rumao said she has been a proud resident for the last eight years. She said she is still discovering how much the city has to offer. She said she was in the ambassador program three years ago and that is when she really started making connections and getting to know the great people who live within this community, and helped to make this an even better place to live day by day. She said that is what helped plant the seed for her to be more inspired, especially with some of the reunions that she has been going to lately. She said getting to talk to some of the current council members made her realize she had a desire to step up and that she does have the time to do so. She said now at this point in her life she has volunteered in other capacities in terms of serving the public. She said she is a pharmacist by profession and in addition to that she works in Wayne County, but lives in Novi and loves living here. She said she has also helped with other organizations such as the Wayne County pharmacist association. She said she was the historian and helped manage social media for them, especially Facebook, and taking pictures during some of the meetings and events. She said she's also been involved with Holy Family Catholic Church, with their young adult group and just helping to plan events when able to do so. She said she has had a role within the community but it's only as of lately she's inspired to do more. She said she would really like to thank the council for making her realize this. She said she lives on the north end of Novi which she feels is sometimes forgotten about, but anytime a visitor from out of town comes she shows them the lovely Lakeshore Park, and they are amazed and astonished, especially that you can check a library book out from there. She said she loves taking friends and family to the parks. She said she would just like to be able to give back even though she doesn't have any formal experience per se, within the city, but has done things in other ways. She said she would like to be able to contribute to the great city of Novi and help bring people together, foster inclusivity, and embrace the diversity of the community and the great people who live here. She said she is always willing to listen to others and collaborate with them and that is why she is here.

9. Faisal Sayeed - Public Utilities & Technology Committee, PR&CS Commission, Election Commisssion, Planning Commission

Faisal Sayeed said he has been living in Novi for 13 years and has loved every bit of it. He said professionally he is an engineering manager for General Motors but when he is not doing engineering he has worked in the southeast side of Detroit in many capacities. He said he is a part of a lot of 501(c)(3)'s. He said a lot of what he has been doing is helping to organize workshopping with law enforcement agencies to bridge a cultural gap, because of different cultural aspects. He said sometimes cultures have gaps, so they have worked on that with civil rights groups for discrimination in the Hamtramck region. He said he worked with GMC during COVID. He said he has also worked with the governor's office to declare the Bangla Town Business District in the Hamtramck Detroit area. He said he worked with Laura to conduct entrepreneurs' classes for local business owners and also works with the API's to organize meet and greets for political leaders. He said he was there to start his journey with the city of Novi if he gets the opportunity. He said besides his professional life he believes it is the right time to get involved in the public life and to help better the life of other people.

10. Wendy Scarozza - Election Commission, Beautification Commission, Cultural Arts Advisory Committee

Wendy Scarozza said she is originally from Buffalo NY and has lived in Novi for the past 11 years period she said there is nothing more rewarding than volunteer work, and she has done her share, but mostly in support of children and their activities. She said she would love to serve on the Election Commission. She said her mother instilled in her the importance of voting period. She said she has the unique perspective of having lived and voted in five different States and while the procedures may vary the outcomes it is the same as Americans are participating in their civic duty and casting a vote for the candidate of their choice here in Novi. She said we have an election coming up in August with an important bond proposal on the ballot. She said it's an exciting time to be voting in Novi with the chance to vote for some much-needed upgrades to the community. She said that brings her to the second Commission she is applying for and would love to serve on the beautification Commission. She said she must admit that she did not know Novi had one period she thinks it is fantastic, and every city and town should want to make and keep their places beautiful. She said one of her favorite hobbies is gardening and when they bought their home and Novi the outside was just dirt. She said after they had the lawn installed, she put in all of her gardens and landscaping, with her husband serving as the chief hole digger. She said since then she loved maintaining her Evergreens and Pines, and planting summer flowers, and autumn mums. She said she knows a perennial from an annual, knows the plants that attract bugs and those that repel them. She said she works well with others and knows what it's like to fundraise. She said she served as the cookie mom for her daughters Girl Scout troop for years and that is a lot of fundraising. She said she is very well organized and a good leader as well as a good listener. She said now that her four children are out of the house and extremely self-sufficient, she finds that she has extra service hours to give and would love to use them to serve the City of Novi.

11. David Sherman - Public Utilities & Technology Committee, Planning Commission

Not in attendance.

12. Suhanya Subramanian - Election Commisssion, PR&CS Commission

Not in attendance.

13. Sumin Thomas - PR&CS Commission, Public Utilities & Technology Committee

Not in attendance.

14. Marla Wise - Election Commission

Marla Wise said she has lived in Novi for 30 years and retired four years ago after 40 or more years in advertising sales management in metro Detroit. She said she was in cable TV advertising for 20 years and ran the state of Michigan network for Comcast. She said she worked for 13 years at Cranes Detroit business and was promoted to associate

publisher there. She said she is a 2024 graduate of the Nova ambassador program and is currently serving the two-year term as the treasurer of her HOA and currently is the executive director for the Novi parks foundation. She said they are working very diligently on the upcoming poor on the shore and are still looking for donations and ticket sales and possibly even volunteers. She said in 2016 she started working as an election inspector in the precincts and has pretty much worked in every local state and national election since then. She said she was promoted to Co-Chair several years ago and that the City of Novi is very fortunate to have Cortney Hanson as the City Clerk. She said in 2023 she was selected to work in Oakland County's pilot program for early voting period. She said in the last presidential election she served as the chair of the early voting precinct. She said the early voting program is where she met Charlie Staab and how she ended up joining the Novi parks foundation. She said, based on her years of experience working the elections, her strong leadership skills, and a commitment to ensuring a safe and accurate first-rate experience for every voter she thinks she would be a very great choice.

PUBLIC HEARINGS: None

CITY MANAGER REPORT: None

ATTORNEY REPORT: None

AUDIENCE COMMENTS: None

CONSENT AGENDA REMOVALS AND APPROVALS:

CM 25-06-69 Moved by Casey, seconded by Thomas; MOTION CARRIED: 7-0

To approve the Consent Agenda as presented.

A. Approve Minutes of:
May 19, 2025 - Regular Meeting

B. Consideration of Amendment #1 to the Transit Enhancement Service Agreement with People's Express (PEX) to extend use of Civic Center office and parking space through December 31, 2025, and to increase the monthly rent to $600.

C. Approval of Pawnbroker License renewal requested by Joseph Haddad, owner of Gold Buy and Jewelry, 41490 Grand River Avenue.

D. Consideration for Approval of Zoning Map Amendment 18.751, a City-Initiated Rezoning of 45241 Grand River Avenue to rezone from I-2 General Industrial to I-1 Light industrial, since the Keford Collision and Towing PRO Plan and Agreement are now expired. **SECOND READING**

E. 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 for the Festival of Chariots from 11:45 AM to 1:45 PM on Sunday, July 20, 2025.

F. Approval of a Resolution to close the west bound lanes of Grand River Ave. between Taft Rd. and 46850 Grand River Ave for the 2025 "Moovin' thru the Midway 5K" from 7:30AM to 9:30AM on Saturday, August 30, 2025.

G. Consideration of approval of Resolution authorizing a Uniform Video Service Local Franchise Agreement with Charter Communications, LLC, dba Spectrum.

H. Enter Executive Session immediately following the regular meeting of June 2, 2025, in the Council Annex for the purpose of discussing City Clerk Performance Evaluation, and property acquisition.

I. Approval of claims and warrants – Warrant 1181

Roll call vote on CM 25-06-69 **Yeas: Gurumurthy, Heintz, Smith, Staudt, Thomas, Fischer, Casey**
Nays: None

MATTERS FOR COUNCIL ACTION:

1. Consideration of Dick's House of Sport for JSP24-31 Special Land Use and Preliminary Site Plan approval. The plan proposes redevelopment of the lower level of the former Sears store at the Twelve Oaks Mall, with an outdoor activity space.

City Manager Cardenas said that this was passed by the Planning Commission back in April and that the space will include a sports turf or a running track with added capacity for possibly making it into an ice rink during the winter months. He said this will be constructed where the old idle center was former Sears.

Brian Bacik, Vice President of Real Estate Development for Dick's Sporting Goods, said he would be happy to answer any questions the Council may have.

Mayor Pro Tem Casey thanked him for his interest and helping to redevelop a building that desperately needed to be redeveloped. She asked where the front door was going to be facing. She asked if the outdoor space is more towards the north and asked to be oriented just a little bit. Mr. Bacik said the front doors on the two-level side of the building. He said they are taking the lower level but will have A2 level presence and the sports field will be in the area of the existing tire and battery center. He said that sort of appendage kind of comes out from the building. Mayor Pro Tem Casey said she remembered reading that the outdoor area may be available for rental. She asked if rentals to the public where people could come in and rent the space out for possibly kids' event is the plan. Mr. Bacik said absolutely. He said they leaned pretty heavily on the local team to manage how they interact with their communities because they feel that those teammates are going

to be local to Novi will best know how to bring the store forward in the most hyper local way. He said there is a pretty wide array of options that the team will have period one of them is to rent out to anyone who comes through the doors and wants to have a birthday party or a corporate event. He said there will be a lot of experimental components to this that don't exist in the legacy stores. He said there are climbing walls, golf simulators, hitting bays, indoor batting cages, and a field. He said it's not just a field that can be rented but you can create an experience hitting on all of those different experimental components of the store. However, if you wanted to have a birthday party for your child or corporate event outside, you could absolutely do that. He said this is new to the company. He said they have been around for a very long time, but the first House of Sports opened in 2021, so this is still very much the tip of the spear. Mayor Pro Tem Casey said she looks forward to hopefully seeing this continue to move forward.

Member Staudt asked how many of these there are in Michigan currently. Mr. Bacik responded that this would be the first one.

CM 25-06-70 Moved by Thomas, seconded by Casey: MOTION CARRIED: 7-0

Approval of the request of V3 Companies of Michigan, Ltd. for JSP24-31 Dick's House of Sport for Special Land Use and Preliminary Site Plan approval based on and subject to the following items, 1 through 4:

1) Approval of the Special Land Use Request is granted, based on the following.
Relative to other feasible uses of the site:

a) The proposed use will cause any detrimental impact on existing thoroughfares in terms of overall volumes, capacity, safety, vehicular turning patterns, intersections, view obstructions, line of sight, ingress and egress, acceleration/ deceleration lanes, off-street parking, off-street loading/unloading, travel times and thoroughfare level of service. *(The proposed use is an accessory use to the adjacent existing building with an existing shared parking lot);*

b) The proposed use will cause any detrimental impact on the capabilities of public services and facilities, including water service, sanitary sewer service, storm water disposal and police and fire protection to service existing and planned uses in the area. *(There are no additional impacts on capabilities of public services);*

***c)* The proposed use is compatible with the natural features and characteristics of the land, including existing**

woodlands, wetlands, watercourses and wildlife habitats. ***(There are no wetlands or watercourses found on the site);***

d) **The proposed use is compatible with adjacent uses of land in terms of location, size, character, and impact on adjacent property or the surrounding neighborhood.** ***(The parcel is adjacent to other RC Regional Center properties and is approximately 925 feet from the nearest residential property);***

e) **The proposed use is consistent with the goals, objectives and recommendations of the City's Master Plan for Land Use.** ***(The project fulfills the Master Plan objectives of economic development and community identity as well as redevelopment of a vacant site);***

f) The proposed use will promote the use of land in a socially and economically desirable manner. ***(The project fulfills the Master Plan objectives of economic development and community identity as well as redevelopment of a vacant site);***

g) The proposed use is listed among the provision of uses requiring special land use review as set forth in the various zoning districts of this Ordinance. It is in harmony with the purposes and conforms to the applicable site design regulations of the zoning district in which it is located.

2) Approval of the Preliminary Site Plan and the Planning Commission's interpretation that the use as an outdoor sports court is consistent with Section 4.80.2 of the ordinance, as follows:

a) Open Air Businesses: Open air business uses are permitted as a special land use when developed in planned relationship to shopping centers in the RC, TC, and TC-1 districts as follows:

1. In the RC district, recreation space providing children's amusement park and other similar recreation is permitted when part of a planned development, provided that:

A. The use shall be located at the exterior of the building mass in the designated interior side or

rear yard and shall meet all setback requirements of the district. *(The use is located at the exterior of building mass and meets all setback requirements of the district. The enclosed track and field seem to be in a logical location adjacent to the business).*

B. Such uses shall be fenced on all sides with a four-foot six-inch (4 ft. 6 in.) chain link type fence. *(The track and field space are adjacent to the building and proposed to be fenced on three sides with a 40-foot black powder coated galvanized steel "twin bar" fence system).*

C. A noise impact statement is required subject to the standards of Section 5.14.10.B. *(The applicant's noise impact statement indicates a noise assessment study performed at an existing field location with the typical activities supported demonstrates compliance with the ordinance requirements).*

3) Subject to the Zoning Board of Appeals granting a variance from Section 5.7.3.F.ii of the Zoning Ordinance for the overage of Color Correlated Temperature (CCT) permitted for permanent lighting installations in nonresidential districts (5700K proposed as standard for athletic field use, no greater than 3000K permitted).

4) The findings of compliance with Ordinance standards in the staff and consultant review letters and the conditions and the items listed in those letters being addressed on the Final Site Plan.

This motion is made because the plan is otherwise in compliance with Article 3, Article 4, and Article 5 of the Zoning Ordinance and all other applicable provisions of the Ordinance.

Member Heintz said he loves this idea. He said it is awesome to have a reason for an innovative approach to keep people out rather than just ordering things online. He said he thinks it's a great approach and a great setup for everything. He said he knows it's not related to the purpose but asked if there's any plan necessarily with the current Dick's Sporting Goods. Mr. Bacik said every situation is different and typically when they open a House of Sport it's just too much firepower to keep the existing regular store, because they sort of cannibalize each other and confuse the customer. He said when they do have term and control of the building for an extended period of time they may put in an off-price concept that helps to manage inventory and give the value shopper another

opportunity, but they are still evaluating that. He said he would say it is entirely likely with an 80,000 square foot existing store and over 100,000 feet going in, that's too much to have all first run merchandise. Member Heintz said that the plan makes sense and overall sounds good. He said it is a desirable space and it's the nature of the business that landlords would have to backfill when tenants leave. He said he cannot speak for them, but chances are they have plans in the work. He said that the described opportunity and potential for people to rent out spaces has potential for kids' summer camp. He said the kids have the potential to get noisy and he is assuming there are different sorts of things in place and mechanisms to make sure they are not too disruptive to the surrounding areas. Mr. Bacik said they will rely heavily on the local team. He said he knows that people will complain if it is too noisy and they have the ability to put the speakers sort of facing back into the building rather than projecting out. He said they are lucky that the property line is over 300 feet away, so distance is their friend when it comes to noise. He said the closest residential unit is over 900 feet away. He said they should absolutely be within the ordinance of decibel levels at the property line. He said if it is disruptive the store team is absolutely going to respond to that. He said from a light perspective, they have done a lot of these fixtures, and they have become pretty standardized. He said they will be going in for a variance on the light temperature because there is a rule of 3,000 and they will need 5,700 for safety and performance, but they're all fully cut off. Meaning, there's glare visors on all of them and they're focusing on the field and the light spillage outside of the fence line is very minimal. They said they do take pretty good precautions to minimize the disruption aspect of the field activities. He said they are open typically 9:00 AM to 9:00 PM and 10:00 AM to 7:00 PM on Sundays. He said the lights go off when the store closes and when the store opens, he said you're not going to have a 10:00 PM problem with the field as it will end when the doors close. Member Heinz asked how many facilities they have opened since the first in 2021. Mr. Bacik said they have 22 locations open with a goal of opening 75 and 100 by the end of 2027. He said they will have a very busy 2026 and 2027 to hit that goal but they are marching towards it he said this location will open sometime in the summer of next year.

Mayor Fischer said he is excited about this project as well and that it will be the first one in Michigan. He said it will be a large driver for the community and the surrounding businesses as well. He asked if they will be partnering with some of the local programs for kids or if they have a plan. Mr. Bacik responded that they will be relying heavily on the local team for that and that those people have not yet been hired but they will have that information when it gets closer to being ready to open. He said there will be about 60 to 90 days of a sort of hiring push but the folks that are hired at that time will be responsible for that. He said in other locations they have partnered with local yoga studios to have small businesses have an opportunity to get their name out and conduct classes on the turf. He said they had Russell Wilson when he was still the quarterback come out to throw passes to kids, had a school signing day on turf, and that the sky is the limit. He said this project has been very well received by every community that it has been in and he feels that no vibe will be the same way. He said that he can assure the council that a local effort will be made. Mayor Fischer said this will be a source of pride for the community as well he said the only thing he wants him to keep in mind for now is environmental sustainability. He said as you're building and thinking through just keep

environmental sustainability in mind and it will be great to see some of these ideas come to fruition.

Member Gurumurthy said she is excited that this is coming to Novi. She thinks it will be a great addition and that the sears building has been empty for too long. She said she loves this concept and wishes them good luck.

Member Thomas said she is very excited and thinks it will be super fun and cannot wait to get an opportunity to go there and play.

Mayor Fischer said he was reading through some of the Planning Commission meeting minutes, and he believes Ms. Bradshaw, from the store, said the CEO prompted them to create a House of Sport, and that by placing it next to a current Dick's Sporting Goods would put it out of business. Mayor Fischer said he thinks that is an awesome mentality that they have created, and it is a very innovative idea, and it is going in a space that needed help in Novi for a long while as well. He said it is a match made in heaven, and he is looking forward to it.

Member Staudt asked what the opportunity is to get a public land deal there. Mr. Bacik responded that they have not done a public lands deal in a while, and he is not personally involved with public lands. He said that it is another team, and they only have a handful of those open. He said they have been converting some of them where they were and a public land is adjacent to the Dick's Sporting Goods kind of knocking the wall down in the middle and turning it into a House of sport. He said he doesn't have any insight information on whether or not a public land deal will end up happening in Michigan and that it has been a slower deal flow, with all of the focus on House of Sport.

Roll call vote on CM 25-06-70 **Yeas: Heintz, Smith, Staudt, Thomas, Fischer, Casey, Gurumurthy**
Nays: None

2. Consideration of approval to award the Valve Exercising, Condition Assessment and Repair Program contract to Hydromax USA LLC, the low bidder, in the amount of $1,469,048

City Manager Cardenas said that the amount is high because it is a five-year contract. He said they tried to achieve over 20% of valves that they exercise every year which is the standard that EGLE set forth for them. He said the contractor does provide them with a dashboard so that they can follow along which ones are being done. He said they have a schedule of which valves get exercised every year.

CM 25-06-71 Moved by Smith, seconded by Casey

Approval to award the Valve Exercising, Condition Assessment and Repair Program contract to Hydromax USA LLC, the low bidder, in the amount of $1,469,048.

Roll call vote on CM 25-06-71 **Yeas: Smith, Staudt, Thomas, Fischer, Casey, Gurumurthy, Heintz**
Nays: None

3. Approval of resolution to authorize Budget Amendment #2025-5.

City Manager Cardenas said that this will be adding $347,000 to the fund balance per the realized interest gains. He said they will also be looking at creating more of a regular cadence for the budget amendments going forward.

CM 25-06-72 Moved by Casey, seconded by Smith:

Approval of resolution to authorize Budget Amendment #2025-5.

Mayor Fischer said he did have a recommendation as they approached the budget amendment. He said as they have talked about before, with interest income, he thinks it is particularly interesting Concept that they need to think about in the grand scheme of budgeting. He said something like this one-time income and revenue should be parked aside and spent on one-time capital type expenditures. He said what he would like to see is this amendment actually amended to show the $350,000 moved over to the public services account. He said it was basically the rollover fund that they had created committed to the one time use for public safety like the fire truck that they do not have any funds for. He said this would kind of be a down payment on that fire truck.

AMENDMENT MOTION
CM 25-06-72 Moved by Casey, seconded by Smith: MOTION CARRIED: 7-0

Approval of resolution to authorize Budget Amendment #2025-5 as amended to move the $350,000 to the public services account.

Roll call vote on CM 25-06-72 **Yeas: Staudt, Thomas, Fischer, Casey, Gurumurthy, Heintz, and Smith**
Nays: None

4. Approval of the City's 2025-2026 property and liability insurance coverage with Travelers Insurance in the amount of $620,653.

City Manager Cardenas said that this item is in line with the current budget period. He said this is the second year with Travelers Insurance and many years with the prior company. He thanked the broker, Kapnick, who helped them with facilitating the process and the Clerk's and Finance departments for administering this contract.

CM 25-06-73 Moved by Casey, seconded by Gurumurthy: MOTION CARRIED: 7-0

Approval of the City's 2025-2026 property and liability insurance coverage with Travelers Insurance in the amount of $620,653.

Roll call vote on CM 25-06-73 **Yeas: Thomas, Fischer, Casey, Gurumurthy, Heintz, Smith, and Staudt**
Nays: None

CONSENT AGENDA REMOVALS: None

AUDIENCE COMMENT: None

COMMITTEE REPORTS:

1. Long-Range Strategic Planning Committee - Mayor Pro Tem Casey

Mayor Pro Tem Casey said she was pleased to report that the committee met last week and had what she would call a kickoff meeting with their partner BerryDunn. She said they had a good conversation about the timeline, gave some feedback, and wanted to make sure that they spent the right amount of time talking with residents and businesses. She said there is a lot of work involved and a lot of research that BerryDunn is going to do with all the various planning documents that they have, master plans and strategic plans etc. She said they will start pulling together for their understanding and their view of how they see the city continuing to develop based on those plans. She said they really want to make sure they are spending the right amount of time with the right number of focus groups, community sessions, one-on-one interviews, etc. She said that more details are to come in an admin packet hopefully in the next couple of weeks. She said they are really starting to see a forward momentum and look forward to continuing to share the information with everyone.

2. Environmental Sustainability Committee - Councilmember Smith

Member Smith said the committee met that day at 5:30 PM. He said they began the meeting and had a brainstorming session to capture a lot of ideas. He said the meeting was pretty to prioritize things both for short term, medium term, and longer term. He said the short term will be directed at moving to the platinum status with the Michigan green communities. He said the City is currently at a gold status and there are some things they can do to move up to platinum. He said they will be looking at that over the next meeting. He said they expect to come back with more concrete recommendations likely the second meeting in July or the first meeting in August.

3. Mobility Committee - Councilmember Smith

Member Smith said that this is an opportunity that DPW Director, Jeffrey Herczeg, has brought to them. He said they had been talking about the Nine Mile and Napier roundabout to make it a safer intersection. He said currently it is on the transportation improvement program for 2029. He said they could potentially pull that forward to 2026 or 2027 by paying for it themselves and then getting reimbursed out of the federal money

that was coming in for it. He said the current project total is $2.15 million, $1.72 million of that is federal and $430,000 is local. He said they would expect if they pulled it forward to only ultimately pay $430,000. He said there are some ways they could do it straight out of the capital improvement program alone temporarily and relax the standards on the road fund balance. He said he is just bringing it forward for council discussion to give the DPW director some direction on whether or not they would be interested in doing this or interested on how it can be funded.

Mayor Fischer said that this is not a guarantee, but that Director Herczeg is going to go to the county and investigate it. He said if there is any initial hesitation from Council members they should reach out to City Manager Cardenas before that takes place. Member Smith said a lot of the Mobility Committee thought it was the right thing to at least ask the County if this was possible but wanted to make sure that the Council was fully aware.

MAYOR AND COUNCIL ISSUES:

1. **Future of the Ice Arena - Councilmember Staudt**

Member Staudt said several months ago the Consultant Review Committee met to review the contract for the management company of the Novi Ice Arena. He said they did approve that contract but during that discussion there was talk about the term financial status of that piece of property. He said it has been paid in full now, and those payments were made through operating revenues of the ice arena. He said the funds now are currently going into the on balance to pay for long term capital expenditures. He said he thinks it is appropriate to take a deep dive into the potential financial costs of maintaining the ice arena for the long haul. He said it is 25 years and possibly older than that, and there are going to be significant capital expenditures expected during the next 5 to 10 years. He said currently they are doing work on the HVAC and none of it is inexpensive. He said it is an expensive undertaking to maintain an ice arena. He said what he would like to ask is to have this be allowed to come to the Finance Committee, do a deep dive into the finances, and get projections on revenue and expenditures during the next 5 to 10 years, and bring it back to Council for a discussion to see what happens from there.

Mayor Fischer clarified that Member Staudt's request is to have the Finance & Administration Committee look at the details of the Novi Ice Arena and bring it back to City Council for discussion.

COMMUNICATIONS: None

City Council adjourned to Executive Session at 7:47 p.m. and returned at 8:43 p.m.

CM 25-06-70 Moved by Staudt, seconded by Casey: MOTION CARRIED: 7-0

Direct the City Attorney to take the action related to property acquisition as discussed in the closed session.

Roll call vote on CM 25-06-70 **Yeas: Fischer, Casey, Gurumurthy, Heintz, Smith, Staudt, Thomas**
Nays: None

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 8:44 P.M.

_____
Cortney Hanson, City Clerk

_____
Justin Fischer, Mayor

Date approved: June 23, 2025

_____
Transcribed by Alyssa Craigie,
Administrative Assistant

CITY OF NOVI CITY COUNCIL
JUNE 23, 2025

SUBJECT: Approval of amendment to the contract for the City Clerk, as prepared and approved as to form by the City Attorney.

SUBMITTING DEPARTMENT: City Manager

KEY HIGHLIGHTS:

- Annual performance evaluation occurred on June 2, 2025.

BACKGROUND INFORMATION:

Mayor Fischer and Council Members met with City Clerk Hanson in Executive Session held on June 2, 2025 for the purpose of discussing her annual performance evaluation. Following said discussion, a proposed amendment to her contract was recommended.

RECOMMENDED ACTION: Approval of amendment to the contract for the City Clerk, as prepared and approved as to form by the City Attorney.

CITY CLERK EMPLOYMENT AGREEMENT (2025)

THIS AGREEMENT is made and entered into this 23rd day of June, 2025, 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:

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); (ii) 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 Thousand Dollars ($137,000), 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, 2025, 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 OF NOVI CITY COUNCIL
JUNE 23, 2025

SUBJECT: Acceptance of a water main easement from the property owners of 21565 Beck Road (parcel 50-22-32-400-42) for construction of the Southwest Water Main Loop, in the amount of $3,886.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Water main easements are needed for properties that do not have sufficient right-of-way to fit the water main

FINANCIAL IMPACT

	FY 2024/25
EXPENDITURE REQUIRED	**$ 3,886.29**
BUDGET **Water & Sewer Fund 592-536.00-976.214**	**$ 7,031,980.00**
APPROPRIATION REQUIRED	**$ 0**
FUND BALANCE IMPACT	**$ 0**

BACKGROUND INFORMATION:

The Southwest Water Main Loop project will provide a looped water main connection between Beck Rd, 8 Mile Rd, Napier Rd, and 10 Mile Rd. The project involves constructing approximately 16,800 feet of 12-inch ductile iron water main along portions of Beck Rd, 8 Mile Rd, Napier Rd and through the ITC Community Sports Park. Water main easements are needed for properties that do not have sufficient right-of-way to fit the water main.

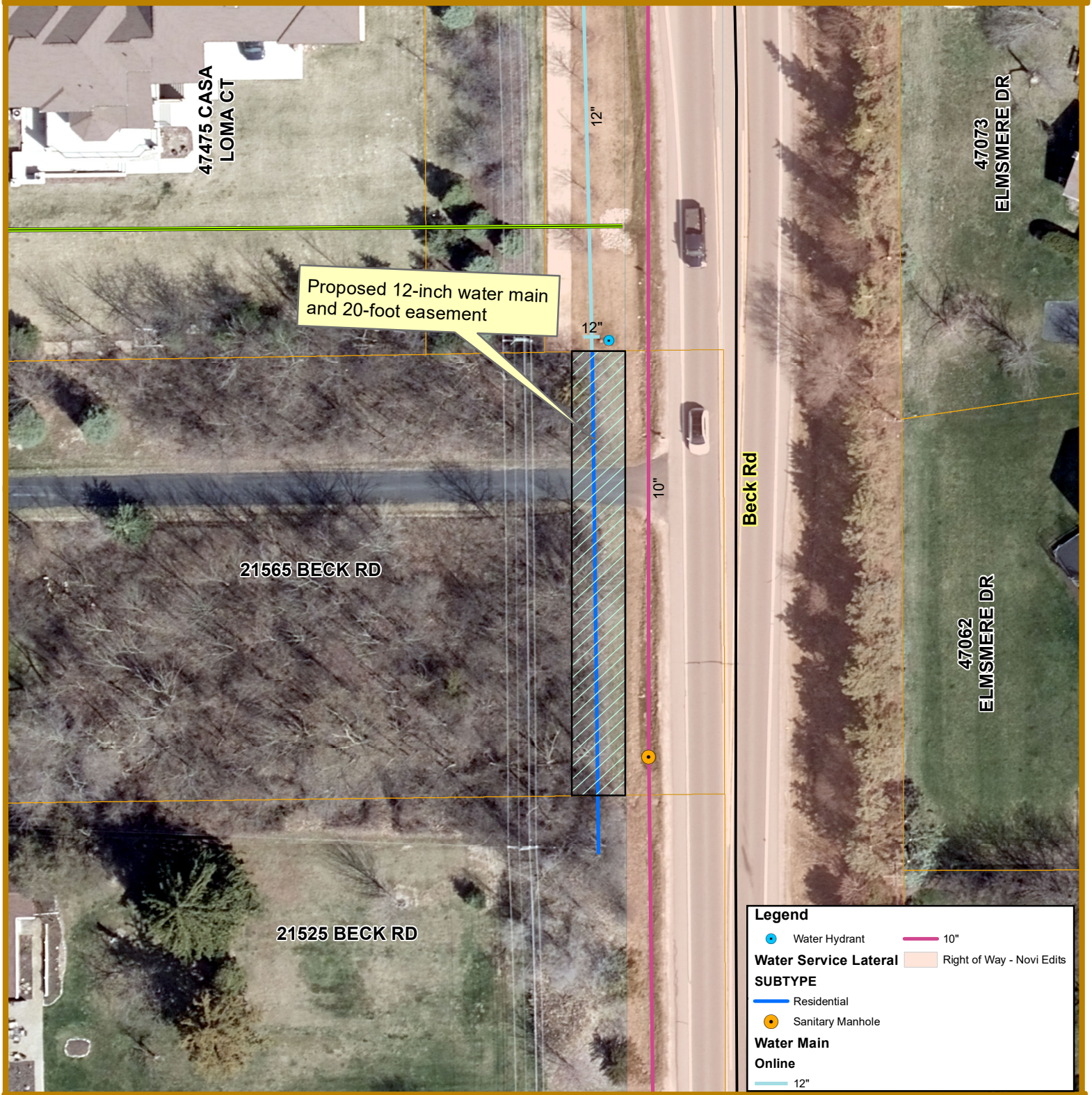
Ronald and Susan Bush, the property owners of 21565 Beck Road, have agreed to grant the water main easement for $$3,886.29, which is the calculated value of the easement.

The City Attorney reviewed the signed easement favorably (Beth Saarela, June 6, 2025).

RECOMMENDED ACTION: Acceptance of a water main easement from the property owners of 21565 Beck Road (parcel 50-22-32-400-42) for construction of the Southwest Water Main Loop, in the amount of $3,886.

21565 Beck Road

Water Main Easement Approximate Location



Map Author: Runkel
Date: 4-24-25
Version #: 1.0

MAP INTERPRETATION NOTICE

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

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

0 5 10 20 30
Feet
1 inch = 45 feet

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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

ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

June 6, 2025

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

RE: Southwest Water Main Loop – Project Easements
21565 Beck Road

Dear Ms. Runkel:

We have received and reviewed the following easement that the City has acquired for the Southwest Water Main Loop Project:

- Water System Easement – Parcel 22-32-400-024 ($3,886.29)

The City prepared a valuation for a permanent easement for this parcel. The property owner accepted the offer of just compensation in the amount of $3,886.29for the permanent Water System Easement, which valuation was based on the City Assessing Department's valuation data for the property. Water System Easements are typically valued at 50% of the per square foot value of the property, since they do not take 100% of the value of the surface of the property, unlike a fee title acquisition. The easement is in the City's standard format and is consistent with the title search the City obtained for the property.

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

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS
C: Cortney Hanson, Clerk
Ben Croy, City Engineer
Alyssa Craigie, Administrative Assistant
Thomas R. Schultz, Esquire

WATER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Ronald G. Bush and Susan L. Bush, husband and wife, whose address is 21565 Beck Road, Novi, Michigan 48167, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

[*See attached and incorporated Exhibit A*]

Tax Identification Number: 50-22-32-400-024

for and in consideration of Three Thousand Eight Hundred and Eighty-Six Dollars and Twenty-Nine Cents ($3,886.29), receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a non-exclusive perpetual easement for a water main, over, upon, across, in, through, and under the following described real property, to-wit:

[*See attached and incorporated Exhibit B*]

And to enter upon sufficient land adjacent to said water main easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain water main lines, and all necessary appurtenances thereto, within the easement herein granted.

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

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

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

IN WITNESS WHEREOF, the undersigned Grantor has affixed their signature this day of June, 5th, 2025.

GRANTOR:
Ronald G. Bush
By: Ronald G. Bush

Susan L. Bush
By: Susan L. Bush

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 5th day of June, 2025, before me, personally appeared the above named Ronald + Susan Bush, the owner of 21565 Beck Road, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

REBECCA RUNKEL
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Aug 13, 2029
ACTING IN COUNTY OF Oakland

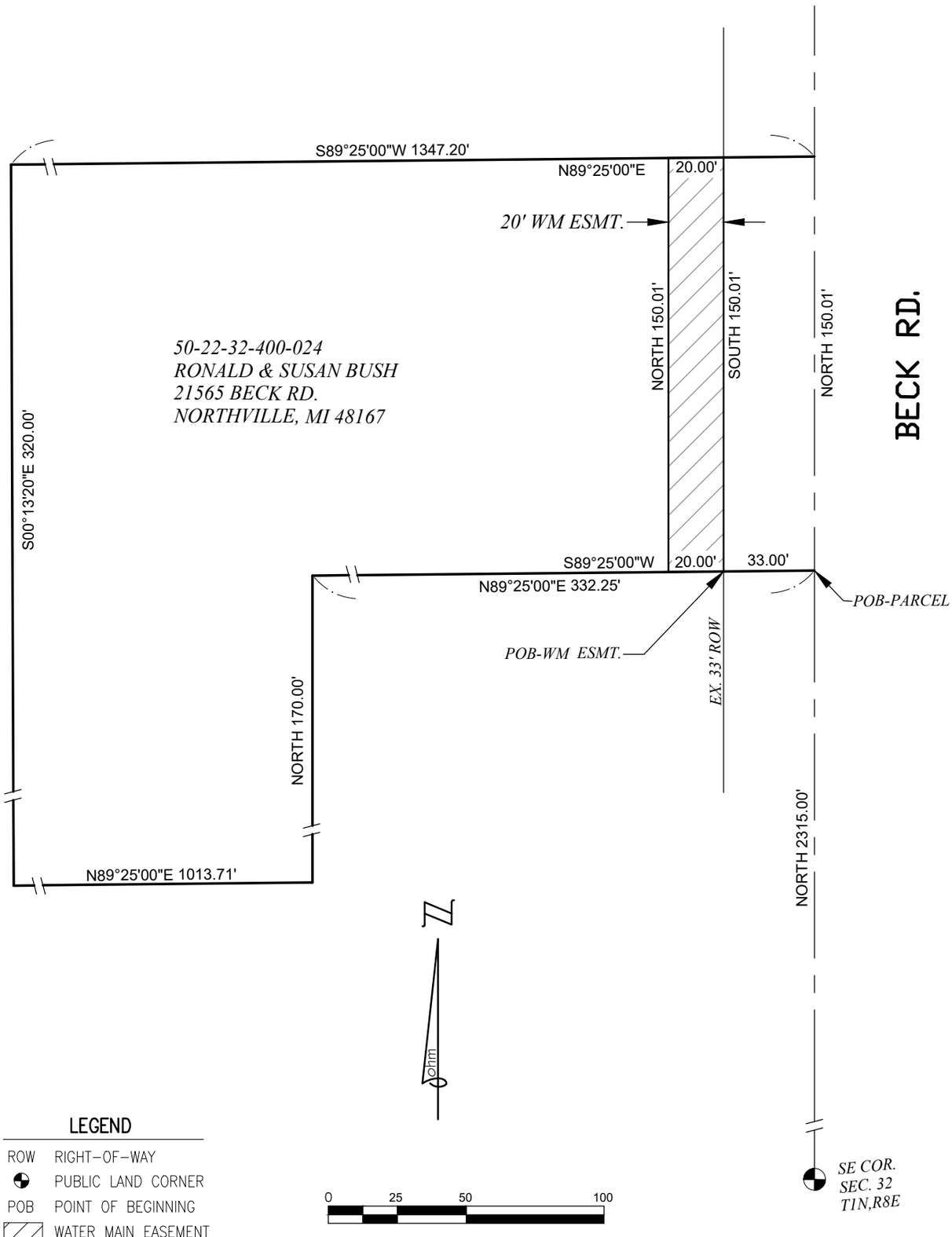
Rebecca Runkel
Notary Public,
Acting in County, MI
My commission expires:

THIS INSTRUMENT DRAFTED BY:
Elizabeth K. Saarela, Esquire
ROSATI SCHULTZ JOPPICH & AMTSBUECHLER, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

AND WHEN RECORDED RETURN TO:
Cortney Hanson, Clerk
45175 Ten Mile
Novi, Michigan 48375

WATER MAIN EASEMENT SKETCH

Exhibit "A"



LEGEND

ROW	RIGHT-OF-WAY
⊕	PUBLIC LAND CORNER
POB	POINT OF BEGINNING
▨	WATER MAIN EASEMENT

WATER MAIN EASEMENT
PART OF THE SE 1/4 OF SECTION 32
T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN
PARCEL ID# 50-22-32-400-024

SCALE H: 1"=50'
SHEET 3 OF 4

DATE: 01-02-2025
CLIENT: CITY OF NOVI
JOB #: 0163-23-0080

34000 Plymouth Road | Livonia, MI 48150 | P (734) 522-6711 | F (734) 522-6427 | WWW.OHM-ADVISORS.COM

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WATER MAIN EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (50-22-32-400-024)
(PER ATA TITLE NATIONAL TITLE GROUP, FILE #63-24926978-SSP)

A parcel of land being a part of the SE 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Commencing at the SE corner of said Section 32; thence North 2315.00 feet to the Point of Beginning; thence North 150.01 feet; thence S 89°25'00" W 1347.20 feet; thence S 00°13'20" E 320.00 feet; thence N 89°25'00" E 1013.71 feet; thence North 170.00 feet; thence N 89°25'00" E 332.25 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

WATER MAIN EASEMENT

A 20 feet water main easement being a part of the SE 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Commencing at the SE corner of said Section 32; thence North 2315.00 feet; thence S 89°25'00" W 33.00 feet to the Point of Beginning; thence continuing S 89°25'00" W 20.00 feet along the South line of said parcel; thence North 150.01 feet; thence N 89°25'00" E 20.00 feet along the North line of said parcel; thence South 150.01 feet along the West right of way line of Beck Road to the Point of Beginning.

Contains 3,000 square feet or 0.069 acres of land, more or less. Subject to all easements and restrictions of record, if any.

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CITY OF NOVI CITY COUNCIL
JUNE 23, 2025

SUBJECT: Approval to award American Generators Sales and Service the Generator Preventative Maintenance and Repair Service contract for one year in the amount of $37,571 with the option for (2) renewals at one-year increments.

SUBMITTING DEPARTMENT: Integrated Solutions – Facilities Management Division
Department of Public Works – Water and Sewer Division

KEY HIGHLIGHTS:

- American Generators Sales and Service has maintained the contract in good standing since 2022.
- American Generators was the lowest bidder by $18,327.

FINANCIAL IMPACT

	FY 25/26	FY 26/27	Total
EXPENDITURE REQUIRED	**$ 37,571**	**$ 37,571**	**$ 75,142**
BUDGET			
1. Building Maintenance – Facilities Management(101-265.00-934.000)	**$ 1,725**	**$ 1,725**	**$ 3,450**
2. Building Maintenance – DPW (101-265.00-934.442)	**$ 1,575**	**$ 1,575**	**$ 3,150**
3. Building Maintenance – Police (101-301.00-934.000)	**$ 2,321**	**$ 2,321**	**$ 4,642**
4. Building Maintenance – Fire (101-337.00-934.000)	**$ 4,800**	**$ 4,800**	**$ 9,600**
5. Building Maintenance – Water & Sewer (592-592.00-934.000)	**$ 27,150**	**$ 27,150**	**$ 54,300**
APPROPRIATION REQUIRED	**$ 0**	**$ 0**	**$ 0**
FUND BALANCE IMPACT	**$ 0**	**$ 0**	**$ 0**

BACKGROUND INFORMATION:

The City of Novi contracts maintenance and emergency services for all City-owned backup generators to licensed professionals. Preventive maintenance services performed on the City's generators are vital in prolonging the useful life of each generator. Annual load testing ensures that each generator operates efficiently and in compliance with safety standards. The services to be provided for each generator are as follows:

- Fall and spring preventative maintenance inspections each year.
- Annual oil changes and fluid top-offs.
- One 2-hour load bank test for generators located at fire stations, sewage lift stations, and water booster stations.
- One 4-hour bank test for generators at the Civic Center and Police Headquarters.
- Three 30-minute load bank tests for the generator at Police Headquarters.
- Coolant flushes, as needed, and with prior approval from the City.

A Request for Proposal was posted to the Michigan Intergovernmental Trade Network (MITN) in May. Three proposals were received in response to the publicly solicited RFP. A team comprised of City staff from Facilities Management and Water & Sewer reviewed each proposal, evaluated the firm's qualifications, hourly labor rates, materials markup, and contacted referrals. The team recommends awarding the contract to American Generators Sales and Service, the lowest bidder.

RECOMMENDED ACTION: Approval to award American Generators Sales and Service the Generator Preventative Maintenance and Repair Service contract for one year in the amount of $37,571 with the option for (2) renewals at one-year increments.

CONTRACT FOR GENERATOR PREVENTIVE MAINTENANCE AND REPAIR SERVICES

THIS CONTRACT FOR SERVICES ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and American Generators Sales & Service, whose address is 6158 Delfield Dr, Waterford, Michigan 48329, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall perform the services described on and in Schedule A, which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract will begin on June 1, 2025 and end May 31, 2026. Upon mutual agreement of the Client and the Contractor, the contract may be renewed three times in one year increments at the same pricing, terms, and conditions.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount for services and materials as specifically set forth in Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: **Termination.**

A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.

2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Client up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.

B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: **Independent Contractor/Vendor Relationship.**

A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in

accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.

B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: General Provisions.

A. *Entire Agreement*. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

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

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

D. *Assignment*. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

E. *Third Parties*. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.

F. *Notices*. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Client: City Manager Victor Cardenas and City Clerk Cortney Hanson
Contractor: Account Manager Leah Cavalier

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

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

I. *Jurisdiction and Venue of Contract*. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action

between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

J. *Conflict*. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date first listed above.

WITNESS AND DATES OF SIGNATURES:

CITY OF NOVI

_____ _____

By: Justin Fischer

Date: _____ Its: Mayor

_____ _____

By: Cortney Hanson

Date: _____ Its: Clerk

CONTRACTOR

_____ _____

By:

Date: _____ Its:

CITY OF NOVI
GENERATOR PREVENTIVE MAINTENANCE AND REPAIR SERVICES

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

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

Name of Firm American Generators Sales + Service
Address: 6158 Delfield Dr.
City, State Zip Waterford, MI 48329
Telephone 248.623.4919 Fax
Mobile 248.841.5741
Agent's Name (please print) Leah Cavalier
Agent's Title Account Manager
Email Address: Leah@american-generator.com
Website WWW.american-generator.com

1. Organizational structure: Corporation, Partnership, etc. Corporation
2. Firm established: 2008
3. How many full time employees? 15 Part time?
4. Do you have 24-hour emergency service? yes
5. 24-hour/7-day Emergency Telephone Number 248.623.4919
6. Provide your procedure for handling night and weekend calls.
   emergency number goes directly to on call tech. The city will also be provided the service manager's cell phone number.
7. What is your typical response time, from time of call to arrival on site? 2 HRS
8. Can you meet our emergency response requirement? yes
   If not, what is the time frame for your response?
9. Address of your local facility 6158 Delfield Dr. Waterford, MI 48329
10. Distance of local facility from the Novi Civic Center 20 miles
11. Are you able to provide insurance coverage as required by this bid? yes
12. List the scope of services (type of work) you are able to perform.
    generator sales, tinstallation, generator preventive

Maintenance + repairs, load bank testing, fuel services, Maintenance + repair of automatic transfer switches.

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

Electrical Contractor 6108798, Master Electrician Doug Pletcher 6210880, all technicians factory trained & certified for Cummins, Kohler & Blue Star & Generac.

14. Provide a list of mobile service technicians, and all other professional staff to be assigned to this contract. Include name, title, license number, and years of experience, full/part time, on-call availability, qualifications, and experience. Must be staff working out of local facility.

Jeramie Shaver; Service Manager 248.595.2321
Justin Nowicki - Service tech (10 years, full time)
Greg Cook - Service tech (10 years, full time)
Tim Vanness - Service tech (6 years, full time)
Josh Goolsby - Service tech (6 years, full time)

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

Load Banks, Fuel Polisher, Fluid Sampling supplies, parts inventory

16. Do you own a rental fleet of generators? yes If yes, how many? 6
17. Do you have rental cables? yes
18. Are you able to install an emergency rental generator? yes
19. Are you capable of servicing & repairing automatic transfer switches? yes If so, please list & describe brands
20. Do you stock spare parts for emergency services? yes
21. What is your estimated delivery time for non-stocked items? 1-2 days
22. Provide a list of all open contracts your company currently holds. Include contact name, organization, type, size, required date of completion, percentage of

completion, and value of contract.

City of Novi, City of Lincoln Park, City of Taylor, City of Sterling Heights, Oakland University, Friedman Real Estate, CBRE, Detroit Port Authority

23. **References:** Provide at least three (3) current client references (with contact names and phone numbers) that are comparable in scope to this bid. Several references from municipalities would be desirable.

Company City of Sterling Heights
Address 40555 Utica Rd. Sterling Heights MI 48313
Phone 586.506.7886 Contact name Todd Macouis

Company City of Lincoln Park
Address 500 Southfield Rd. Lincoln Park MI 48146
Phone 313.215.4109 Contact name John Kozuh

Company City of Taylor
Address 23555 Goddard Rd Taylor, MI 48180
Phone 313.363.0100 Contact name Guido Ulin

24. 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: Leah Cavalier
Representative's Name (please print) Leah Cavalier
Date 5/27/25

CITY OF NOVI
GENERATOR PREVENTIVE MAINTENANCE REPAIR SERVICES
PROPOSAL FORM

Company Name
American Generators Sales + Service

We the undersigned as bidder, propose to furnish Generator Preventive Maintenance & Repair Services to the City of Novi according to the RFP specifications for the following prices:

BASE BID	Spring Preventive Maintenance (inspection & oil change)	Fall Preventive Maintenance (inspection only)	Price to Load Test 4 hour (Monday-Friday)	Price to Load Test 2 hour (Monday-Friday)	Price to Load Test 4 hour (Saturday)	Price for Coolant Flush (upon request)
Civic Center	650.00	275.00	800.00	N/A	2,500.00	700.00
Police Dept.	650.00	275.00	800.00	N/A	2,500.00	650.00
Police Dept. - 30 minute Load Test	N/A		596.00	N/A	N/A	N/A
DPW	800.00	275.00	N/A	500.00	N/A	1,000.00
Fire Station #1	400.00	275.00	N/A	500.00	N/A	525.00
Fire Station #2	400.00	275.00	N/A	500.00	N/A	525.00
Fire Station #3	400.00	275.00	N/A	500.00	N/A	525.00
Fire Station #4	500.00	275.00	N/A	500.00	N/A	525.00
Lift Station #1	450.00	275.00	N/A	500.00	N/A	525.00
Lift Station #2	400.00	275.00	N/A	500.00	N/A	525.00
Lift Station #3	400.00	275.00	N/A	500.00	N/A	525.00
Lift Station #4	400.00	275.00	N/A	500.00	N/A	525.00
Lift Station #5	400.00	275.00	N/A	500.00	N/A	525.00
Lift Station #6	400.00	275.00	N/A	500.00	N/A	525.00
Lift Station #7	450.00	275.00	N/A	500.00	N/A	525.00
Lift Station #8	400.00	275.00	N/A	500.00	N/A	525.00
Lift Station #9	400.00	275.00	N/A	500.00	N/A	525.00
Lift Station #10	550.00	275.00	N/A	500.00	N/A	650.00
Lift Station #11	400.00	275.00	N/A	500.00	N/A	525.00
Lift Station #12	550.00	275.00	N/A	500.00	N/A	650.00
Lift Station #23	400.00	275.00	N/A	500.00	N/A	650.00
Lift Station #18	400.00	275.00	N/A	500.00	N/A	525.00
Lift Station #19	500.00	275.00	N/A	500.00	N/A	600.00

CITY OF NOVI
GENERATOR PREVENTIVE MAINTENANCE REPAIR SERVICES
PROPOSAL FORM

Company Name
American Generators Sales + Service

Lift Station #20	400.00	275.00	N/A	500.00	N/A	525.00
Lift Station #21	400.00	275.00	N/A	500.00	N/A	525.00
Lift Station #22	400.00	275.00	N/A	500.00	N/A	525.00
West Park Booster	700.00	275.00	N/A	500.00	N/A	700.00
Island Lake Booster #1	600.00	275.00	N/A	500.00	N/A	700.00
Portable #1	550.00	275.00	N/A	500.00	N/A	650.00
Portable #2	550.00	275.00	N/A	500.00	N/A	650.00
TOTAL BASE BID	13,900.00	7,975.00	2,196.00	13,500.00	5,000.00	17,050.00

CITY OF NOVI
GENERATOR PREVENTIVE MAINTENANCE REPAIR SERVICES
PROPOSAL FORM

Company Name
American Generators Sales + Service

ALTERNATE #1	Spring Preventive Maintenance (inspection & oil change)	Fall Preventive Maintenance (inspection only)	Price to Load Test 4 hour (Monday-Friday)	Price to Load Test 2 hour (Monday-Friday)	Price to Load Test 4 hour (Saturday)	Price for Coolant Flush (upon request)
Ice Arena	400.00	275.00	N/A	500.00	N/A	525.00
ALTERNATE #2	Spring Preventive Maintenance (inspection & oil change)	Fall Preventive Maintenance (inspection only)	Price to Load Test 4 hour (Monday-Friday)	Price to Load Test 2 hour (Monday-Friday)	Price to Load Test 4 hour (Saturday)	Price for Coolant Flush (upon request)
Meadowbrook Commons	800.00	275.00	800.00	N/A	2,500.00	1,000.00

HOURLY RATES	M-F 8am-5pm	M-F after 5pm	Sat/Sun	Holiday
Service/Repair	149.00	223.50	223.50	298.00
Emergency	149.00	223.50	223.50	298.00

MATERIALS - Percent Over Contractor's Cost	25.00%

WE ACKNOWLEDGE RECEIPT OF THE FOLLOWING ADDENDA: Acknowledged by Leah Cavalier

EXCEPTIONS / OTHER CHARGES / COMMENTS:

COMPANY NAME:	American Generators Sales & Service
ADDRESS:	6158 Delfield Dr.
CITY, STATE, ZIP CODE:	Waterford, MI 48329
AGENTS NAME: (Please print)	Leah Cavalier

CITY OF NOVI
GENERATOR PREVENTIVE MAINTENANCE REPAIR SERVICES
PROPOSAL FORM

Company Name
American Generators Sales + Service

AGENTS TITLE: (Please print)	Account Manager
AGENTS SIGNATURE:	
TELEPHONE:	248.623.4919
EMAIL:	Leah@american-generator.com
FAX:	N/A
DATE:	5/27/25

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/14/2025

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

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

PRODUCER The Dearborn Agency Inc. 22691 Michigan Avenue Dearborn MI 48124	CONTACT NAME: PHONE (A/C, No, Ext): 313-562-8373 FAX (A/C, No): 313-562-5371 E-MAIL ADDRESS: info@dearbornagency.com
INSURED AMERGEN-01 American Generators Sales & Service LLC 6158 Delfield Dr Waterford MI 48329	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Cincinnati Insurance Company — 10677 INSURER B : MTM Insurance Co. (Manufacturing Technology — 12824 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 892103847 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC OTHER:			EPP 0566906	2/1/2023	2/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			EBA 0566906	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EPP 0566906	2/1/2023	2/1/2026	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			328800	2/1/2025	2/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	Errors & Omissions			EPP 0566906	2/1/2023	2/1/2026	Each Occurrence Aggregate	1,000,000 1,000,000

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

Broadened Contractor General Liability Coverage; GA472 05/20
Automatic Additional Insured when required by written contract, permit, or agreement
Owners, Lessees, or Contractors, including CG2010 & completed/ongoing operations
Automatic Primary and Noncontributory when required by written contract, agreement, or permit
Automatic Waiver of Transfer of Rights of Recovery when required by written contract, agreement, or permit

Broadened Automobile Coverage; AA292 06/20
Blanket Waiver of Subrogation when required by written contract, agreement, or permit
See Attached...

CERTIFICATE HOLDER

American Generators Sales & Service, LLC
6158 Delfield Dr
Waterford MI 48329

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: AMERGEN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY The Dearborn Agency Inc.	NAMED INSURED American Generators Sales & Service LLC 6158 Delfield Dr Waterford MI 48329
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Automatic Primary and Noncontributory when required by written contract, agreement, or permit
Automatic Additional Insured when required by written contract, agreement, or permit

For Insured's records only

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Gulf Super Duty Plus 15W-40 Diesel Engine Oil

SDS - Safety Data Sheet

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Identifier: Gulf Super Duty Plus Diesel Engine Oil, SAE 15W-40
Other means of identification: Engine Oil, API CK-4
SDS Number: 331307
CAS Number: Blend
CHEMTREC: EMERGENCY CONTACT 1-800-424-9300
Supplier:
Nu-Tier Brands, Inc., Tulsa, OK
Under License from Gulf Oil LP
TECHNICAL CONTACT NUMBER: 918-550-8026, Ext. 507
www.gulflubricants.net

2. HAZARDS IDENTIFICATION

Classified Hazards
This material is not hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29CFR 1910.1200.

Other Hazards
None Known

Label Elements
No classified hazards

GENERAL PRECAUTIONARY STATEMENT(S):
Keep out of reach of children.
Read label before use.
Wash skin thoroughly after handling.
IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
Get medical advice/attention if you feel unwell.
PREVENTION PRECAUTIONARY STATEMENT(S):
Not applicable.
RESPONSE PRECAUTIONARY STATEMENT(S):
Not applicable.
STORAGE PRECAUTIONARY STATEMENT(S):
Store in a dry place.
Store in a closed container.
DISPOSAL PRECAUTIONARY STATEMENT(S):
Dispose of contents/containers should be cleaned of residual product before disposal, and disposed of in accordance with all applicable laws and regulations.
OTHER HAZARDS WHICH DO NOT RESULT IN CLASSIFICATION:
No additional information available

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS	Concentration
Highly refined petroleum base oil	Mixture	0-85%
Additives	Proprietary	<25%

There are no ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to

health and hence require reporting in this section.

4. FIRST AID MEASURES

EYE CONTACT FIRST AID: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
SKIN CONTACT FIRST AID: Wash with plenty of soap and water. Remove contaminated clothing and shoes.
INHALATION FIRST AID: If inhaled, move victim to fresh air and keep at rest in a position comfortable for breathing.
INGESTION FIRST AID: Rinse mouth. Do NOT induce vomiting.
NOTES TO PHYSICIAN: Treat symptomatically.

5. FIREFIGHTING MEASURES

NFPA 704 Hazard Class
Health: 1 **Flammability**: 1 **Reactivity**: 0

0 (Minimal)
1 (Slight)
2 (Moderate)
3 (Serious)
4 (Severe)

Flash Point Minimum: **465°F / 241°C**
Flash Point Test Method: **Cleveland Open Cup (COC)**
NFPA FLAMMABILITY CLASSIFICATION: NFPA Class-IIIB combustible material
FLAMMABLE LIMITS IN AIR: LEL: N/A
UEL: N/A

Extinguishing Media: Carbon dioxide, water fog, foam or dry powder. Do not use water, because this product is oil based. Water or foam may cause frothing.
Specific hazards arising from the chemical:
Fire & Explosion Hazards: Can burn in fire, releasing toxic vapors, fumes, and smoke.
Hazardous Combustion Products: Hazardous decomposition products are oxides of carbon and nitrogen including CO and CO2.

6. ACCIDENTAL RELEASE MEASURES

SAFEGUARDS (PERSONNEL):
Eliminate all sources of ignition - heat, sparks, flame, electricity, impact and friction.
INITIAL CONTAINMENT:
Absorb spills with inert material. Do not allow material to enter soil or surface water.
LARGE SPILLS PROCEDURE:
Absorb spill with inert material (e g, dry sand or earth), then place in a chemical waste container. Do not flush to sewer.
SMALL SPILLS PROCEDURE:
Absorb spills with inert material.
MISCELLANEOUS:
Treat or dispose of in accordance with all federal, state, and local requirements. Incineration is preferred.

7. HANDLING AND STORAGE

HANDLING (PERSONNEL):
DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, STATIC ELECTRICITY, OR OTHER SOURCES OF IGNITION; THEY MAY EXPLODE AND CAUSE INJURY OR DEATH.
Empty drums should be completely drained, properly bunged, and promptly returned to a drum reconditioner, or properly disposed of. Wash hands thoroughly after handling.
HANDLING (PHYSICAL ASPECTS):

Secure container after each use. Store in a cool dry area.
Avoid contact with strong oxidizing agents.

STORAGE PRECAUTIONS:
Store in a cool dry place, in a tightly closed container. Eliminate all sources of ignition - heat, sparks, flame, electricity, impact and friction.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

MATERIAL	SOURCE	TYPE	Mg/m3
Lubricating Oil, Petroleum	NIOSH REL	TWA (Mist)	5 mg/m3
Lubricating Oil, Petroleum	NIOSH REL	STEL (Mist)	10 mg/m3
Highly Refined Base Oil	ACGIH TLV	TWA (Inhalable fraction)	5 mg/m3
Highly Refined Base Oil	NIOSH REL	TWA	5 mg/m3

ENGINEERING CONTROLS:
Local exhaust ventilation may be necessary to control any air contaminants to within their TLVs during the use of this product.
TLV for mineral oil is 5 mg/cubic meter.
EYE / FACE PROTECTION REQUIREMENTS:
When splashing of the material may occur, chemical goggles and/or a face shield are recommended.

SKIN PROTECTION REQUIREMENTS:
Where contact is likely, wear chemical resistant gloves.
RESPIRATORY PROTECTION REQUIREMENTS:
Under normal use conditions, with adequate ventilation, no special handling equipment is required. If mists are produced, local ventilation may be required to keep exposure below limits.
GENERAL COMMENTS:
Always observe good personal hygiene practices. Wash hands and other exposed skin areas with plenty of mild soap and water before eating, drinking, smoking, etc...

9. PHYSICAL AND CHEMICAL PROPERTIES

FORM .....: Liquid
COLOR .....: Amber to Dark Amber
ODOR .....: Petroleum
VAPOR DENSITY.....: Heavier than air (Air = 1)
SOLUBILITY IN WATER..: Nil
SPECIFIC GRAVITY.....: 0.8704 at 60 °F (Water = 1)
BULK DENSITY.....: 7.25 Pounds per Gallon at 60 °F
POUR PT.....: -32 °C
pH .....: Not Applicable
VISCOSITY.....: 15.4 cSt at 100 °C

10. STABILITY AND REACTIVITY

STABILITY: Material is stable under normal conditions.
POLYMERIZATION: Hazardous polymerization will not occur.
INCOMPATIBILITY WITH OTHER MATERIALS: Avoid contact with strong oxidizing agents.
DECOMPOSITION: In the case of a fire, oxides of carbon, hydrocarbons, fumes, and smoke may be produced.
CONDITIONS TO AVOID: Excessive heat. Avoid all sources of ignition.

11. TOXICOLOGICAL INFORMATION

GENERAL INFORMATION:
Based on data on the components and the toxicology of similar materials
ROUTES OF ENTRY:
Skin, Eyes, Ingestion, and Inhalation.
ACUTE EXPOSURE:
EYE IRRATATION:
Not expected to cause eye irritation. Based on data from components or similar materials.
Vapors may cause irritation.
SKIN IRRATATION:
Slightly irritating based on data from components or similar materials. Prolonged or repeated skin contact without proper hygiene may result in skin disorders such as acne.
RESPIRATORY IRRITATION:
Based on data from components and similar materials, Inhalation of vapors or mists may cause irritation.
DERMAL TOXICITY:
Expected to be of low toxicity: LD50 > 5000 mg/kg, Rabbit
ORAL TOXICITY:
Expected to be of low toxicity: LD50 > 5000 mg/kg , Rat
INHALATION TOXICITY:
Based on data from components and similar materials, product is not considered to be an inhalation hazard under normal conditions of use.
SENSITIZATION:
Component concentrations in this formulation would not be expected to cause skin sensitization, based on tests of the components or similar formulations.
CRONIC EXPOSURE:
CHRONIC TOXICITY:
No data available to indicate product or components present at greater than 1% are chronic health hazards.
CARCINOGENICITY:
Product contains mineral and/or synthetic oils shown to be noncarcinogenic in laboratory studies with the same or similar materials. Mineral and synthetic oils are not classified as carcinogenic by the International Agency for Research on Cancer (IARC). Other components are not known to be associated with carcinogenic effects.
MUTAGENICITY:
No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
REPRODUCTIVE TOXICITY:
No data available to indicate either product or components present at greater than 0.1% that may cause reproductive toxicity.
TERATOGENCITY:
No data available to indicate either product or components present at greater than 0.1% that may cause birth defects.
ADDITIONAL INFORMATION:
No other health hazards known.

12. ECOLOGICAL INFORMATION

ENVIRONMENTAL HAZARDS:
Ecological Toxicity data has not been determined specifically for this product. The ecological toxicity hazard is based on an evaluation of data for the components or a similar material. This material is expected to be harmful to aquatic organisms and may cause long-term adverse effects in the aquatic environment.
ENVIRONMENTAL FATE
This material is not expected to be readily biodegradable. The biodegradability of this material is based on an evaluation of data for the components or a similar material. This product contains components which may be persistent in the environment.

13. DISPOSAL CONSIDERATIONS

WASTE DISPOSAL:

Avoid disposal into waste water treatment facilities. Treat or dispose of waste material in accordance with all local, state/provincial, and national requirements. This product, if discarded, is not considered a hazardous waste.

14. TRANSPORTATION INFORMATION

PRODUCT LABEL:	Gulf Super Duty Plus 15W-40
D.O.T SHIPPING:	Not Regulated by DOT.
IMDG:	This material is not classified as dangerous under IMDG regulations.
IATA:	This material is not classified as dangerous under IATA regulations.
TRANSPORT CANADA:	This material is not classified as dangerous under Transport Canada regulations.

15. REGULATORY INFORMATION

OSHA Hazard Communication Standard:
The classification of this material is based on OSHA HCS 2012 criteria.
United States inventory (TSCA): All components are listed or exempted.
Canada inventory: All components are listed or exempted.
Europe inventory: All components are listed or exempted.
Japan inventory (ENCS): All components are listed or exempted.
Australia inventory (AICS): All components are listed or exempted.
Korea inventory (KECI): All components are listed or exempted.
China inventory (IECSC): All components are listed or exempted.
Philippines inventory (PICCS): All components are listed or exempted.

16. OTHER INFORMATION

REASON FOR ISSUE ....: New
APPROVAL DATE .....: January 24, 2017
SUPERCEDES DATE.....: New
PRODUCT ID .....: 331307

The data in this Material Safety Data Sheet relates only to the specific material designated herein.

This information is furnished without warranty, expressed or implied, except that it is accurate to the best knowledge of Nu-Tier Brands, Inc. The data on this sheet are related only to the specific material designated herein. Nu-Tier Brands, Inc. assumes no legal responsibility for use or reliance upon these data.

END OF MSDS

Gulf Super Duty Plus 10W-30 Diesel Engine Oil

SDS - Safety Data Sheet

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Identifier: Gulf Super Duty Plus Diesel Engine Oil, SAE 10W-30
Other means of identification: Engine Oil, API CK-4
SDS Number: 331310
CAS Number: Blend
CHEMTREC: EMERGENCY CONTACT 1-800-424-9300
Supplier:
Nu-Tier Brands, Inc., Tulsa, OK
Under License from Gulf Oil LP
TECHNICAL CONTACT NUMBER: 918-550-8026, Ext. 507
www.gulflubricants.net

2. HAZARDS IDENTIFICATION

Classified Hazards
This material is not hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29CFR 1910.1200.

Other Hazards
None Known

Label Elements
No classified hazards

GENERAL PRECAUTIONARY STATEMENT(S):
Keep out of reach of children.
Read label before use.
Wash skin thoroughly after handling.
IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
Get medical advice/attention if you feel unwell.
PREVENTION PRECAUTIONARY STATEMENT(S):
Not applicable.
RESPONSE PRECAUTIONARY STATEMENT(S):
Not applicable.
STORAGE PRECAUTIONARY STATEMENT(S):
Store in a dry place.
Store in a closed container.
DISPOSAL PRECAUTIONARY STATEMENT(S):
Dispose of contents/containers should be cleaned of residual product before disposal, and disposed of in accordance with all applicable laws and regulations.
OTHER HAZARDS WHICH DO NOT RESULT IN CLASSIFICATION:
No additional information available

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS	Concentration
Highly refined petroleum base oil	Mixture	0-85%
Additives	Proprietary	<25%

There are no ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health and hence require reporting in this section.

4. FIRST AID MEASURES

EYE CONTACT FIRST AID: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
SKIN CONTACT FIRST AID: Wash with plenty of soap and water. Remove contaminated clothing and shoes.
INHALATION FIRST AID: If inhaled, move victim to fresh air and keep at rest in a position comfortable for breathing.
INGESTION FIRST AID: Rinse mouth. Do NOT induce vomiting.
NOTES TO PHYSICIAN: Treat symptomatically.

5. FIREFIGHTING MEASURES

NFPA 704 Hazard Class
Health: 1 **Flammability**: 1 **Reactivity**: 0

0 (Minimal)
1 (Slight)
2 (Moderate)
3 (Serious)
4 (Severe)

Flash Point Minimum: **465°F / 241°C**
Flash Point Test Method: **Cleveland Open Cup (COC)**
NFPA FLAMMABILITY CLASSIFICATION: NFPA Class-IIIB combustible material
FLAMMABLE LIMITS IN AIR: LEL: N/A
UEL: N/A

Extinguishing Media: Carbon dioxide, water fog, foam or dry powder. Do not use water, because this product is oil based. Water or foam may cause frothing.
Specific hazards arising from the chemical:
Fire & Explosion Hazards: Can burn in fire, releasing toxic vapors, fumes, and smoke.
Hazardous Combustion Products: Hazardous decomposition products are oxides of carbon and nitrogen including CO and CO2.

6. ACCIDENTAL RELEASE MEASURES

SAFEGUARDS (PERSONNEL):
Eliminate all sources of ignition - heat, sparks, flame, electricity, impact and friction.
INITIAL CONTAINMENT:
Absorb spills with inert material. Do not allow material to enter soil or surface water.
LARGE SPILLS PROCEDURE:
Absorb spill with inert material (e g, dry sand or earth), then place in a chemical waste container. Do not flush to sewer.
SMALL SPILLS PROCEDURE:
Absorb spills with inert material.
MISCELLANEOUS:
Treat or dispose of in accordance with all federal, state, and local requirements. Incineration is preferred.

7. HANDLING AND STORAGE

HANDLING (PERSONNEL):
DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, STATIC ELECTRICITY, OR OTHER SOURCES OF IGNITION; THEY MAY EXPLODE AND CAUSE INJURY OR DEATH.
Empty drums should be completely drained, properly bunged, and promptly returned to a drum reconditioner, or properly disposed of. Wash hands thoroughly after handling.
HANDLING (PHYSICAL ASPECTS):
Secure container after each use. Store in a cool dry area.
Avoid contact with strong oxidizing agents.

STORAGE PRECAUTIONS:
Store in a cool dry place, in a tightly closed container. Eliminate all sources of ignition - heat, sparks, flame, electricity, impact and friction.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

MATERIAL	SOURCE	TYPE	Mg/m3
Lubricating Oil, Petroleum	NIOSH REL	TWA (Mist)	5 mg/m3
Lubricating Oil, Petroleum	NIOSH REL	STEL (Mist)	10 mg/m3
Highly Refined Base Oil	ACGIH TLV	TWA (Inhalable fraction)	5 mg/m3
Highly Refined Base Oil	NIOSH REL	TWA	5 mg/m3

ENGINEERING CONTROLS:
Local exhaust ventilation may be necessary to control any air contaminants to within their TLVs during the use of this product. TLV for mineral oil is 5 mg/cubic meter.
EYE / FACE PROTECTION REQUIREMENTS:
When splashing of the material may occur, chemical goggles and/or a face shield are recommended.

SKIN PROTECTION REQUIREMENTS:
Where contact is likely, wear chemical resistant gloves.
RESPIRATORY PROTECTION REQUIREMENTS:
Under normal use conditions, with adequate ventilation, no special handling equipment is required. If mists are produced, local ventilation may be required to keep exposure below limits.
GENERAL COMMENTS:
Always observe good personal hygiene practices. Wash hands and other exposed skin areas with plenty of mild soap and water before eating, drinking, smoking, etc...

9. PHYSICAL AND CHEMICAL PROPERTIES

FORM .....: Liquid
COLOR .....: Amber to Dark Amber
ODOR .....: Petroleum
VAPOR DENSITY.....: Heavier than air (Air = 1)
SOLUBILITY IN WATER..: Nil
SPECIFIC GRAVITY.....: 0.8688 at 60 °F (Water = 1)
BULK DENSITY.....: 7.24 Pounds per Gallon at 60 °F
POUR PT.....: -36 °C
pH .....: Not Applicable
VISCOSITY.....: 11.9 cSt at 100 °C

10. STABILITY AND REACTIVITY

STABILITY: Material is stable under normal conditions.
POLYMERIZATION: Hazardous polymerization will not occur.
INCOMPATIBILITY WITH OTHER MATERIALS: Avoid contact with strong oxidizing agents.
DECOMPOSITION: In the case of a fire, oxides of carbon, hydrocarbons, fumes, and smoke may be produced.
CONDITIONS TO AVOID: Excessive heat. Avoid all sources of ignition.

11. TOXICOLOGICAL INFORMATION

GENERAL INFORMATION:
Based on data on the components and the toxicology of similar materials
ROUTES OF ENTRY:
Skin, Eyes, Ingestion, and Inhalation.

ACUTE EXPOSURE:
EYE IRRATATION:
Not expected to cause eye irritation. Based on data from components or similar materials.
Vapors may cause irritation.
SKIN IRRATATION:
Slightly irritating based on data from components or similar materials. Prolonged or repeated skin contact without proper hygiene may result in skin disorders such as acne.
RESPIRATORY IRRITATION:
Based on data from components and similar materials, Inhalation of vapors or mists may cause irritation.
DERMAL TOXICITY:
Expected to be of low toxicity: LD50 > 5000 mg/kg, Rabbit
ORAL TOXICITY:
Expected to be of low toxicity: LD50 > 5000 mg/kg , Rat
INHALATION TOXICITY:
Based on data from components and similar materials, product is not considered to be an inhalation hazard under normal conditions of use.
SENSITIZATION:
Component concentrations in this formulation would not be expected to cause skin sensitization, based on tests of the components or similar formulations.
CRONIC EXPOSURE:
CHRONIC TOXICITY:
No data available to indicate product or components present at greater than 1% are chronic health hazards.
CARCINOGENICITY:
Product contains mineral and/or synthetic oils shown to be noncarcinogenic in laboratory studies with the same or similar materials. Mineral and synthetic oils are not classified as carcinogenic by the International Agency for Research on Cancer (IARC). Other components are not known to be associated with carcinogenic effects.
MUTAGENICITY:
No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
REPRODUCTIVE TOXICITY:
No data available to indicate either product or components present at greater than 0.1% that may cause reproductive toxicity.
TERATOGENCITY:
No data available to indicate either product or components present at greater than 0.1% that may cause birth defects.
ADDITIONAL INFORMATION:
No other health hazards known.

12. ECOLOGICAL INFORMATION

ENVIRONMENTAL HAZARDS:
Ecological Toxicity data has not been determined specifically for this product. The ecological toxicity hazard is based on an evaluation of data for the components or a similar material. This material is expected to be harmful to aquatic organisms and may cause long-term adverse effects in the aquatic environment.
ENVIRONMENTAL FATE
This material is not expected to be readily biodegradable. The biodegradability of this material is based on an evaluation of data for the components or a similar material. This product contains components which may be persistent in the environment.

13. DISPOSAL CONSIDERATIONS

WASTE DISPOSAL:
Avoid disposal into waste water treatment facilities. Treat or dispose of waste material in accordance with all local, state/provincial, and national requirements. This product, if discarded, is not considered a hazardous waste.

14. TRANSPORTATION INFORMATION

PRODUCT LABEL:	Gulf Super Duty Plus 10W-30
D.O.T SHIPPING:	Not Regulated by DOT.
IMDG:	This material is not classified as dangerous under IMDG regulations.
IATA:	This material is not classified as dangerous under IATA regulations.
TRANSPORT CANADA:	This material is not classified as dangerous under Transport Canada regulations.

15. REGULATORY INFORMATION

OSHA Hazard Communication Standard:
The classification of this material is based on OSHA HCS 2012 criteria.
United States inventory (TSCA): All components are listed or exempted.
Canada inventory: All components are listed or exempted.
Europe inventory: All components are listed or exempted.
Japan inventory (ENCS): All components are listed or exempted.
Australia inventory (AICS): All components are listed or exempted.
Korea inventory (KECI): All components are listed or exempted.
China inventory (IECSC): All components are listed or exempted.
Philippines inventory (PICCS): All components are listed or exempted.

16. OTHER INFORMATION

REASON FOR ISSUE ....: New
APPROVAL DATE .....: January 24, 2017
SUPERCEDES DATE.....: New
RTN NUMBER .....: 02235001

The data in this Material Safety Data Sheet relates only to the specific material designated herein.

This information is furnished without warranty, expressed or implied, except that it is accurate to the best knowledge of Nu-Tier Brands, Inc. The data on this sheet are related only to the specific material designated herein. Nu-Tier Brands, Inc. assumes no legal responsibility for use or reliance upon these data.

END OF MSDS

NOTICE - CITY OF NOVI
REQUEST FOR PROPOSALS

GENERATOR PREVENTIVE MAINTENANCE AND REPAIR SERVICES

The City of Novi will receive sealed proposals for **Generator Preventive Maintenance and Repair Services** according to the specifications of the City of Novi.

Sealed proposals will be received until **2:00 p.m.** prevailing Eastern Time, **Wednesday, May 28, 2025,** at which time proposals will be opened and read. Proposals shall be addressed as follows and delivered to:

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

OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED **"Generator Preventive Maintenance and Repair Services RFP"** AND MUST BEAR THE NAME OF THE PROPOSER.

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

Tracey Marzonie
Purchasing Manager

Notice dated: May 7, 2025

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

American Generators Sales & Service
6158 Delfield Dr.
Waterford, MI 48329

5-22-25
1:11
Ryan Shaw

City of Novi Finance Dept.
45175 Ten Mile Rd.
Novi, MI 48375-3024

Generator Preventive Maintenance and Repair Services RFP
American Generators Sales & Service

CITY OF NOVI CITY COUNCIL
JUNE 23, 2025

SUBJECT: Approval to award a unit price contract for Street Sweeping Services to SCA of MI, LLC, the lowest qualified bidder, at an estimated annual cost of $65,350. The contract term is one year with three optional one-year extensions.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

KEY HIGHLIGHTS:

- The DPW performs street sweeping work using in-house equipment and staff, which is augmented by contractual services.
- Continuation of this program would ensure Oakland County Roads are swept three times, City Major Roads are swept two times, and City Local Roads are swept four times annually.
- Sweeping ensures aesthetically appealing streets and enhances the ability for catch basins to function properly while minimizing sediment deposits in ponds, rivers, and lakes.

FINANCIAL IMPACT

	FY 2025/26
EXPENDITURE REQUIRED	**$ 6,450 Municipal Roads** **$ 58,900 Drains** **$ 65,350 Estimated annual amount**
BUDGET **Municipal Roads Fund 204-446.00-866.048** **Drain Fund 211-445.00-936.120**	 **$15,000** **$85,000**
APPROPRIATION REQUIRED	**$ 0**
FUND BALANCE IMPACT	**$ 0**

BACKGROUND INFORMATION:

Street sweeping is the first step in managing the City's stormwater collection and discharge system. This service is conducted using mechanical equipment that brooms curb lines and vacuums up loose debris, such as sediment, woody debris, and refuse from roadways.

Sweeping ensures aesthetically appealing streets and enhances the ability for catch basins to function properly while minimizing sediment deposits in ponds, rivers, and lakes.

Since 2018, DPW has performed street sweeping work using in-house equipment and staff, which is augmented by contractual services. Continuation of this program would ensure Oakland County roads are swept three times, City Major Roads are swept two times, and City Local Roads are swept four times annually.

Following a bid solicitation period, five (5) bids were received and opened on March 27, 2025. After reviewing the bids, SCA of MI, LLC, is recommended as being in the best interest of the City for being responsive (i.e. SCA of MI has complied with all requirements of the bidding instructions), and for submitting the lowest qualified price based on extended unit pricing.

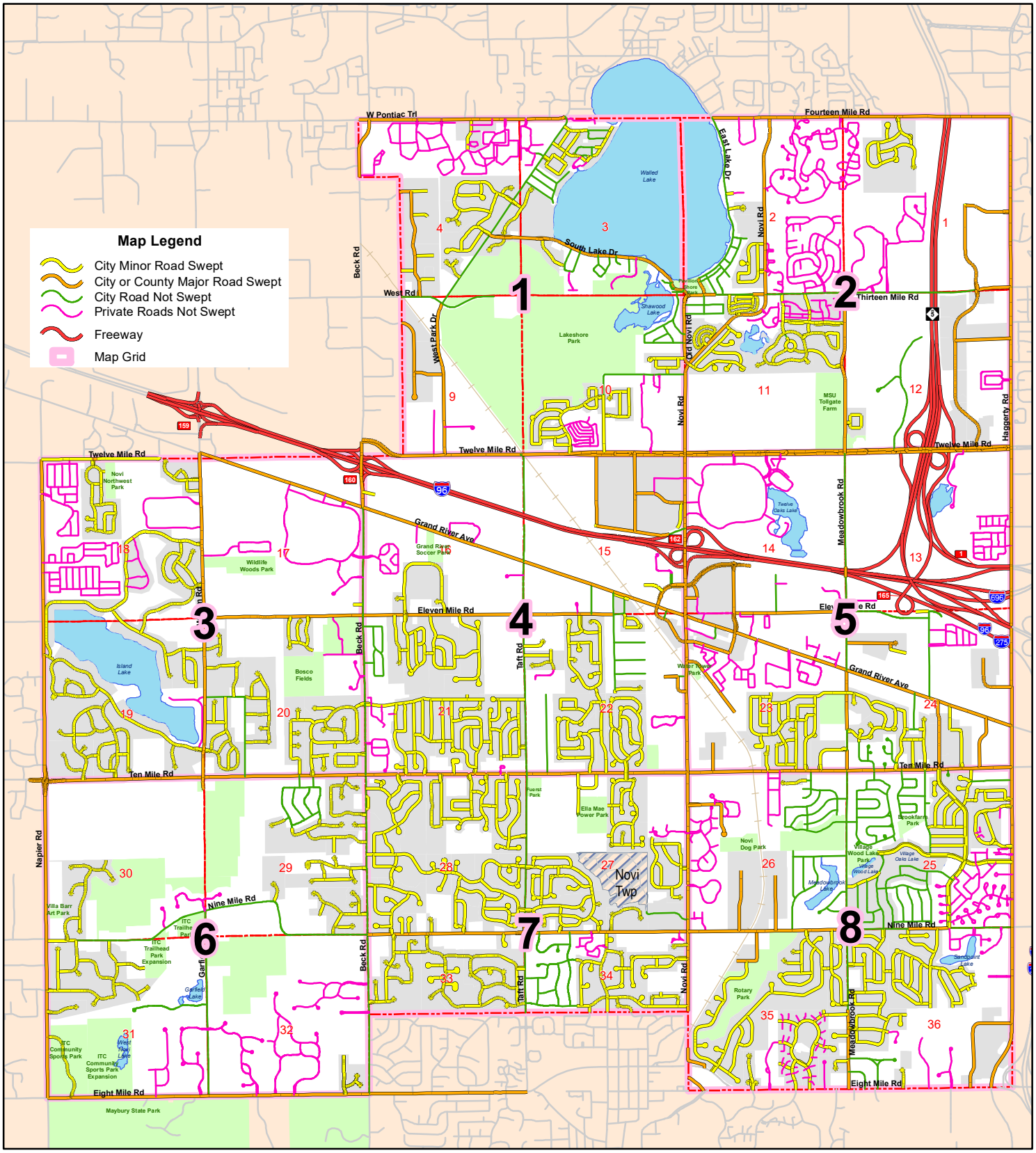
In addition to this award, a Summer Maintenance Agreement with the Road Commission for Oakland County was approved on the April 7, 2025, agenda. The agreement allows the City to sweep an additional 43.88 miles of RCOC roadways, thus expanding services to internal and border roads. The reimbursement from the RCOC for providing these services three times a year is $25,340.70.

RECOMMENDED ACTION: Approval to award a unit price contract for Street Sweeping Services to SCA of MI, LLC, the lowest qualified bidder, at an estimated annual cost of $63,350. The contract term is one year with three optional one-year extensions.

CITY OF NOVI
STREET SWEEPING - MAJOR/MUNICIPAL/LOCAL STREETS BID TAB
MARCH 27, 2025 2:00 PM

	Est. quantity (curb miles)	SCA of MI Unit pricing	SCA of MI Total	Russell Landscaping Unit Pricing	Russell Landscaping Total	G & M Enterprises Unit pricing	G & M Enterprises Total	Eagle Eye Parking Lot Sweeping Unit Pricing	Eagle Eye Parking Lot Sweeping Total	Progressive Sweeping Unit Pricing	Progressive Sweeping Total	National Industrial Maint MI Unit Pricing	National Industrial Maint MI Total
BASE BID													
Major Streets	59	$ 50.00	$ 2,950.00	$ 85.00	$ 5,015.00	$ 88.00	$ 5,192.00	$ 111.10	$ 6,554.90	$ 143.00	$ 8,437.00	$ 195.00	$ 11,505.00
Local Streets	265	$ 50.00	$ 13,250.00	$ 50.00	$ 13,250.00	$ 49.00	$ 12,985.00	$ 66.66	$ 17,664.90	$ 82.00	$ 21,730.00	$ 90.00	$ 23,850.00
Muncipal Streets	43	$ 50.00	$ 2,150.00	$ 85.00	$ 3,655.00	$ 88.00	$ 3,784.00	$ 111.10	$ 4,777.30	$ 126.00	$ 5,418.00	$ 119.00	$ 5,117.00
TOTAL PER SWEEP			**$ 18,350.00**		**$ 21,920.00**		**$ 21,961.00**		**$ 28,997.10**		**$ 35,585.00**		**$ 40,472.00**
Special Request Sweeping (5 day notice) per curb mile		$ 100.00	per curb mile	$ 85.00	per curb mile	$ 80.00	per curb mile	$ 111.10	per curb mile	$ 150.00	per curb mile	$ 190.00	per curb mile
Minimum charge per event for Special Request Services		$ 400.00		$ 300.00		$ 300.00		$ 444.40		$ 600.00		$ 950.00	
Emergency Response Sweeping (as requested) per curb mile		$ 100.00	per curb mile	$ 100.00	per curb mile	$ 120.00	per curb mile	$ 222.20	per curb mile	$ 150.00	per curb mile	$ 210.00	per curb mile
Minimum charge per event for Emergency Request Services		$ 400.00				$ 300.00		$ 888.80		$ 750.00		$ 1,680.00	

2025
City of Novi Contractor Street Sweeping Map Book



MAP INTERPRETATION NOTICE

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

Miles

0 0.3 0.6 1.2

1 inch = 4,424 feet

Map Author: Jon Gartha
Date: March 11, 2025
Project: Street Sweeping
Version: 1.0

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

SCA OF MI

CITY OF NOVI BID FORM

STREET SWEEPING - MAJOR / MUNICIPAL / LOCAL STREETS

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

Description	Estimated Quantity (curb miles)	Unit Price (per curb mile)	Total
Major Streets	59 Miles	$ 50.00	$ 2,950.00
Local Streets	265 Miles	$ 50.00	$ 13,250.00
Municipal Streets	43 Miles	$ 50.00	$ 2,150.00
		TOTAL (PER SWEEP)	$ 18,350.00
Special Request Sweeping (5-day notice)			$ 100.00 per curb mile
Minimum charge per event for Special Request Services			$ 400.00
Emergency Response Sweeping (as requested)			$ 100.00 per curb mile
Minimum charge per event for Emergency Request Services			$ 400.00

We acknowledge receipt of the following Addendum: N/A
(Please indicate numbers)

Exceptions to specifications (all exceptions must be indicated here or attached on a separate sheet): N/A

Comments: _____

NON-IRAN LINKED BUSINESS

By signing below, I certify and agree on behalf of myself and the company submitting this bid the following: (1)that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this bid 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 bid will immediately comply with any further certifications or information submissions requested by the City in this regard.

THIS BID IS SUBMITTED BY:

Company (Legal Registration) SCA of MI, LLC

Address 4141 Rockside Rd. Suite 100

City Seven Hills State OH Zip 44131

Telephone 216-777-2750

Representative's Name (please print) Patrick Bobo

Representative's Title Secretary

Representative's Signature

E-mail bids@sweepingcorp.com

Date 3/25/2025

CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

STREET SWEEPING - MAJOR / MUNICIPAL / LOCAL STREETS

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

Name of Firm: SCA of MI, LLC

Address: 4141 Rockside Rd. Suite 100

City, State Zip Seven Hills, OH, 44131

Telephone 216-777-2750 Mobile 216-490-9679

Agent's Name (please print) Patrick Bobo

Agent's Title Secretary

Email Address: bids@sweepingcorp.com

Website www.sweepingcorp.com

1. Organizational structure: Corporation, Partnership, etc. LLC
2. Firm established: 3/22/1988 Years in business: 37
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?

   No XX Yes _____ Reason: _____
4. Under what other or former names has your organization operated? _____

   Sweeping Corproration of America
5. How many full-time employees? 25 Part-time? 0
6. Are you able to provide insurance coverage as required by this bid? Yes
7. 24/7 Telephone Number 616-216-5040
8. Location of closest sweeper unit to the City Oak Park Michigan
9. Provide your procedure for handling night & weekend calls _____

   These calls are directed to the General Manager for the state who will either dispatch drivers directly or have the site manager dispatch them.

10. List the scope of services (type of work) you are able to perform.

Street Sweeping Services and Dump Truck Services

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

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

Mallory Wampler - Branch Manager - Full time On call 15 yrs experience

Phalon Campau - Dispatch - Full Time 1 year experience - no on call availability

Jerry Mathews - lead CDL driver - 15 years Experience

Phillip Butler - CDL driver - 1 yr experience -

13. List equipment, tools, and all other resources available to your firm to perform this contract (use a separate sheet if necessary):

See Attached List

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

See Attached List

15. Do you plan use subcontractors for any part of this contract? NO

16. **References**: Provide at least three (3) municipal references.

Municipality City of Three Rivers Michigan

Phone 269-858-5433 Contact name Amy Roth

Municipality Grand Traverse County Michigan

Phone 616-916-4361 Contact name Jay Saksewski

Municipality Jackson County Michigan

Phone 517-740-6685 Contact name Brian Zimmerman

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

No XX Yes _____

_____

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

_____

_____

_____

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: PBobo

Representative's Name (please print) Patrick Bobo

Date 3/25/2025

EQUIPMENT LIST

Asset Type	Asset Description	VIN/Serial	Year Model	Sweeper/Up-Fit Manufacturer	Sweeper/Up-Fit Model	Sweeper/Up-fit Serial	GVW
Street Sweeper	Regen Air Sweeper	49HAADBVX5DN99862	2005	Elgin	Whirlwind	MU10425	32000
Street Sweeper	Mechanical Sweeper-Chain	1HTJTSKN3FH620824	2015	Elgin	Road Wizard	4MW10397	33000
Street Sweeper	Mechanical Sweeper-Chain	1HTJTSKN5FH620825	2015	Elgin	Road Wizard	4MW10399	33000
Dump Truck/Flatbed Truck	Dump Truck	2NKMLD9X57M161908	2007				54000

CURRENT CONTRACTS

Customer Name	Contract Months	Expiration Date	Contract Value
Genesee County Road Commision	36	09/30/25	237,370
Ionia County Road Commission	12	03/30/28	88,978
Jackson County, MI - County Road 2023	24	03/27/26	54,000
Jackson County, MI - State Trunklines (JCD(	24	03/03/26	164,473
MDOTTrunkline Southwest	60	04/13/32	1,101,739
Monroe County Road Commission 2022	31	12/04/27	6,374
Oakland County	36	07/12/26	$195.00 per hour
Sterling Hts, MI - ITB-SH23-057 - 12/5/23	12+24	06/01/25	$86,000
Village of Jonesville	0	01/01/21	$5,954
Wayne County Airport Authority	36	07/16/29	$30,000

CITY OF NOVI

STREET SWEEPING - MAJOR / MUNICIPAL / LOCAL STREETS

SCOPE OF WORK

OVERVIEW

The City of Novi invites contractors that meet the qualifications set forth herein to submit bids for STREET SWEEPING - MAJOR / MUNICIPAL / LOCAL STREETS within the City limits. This initial term of the contract will be from July 1, 2025 to December 31, 2025, with three (3) potential renewals in one (1) year increments.

Qualified contractors must have a thorough knowledge of street sweeping operations and will be required to provide all equipment, personnel, supervision, and related materials to complete the task of sweeping these streets.

A map is included with this ITB that identifies Major, Local, and Municipal Streets. The map should be enlarged to view all the routes and is color-coded for ease of identification.

1) **MINIMUM QUALIFICATIONS**:

A) The Contractor shall not use subcontractors.

B) The Contractor must have a minimum of 10 years' experience in performing municipal street sweeping. Verification of experience shall be provided in the form of three (3) references, which must be listed on the Contractor Questionnaire to be submitted with the bid.

C) The Contractor must have sufficient personnel and equipment to perform this scope of work within the allotted time frame (14 calendar days, per City-wide sweeping cycle). All operators must be legally licensed drivers. **Failure to complete the Street sweeping within the time frame allotted may result in termination.**

D) A list of equipment utilized to perform this scope of work shall be submitted with your bid.

2) **FREQUENCY**

A) Major Streets – 2 sweeps per year:

Sweep 1 – April (TBD depending on end of winter).

Sweep 2 – Start late October after most of the leaves have dropped and complete by end of November.

B) Municipal Streets – 3 sweeps per year:

Sweep 1 – April (TBD depending on end of winter).

Sweep 2 – Completed between August 1 and August 31.

Sweep 3 – Start late October after most of the leaves have dropped and complete by end of November.

C) Local Streets – 4 sweeps per year:

Sweep 1 – April (TBD depending on end of winter)

Sweep 2 – Completed between June 1 and June 30.

Sweep 3 – Completed between September 15 and October 1.

Sweep 4 – Start late October after most of the leaves have dropped and complete by end of November.

3) GENERAL

A) The work quantities are measured in curb miles (not centerline miles). This contract includes the sweeping of both sides of City-owned Major and Local Streets along with Municipal Streets totaling approximately 367 curb miles. Sweeping is not required or included in this inventory where streets without curbing exist. The City reserves the right to add, subtract, or delete street segments as it sees fit.

Current breakdown per street classification:

MAJOR STREETS	Approximately 316,000 lineal feet of curb (59 miles)
LOCAL STREETS	Approximately 1,387,000 lineal feet of curb (265 miles)
MUNICIPAL STREETS	Approximately 227,000 lineal feet of curb (43 miles)

B) Special Request Sweeping - From time to time, sweeping services may be required on an as-needed basis where the DPW will notify the Contractor five (5) business days prior to services needed. The Contractor is to provide cost per curb mile as reflected in the bid form.

C) Emergency Response Sweeping - Contractor may be requested to respond for emergency sweeping services. Although this is an unusual and rare event, DPW is seeking Contractor's ability and cost rate structure for emergency response. The proximity of a sweeper to the City is taken into consideration for

emergency response requests. Contractor shall provide rate per curb mile and minimum charges per event for emergency response sweepings on the bid form.

4) SCOPE OF WORK

A) Street Sweeping

i. Contractor will be notified of the request for services by the Department of Public Services by one phone call and an email, documenting notice. The City requires one central number to call.

ii. Contractor shall be required to respond to the notification within 1 business day and acknowledge receipt of notification of needed service.

iii. Contractor shall be responsible for any damages that occur while executing this contract and shall report them by email to the Field Operations Manager, or their designee, prior to billing for the work.

iv. Should the Contractor fail to keep up with work, the City reserves the right to hire additional contractors to complete work.

v. The City reserves the right to add or eliminate areas of work. Payments for areas of work added will be made based on unit pricing submitted with Contractor's bid.

vi. Contractor shall be paid for work completed based on unit pricing.

vii. No surcharges of any kind shall be allowed.

viii. The right to prescribe the date and order in which the work is called for under this contract shall be retained by the City of Novi Department of Public Works (DPW)

ix. There shall be no work performed on Sunday's or Legal Holidays unless approved by the DPW.

x. Street Sweeper Operator shall not exceed 10 M.P.H. while in sweeping mode.

xi. The Contractor shall be responsible to clean streets of all debris and leaves naturally deposited within the roadway. Removal of yard waste obviously placed in the roadway from the abutting property will not be swept or required to be removed by the contractor.

xii. The Contractor shall submit a written daily report on a mutually agreed upon form that documents the streets completed for each day of sweeping.

xiii. Contractor will have access to the DPW for the purposes of dumping debris collected during sweeping operations 24 hours/day, 7 days/week. This will be a designated area at surface level. A dumpster is not required for collection of materials. Disposal of debris collected from sweeping operations will be accepted by the DPW at no cost to the contractor.

B) Equipment

i. All vehicles performing work shall be properly identified, licensed, and display a professional appearance. All vehicles performing work within the City rights-of- way must meet all MIOSHA safety requirements.

ii. Contractor must be willing to carry a portable tracking unit (provided by the City) for route completion documentation.

iii. The sweeping equipment shall be equipped with and operate a water spray system to control dust resulting from sweeping operations. The contractor must use this water-dust control system during <u>all</u> sweeping operations.

iv. Water will be provided at the DPW facility located at 26300 Lee BeGole Dr. There will be no cost to the contractor for water. Water source is from a 3-inch hookup and adaptors may be required by the contractor to connect to the water source. Contractor will have access to water during normal DPW hours of operation (Monday – Friday, 7:30 A.M. - 4:00 P.M.)

v. The sweeper unit shall be a broom-type sweeper, Elgin Whirlwind or approved equal.

vi. All machines used by the contractor shall be of a uniform appearance and shall be kept in a reasonably neat, clean, and safe operating condition.

vii. The sweeping unit must be equipped with strobe, flashers and arrow stick along with all caution and safety warning labels provided by the equipment manufacture. Warning lights must be used while actively sweeping streets.

C) Invoicing

i. Contractor shall email invoice to: **ksalowich@cityofnovi.org** after each sweeping event is completed. Payment shall only be approved after the Field Operations Manager or their designee has completed the inspection and review.

5) INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful bidder prior to commencement of work. A current certificate

of insurance meeting the requirements in **Attachment A** is to be provided to the City and remain in force during the entire contract period.

6) PAYMENT

By submitting a bid, contractor understands that the City will attempt to make payment within 30 days but cannot guarantee it. All payments must be approved by City Council which generally holds meetings twice per month. On occasion, there may be three weeks between Council meetings, which may cause a delay in payment.

7) ROAD WEIGHT RESTRICTIONS

The City of Novi has several Restricted Commercial Vehicle Routes. These sections of roadway are closed to commercial thru traffic. You may drive on these sections of road only if you are providing a service within that particular section. At no time will the contractor drive more than a one (1) mile distance on a restricted road. A map is included as part of this ITB.

For additional details, contractors can check our Map Gallery at:
https://cityofnovi.org/community/map-gallery/

CITY OF NOVI INSURANCE REQUIREMENTS

ATTACHMENT A

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:

   a. **Worker's Compensation insurance** with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **$100,000** (One Hundred Thousand Dollars) each accident.

   b. **Commercial General Liability Insurance –** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **$1,000,000** (One Million Dollars) per occurrence combined single limit.

   c. **Automobile Liability insurance** covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **$1,000,000** (One Million Dollars) each person and **$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **$1,000,000** (One Million Dollars) each occurrence.

2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.

3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self- insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City.

4. The Contractor shall be responsible for payment of all deductibles contained in

any insurance required hereunder.

5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

6. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.

7. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify, and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:

   a. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents, and contractors.

   b. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.

   c. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.

2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.

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

CONTRACT FOR STREET SWEEPING - MAJOR / MUNICIPAL / LOCAL

THIS CONTRACT FOR SERVICES ("Contract"), shall be considered as made and entered into as of July 1, 2025 ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and _____, whose address is _____, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS: Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete, and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence as of July 1, 2025 and end on December 31, 2025. Upon mutual consent of the Client and the Contractor, the contract may be renewed three (3) additional years in one (1) year increments.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor based on unit pricing for services as specifically set forth in the completed Proposal attached which are part of the attached Schedule A. Such payments are in exchange for and in consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due after receipt of an itemized billing/invoice from Contractor detailing all work which has been performed in connection with the billing and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing. Such payments will be made pursuant to City policy and approval by City Council.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed

above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

A. 1. For cause: If either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.

2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Client up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.

B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.

B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: General Provisions.

A. *Entire Agreement.* This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

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

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

D. *Assignment.* Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

E. *Third Parties.* It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.

F. *Notices.* Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

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

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

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

I. *Jurisdiction and Venue of Contract.* This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

J. *Conflict.* In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

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

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date first listed above.

WITNESS AND DATES OF SIGNATURES:	CITY OF NOVI
_____	_____
	By: Justin Fischer
Date: _____	Its: Mayor
_____	_____
	By: Cortney Hanson
Date: _____	Its: Clerk
WITNESSES AND DATES OF SIGNATURES:	CONTRACTOR
_____	_____
	By:
Date: _____	Its:

CITY OF NOVI CITY COUNCIL
JUNE 23, 2025

SUBJECT: Approval of the First Amendment to Purchase Agreement to extend the selling date to July 15, 2025 of a portion of Parcel 22-23-151-029 to Novi Industrial, LLC for $68,000.

SUBMITTING DEPARTMENT: City Manager

KEY HIGHLIGHTS:

- Temperform, located at 25425 Trans X Road, wishes to install a sand silo/storage tower adjacent to the north end of their building.
- During the initial concept meeting with the applicant, Staff determined that the base of the tower had already been installed, partially on the City's property, and the tower would not be able to be approved as contemplated.
- The applicant asked to purchase a portion of the City's property to facilitate the installation of the tower and has worked with the City Attorney on the necessary documents for the land sale.
- The City Attorney worked with Planning, Assessing, and Parks and Recreation staff to determine a suitable parcel split that will facilitate further development for Temperform, while maintaining access to the City's water tower for service of the cell tower equipment and general maintenance of the water tower.
- On February 10, 2025, City Council approved the Purchase Agreement to sell Novi Industrial, LLC, a Portion of Parcel 22-23-151-029 for $68,000. The purchaser has requested additional time to complete due diligence for the purchase of the property with the intent to close on the property no later than July 15, 2025 (original close date was April 30, 2025).

BACKGROUND INFORMATION:

Novi Industrial, LLC, the owner of the property at 25425 Trans-X Road seeks to purchase an unused portion of the City's Water Tower Park property (Parcel 22-23-151-029) from the City in order to place a sand silo in the area where their tenant, Temperform, has placed a concrete pad under the belief that it was part of the leased parcel. The property in question is the southeast part of the City's Water Tower Park, located at the southeast corner of Novi Road and Trans-X Road. The 0.783 acre-area that is proposed to be purchased does not include the developed portions of the Water Tower Park or the water tower itself. If transferred from the City to Novi Industrial, LLC, access from Trans-X Road to the water tower must be maintained at all times for the City and its agents to obtain access to the Water Tower and improvements in that vicinity.

After meeting with the City and investigating options for relocating the tower to a location on the Temperform/Novi Industrial, LLC site, Temperform determined that

placement on the current Temperform site would require variances from the Zoning Board of Appeals. Temperform indicates that even with variances, however, the tower will not fit properly on its own site. So, it has requested that the City sell a portion of the site to it. Temperform has obtained an appraisal of the portion of the City-owned property, a portion of which is attached. The appraised value of the portion Temperform wants to purchase is $68,000. The Appraisal was conducted by RS Thomas & Associates, an appraisal firm that has been used by the City for various property acquisitions.

City Staff and consultants visited the site to confirm the location of an Ingress/Egress Easement to be retained by the City to access the base of the City's Water Tower. If the Purchase Agreement is approved by City Council, the City will record the attached Declaration of Ingress and Egress and Utility Easement prior to closing on the sale of the property.

Once the property transfer has taken place, the applicant will need to follow the site plan submittal and review process to seek approval of improvements on the site, including the location of the new sand silo that was initially contemplated. The applicant will need to resolve any remaining concerns regarding the installation of the concrete pad over a recorded sewer easement on the property and may need to request a variance for the height and setback of the silo, following review and approval by the Planning Commission. The initial sketch and staff review letters are attached for reference only.

On February 10, 2025, City Council approved the Purchase Agreement to sell Novi Industrial, LLC, a Portion of Parcel 22-23-151-029 for $68,000. The purchaser has requested additional time to complete due diligence for the purchase of the property with the intent to close on the property no later than July 15, 2025 (original close date was April 30, 2025).

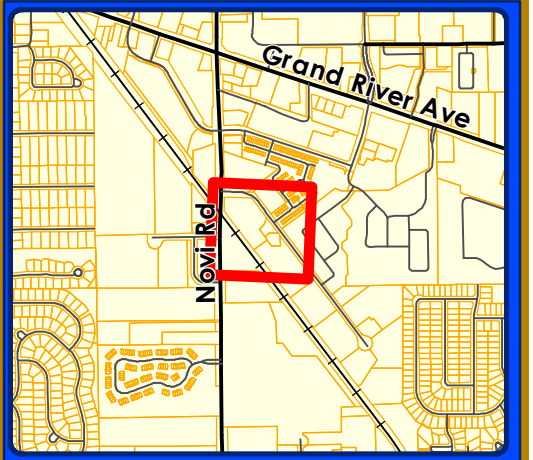
The attached First Amendment to the Purchase Agreement was prepared by the City Attorney's Office.

RECOMMENDED ACTION: Approval of a First Amendment to Purchase Agreement to Sell a Portion of Parcel 22-23-151-029 to Novi Industrial, LLC for $68,000, for the area shown in the attached survey, and to authorize the City Manager to work with the City Attorney's Office to take all actions necessary to complete closing of the sale no later than July 15, 2025, so that the applicant may submit for site plan consideration and approval.

LOCATION MAP

Temperform's Request to Purchase part of Water Tower Park

LOCATION



Legend

- City Property
- Subject Property

City of Novi
Dept. of Community Development
Novi City Hall
45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Map Author: J. Gartha
Date: 10/3/24
Project: Water Tower Park
Version #: 1

Feet
0 30 60 120 180

1 inch = 137 feet

MAP INTERPRETATION NOTICE

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

FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made and effective as of June 23, 2025 (the "Effective Date"), by and between the CITY OF NOVI (the "Seller"), and NOVI INDUSTRIAL LLC, a Michigan limited liability company (collectively, the "Purchaser").

RECITALS

A. The parties entered into a certain Purchase Agreement dated February 5, 2025 (the "Purchase Agreement");

B. The Purchase Agreement was scheduled to Close not later than April 30, 2025;

C. Purchaser has not completed, but is continuing to work on due diligence;

D. The parties hereto desire and agree to extend the closing to occur not later than July 15, 2025; and

E. Capitalized terms used herein but not defined have the meanings given to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein, and other good and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The paragraph entitled Closing of the Agreement is amended as follows:

   The amended closing shall be extended to occur not later than July 15, 2025.

2. Except as expressly modified by this Amendment, all terms, conditions and provisions of the Purchase Agreement shall remain unaltered, and the parties hereby ratify the Purchase Agreement, as amended hereby, and agree that the Purchase Agreement shall remain in full force and effect.

3. This Amendment shall be construed as to both validity and performance and enforced in accordance with and governed by the Laws of the State of Michigan, without regard to any applicable principles of conflicts of law that might require the application of the laws of any other jurisdiction.

4. This Amendment may be executed in two (2) or more counterparts, in each case including by facsimile or portable document format (.pdf), each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

* * * * *

INTENDING TO BE LEGALLY BOUND, the parties have executed this First Amendment to the Purchase Agreement as of the Effective Date.

SELLER:

CITY OF NOVI

By: _____
Name: Justin Fischer
Its: Mayor

By: _____
Name: Cortney Hanson
Its: Clerk

PURCHASER:

NOVI INDUSTRIAL LLC
a Michigan limited liability company

By: _____
Name: Matt Ryan
Its: Manager

[Signature Page to First Amendment to Purchase Agreement]

4844-7176-2604, v. 1

FIRST PURCHASE AGREEMENT
APPROVED FEBRUARY 2025

PURCHASE AGREEMENT

BY SIGNING THIS PURCHASE AGREEMENT (Agreement), **NOVI INDUSTRIAL LLC**, a Michigan limited liability company, whose address is 3410 Belle Chase Way Ste 600., Lansing, MI 48911 (Buyer), and the **CITY OF NOVI**, whose address is 45175 Ten Mile Road, Novi, MI 48375 (Seller), agree to sell and purchase an approximately 0.783 acre portion (the "Property") of the following real estate located in the City of Novi, Oakland County, Michigan, described as follows:

> A Parcel of land being a part of the West ½ of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and being more particularly described as follows:
>
> Commencing at the Northwesterly Corner of said Section 23, thence South 00 degrees 00 minutes 27 seconds West 1654.15 feet (recorded as South 00 degrees 00 minutes 00 seconds East 1653.99 feet); thence South 87 degrees 58 minutes 32 seconds East 60.04 feet to a point on the easterly line of Novi Road, 120 feet wide; thence South 00 degrees 00 minutes 27 seconds West 151.05 feet (recorded as South 00 degrees 00 minutes 00 seconds East 150.95 feet) along said easterly line of Novi Road to its intersection with the northeasterly line of the Chesapeake and Ohio (C & O) Railroad right of way, 100 feet wide; thence South 36 degrees 33 minutes 00 seconds East 384.59 feet along said C & O Railroad right of way to the Point of Beginning of this Parcel; Thence North 54 degrees 08 minutes 30 seconds East 125.50 feet; Thence North 36 degrees 29 minutes 53 seconds West 58.00 feet; Thence North 52 degrees 32 minutes 53 seconds East 195.00 feet to a point on the westerly line of Trans X Road, 60 feet wide; Thence along said Trans X Road South 36 degrees 20 minutes 00 seconds East 6.00 feet; Thence South 19 minutes 07 minutes 05 seconds West 50.75 feet (recorded as South 19 degrees 04 minutes 20 seconds West 50.79 feet); Thence South 25 degrees 00 minutes 22 seconds West 20.03 feet (recorded as South 24 degrees 59 minutes 40 seconds West 20.00 feet); Thence South 32 degrees 47 minutes 58 seconds West 22.01 feet (recorded as South 32 degrees 48 minutes 00 seconds West 22.00 feet); Thence South 44 degrees 33 minutes 05 seconds West 62.31 feet (recorded as South 44 degrees 29 minutes 00 seconds West 62.32 feet); Thence South 36 degrees 33 minutes 00 seconds East 141.40 feet (recorded as 141.20 feet); Thence South 54 degrees 08 minutes 30 seconds West 178.84 feet (178.86 feet recorded), to a point on the easterly line of said C & O Railroad right of way; Thence along said C & O Railroad right of way North 36 degrees 33 minutes 00 seconds West 141.25 feet to the Point of Beginning of this Parcel.

commonly known as 25460 Trans-X Drive, Novi, MI 48376 (the "Seller Parcel"), together with all improvements and appurtenances, with Buyer to pay Sixty-Eight Thousand Dollar ($68,000.00) (the Purchase Price), subject to closing credits and debits and subject to the existing building and use restrictions and easements of record, and zoning ordinances, if any, on the following conditions, subject to reservation of a permanent access easement as set forth in the Declaration of Easement For Ingress and Egress and Utilities, attached in Exhibit A.

CASH SALE

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

EVIDENCE OF TITLE

As evidence of title, Buyer shall obtain, at Buyer's cost, within ninety (90) days after the Effective Date (as defined below), a commitment to issue ("Title Commitment") an ALTA owner's policy of title insurance in the amount of the Purchase Price ("Title Policy") issued by Title Company, and legible and complete copies of all documents raised in the Title Commitment (collectively, "Schedule B Documents"). The final Title Policy shall show title to the Property as of the date of Closing to be subject only to the Permitted Exceptions, as defined below.

Within sixty (60) days after the Effective Date, Buyer shall obtain, at Buyer's cost, an ALTA survey of the Property ("Survey") prepared by a registered and licensed Michigan surveyor and in a form acceptable for recording with Oakland County, Michigan Register of Deeds to divide the Property from Seller's Parcel.

TITLE OBJECTIONS

For purposes of this Agreement, marketable title shall mean fee simple title free and clear of any and all liens and encumbrances whatsoever, excepting only recorded and enforceable building and use restrictions, public utility easements of record, and zoning ordinances, which shall not constitute title defects or render the title to the Property unmarketable, provided, however, that Buyer, at Buyer's sole option, may elect to accept title in whatever condition it may be in, notwithstanding such condition would not meet the above definition of "marketable title" and, in such event, marketable title shall mean the condition of title which Buyer has elected to accept. If objection to the title is made in the commitment for title insurance or based on a written opinion of Buyer's attorney that the title is not in the condition required for performance of this Agreement, Seller, at Seller's sole option, shall have thirty (30) days from the date Seller is notified in writing of the particular defects claimed, either (1) to fulfill the requirements in the commitment or to remedy the title defects set forth in Buyer's attorney's opinion or (2) to refund the deposit in full termination of this Agreement. If Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment, or endorsement to commitment, Buyer agrees to complete the sale within fourteen (14) days of receipt of a revised commitment or endorsement to commitment, subject to any other contingency contained in this Agreement. If, after reasonable efforts, Seller is unable to furnish satisfactory title within the time specified, the deposit shall be immediately refunded to Buyer in full termination of this Agreement, unless Buyer elects to proceed with the sale accepting such title as Seller is able to convey.

EARNEST MONEY DEPOSIT

On the Effective Date (as defined below) of this Agreement, Buyer shall make an earnest

money deposit of Five Thousand Dollars ($5,000.00) which shall be held by the Title Company and which shall be applied toward the Purchase Price at closing if the sale is consummated.

TAXES AND PRORATED ITEMS

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

CLOSING

Closing shall take place at the office of the Title Company or at the Seller's offices. If the closing takes place anywhere other than at the office of the Title Company, Buyer shall arrange for a Title Company representative with authority to update and mark up the commitment for title insurance as required under this Agreement to be present at the closing. If title can be conveyed in the condition required under this Agreement and all contingencies have been satisfied or waived, closing shall take place on a date and time as is mutually agreeable to the parties and as dictated by the ability and availability of Buyer's lender, if any, to close, provided, however, that closing shall occur not later than September 30, 2024. Buyer shall provide a complete package of every document (other than loan documents) to be executed by Seller to Seller's attorney at least 48 hours before closing.

PAYMENT OF FEES, CLOSING COSTS, ETC.

Buyer shall pay all closing fees and all costs associated with recording the required Deed and any loan documents. The parties agree that the Title Company shall prepare the required Deed and closing documents necessary to complete this transaction, that the Title Company shall conduct the closing, and that the cost of same, together with any settlement, document preparation, or disbursement fee, shall be borne by Buyer. Buyer shall also pay the required transfer tax, the cost of an owner's commitment and policy of title insurance, and recording fees relative to the discharge of Seller's mortgage, if any. At closing, the parties shall execute closing statements prepared by the Title Company and all income or other tax reporting documents as required by the Title Company. Buyer shall pay at closing $1000.00 toward the cost of preparation and review of this Agreement and any closing documents by Seller's attorney.

BUYER'S CONTINGENCIES

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

Survey. At Buyer's sole option and expense, Buyer obtaining a survey (of any type, e.g., mortgage report, ALTA/ASCM survey with any Table A options Buyer desires) of the Property within sixty (60) days after the Effective Date (as defined below). If Buyer is not satisfied with the results of the survey for any reason related to title, marketability, or Buyer's use of the Property, or if, for any reason, the survey is insufficient to cause the survey exception to be deleted from the standard exceptions to the policy of title insurance, Buyer shall so notify Seller in writing within seven (7) business days after the expiration of the sixty (60) day survey period. On receipt of written notice of same, Seller shall immediately refund to Buyer all sums deposited by Buyer and this Agreement shall be terminated and of no further force and effect. If no written objection is made by Buyer within the stated period, this survey contingency shall be deemed to be waived by Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

Environmental Contamination. Seller has advised Buyer and Buyer acknowledges that parts of the Seller Parcel appears to and likely contains hazardous materials in excess of the residential clean-up criteria and the Property is therefore a "facility" under applicable Environmental Protection Laws. Seller, in connection with its acquisition of the Seller Parcel, had a Baseline Environmental Assessment ("BEA") undertaken at Seller's expense. A copy of the Seller's BEA has been provided to Buyer, as have the related Phase I and Phase II Environmental Site Assessments. Seller makes no other representations with regard to the environmental condition of the Property, and expressly disclaims any warranties, covenants, or guarantees, whether express or implied, regarding the environmental condition of the Property. Buyer's obligation to purchase any or all of the Property is subject to and contingent upon Buyer's satisfaction that the Property can be feasibly and economically used for the intended uses with any environmental remediation deemed necessary by Buyer, in its sole and absolute discretion.

Access. Seller agrees to grant access to the Property to Buyer and its agents, employees, licensees, contractors, architects, engineers, and authorized representatives at all reasonable times prior to Closing for the purpose of conducting Buyer's tests, studies and investigations authorized under this Agreement.

(1) **Disclaimer and Release**. The Closing of the transaction contemplated by this Agreement shall constitute Buyer's acceptance of the Property in its present environmental condition and physical condition on an "as is," "where is," and "with all faults and defects" basis, regardless of how such faults and defects were caused or created (by the negligence, actions, omissions, or fault of Seller or otherwise), and Buyer acknowledges that without this acceptance, this sale by Seller would not be made, and the Seller shall not be under any obligation whatsoever to undertake any improvement, repair, modification, alteration, remediation, or other work of any kind regarding any of the Property.

Seller is expressly released by Buyer and its successors and assigns from any and all responsibilities, liabilities, obligations, and claims of Buyer known and unknown, whether based on negligence, strict liability, or otherwise, arising under Environmental Protection Laws, common law, or any other legal requirement, including any obligations to take the Property back or reduce the purchase price and any actions for contribution, indemnity, or to improve, repair, or otherwise modify the physical condition of the Property, that Buyer or its successors or assigns may have against Seller, based in whole or in part on the presence of hazardous materials or other environmental contamination on, at, under, or emanating from the Property or arising from the Environmental Condition or physical condition of the Property, regardless of how caused or created (by the negligence, actions, omissions, or fault of Seller, pursuant to any statutory scheme of strict liability, or otherwise). Buyer further acknowledges that the provisions of this disclaimer have been fully explained to Buyer and that it fully understands and accepts the same as a condition to proceeding with this transaction. Buyer acknowledges that Seller's employees, agents, or representatives have not made any statements or representations contrary to the provisions of this section. In entering into and performing this Agreement, Buyer has relied, and will rely, solely on its independent investigation of and judgment regarding the Property and its value.

(2) **Indemnification of Seller by Buyer**. From and after Closing, to the fullest extent permitted by law, Buyer agrees to indemnify and hold harmless Seller and its elected and appointed officials, employees, and agents from and against any and all losses, liabilities, claims, strict liability claims, lawsuits, fines, penalties, judgments, expenses (including, but not limited to, reasonable attorney fees), environmental abatement, investigation, remediation and cleanup costs, and damages in connection with personal injuries, death, or damage to property or the environment (a) relating or pertaining to any Environmental Condition in, on, or emanating from the Property, or any Environmental Claim, regardless of whether such Environmental Condition or Environmental Claim arises or is asserted pre-closing or post-closing, and/or (b) arising after Closing from Buyer's possession, use, or operation of the Property, regardless of whether such injuries/death/damage are caused by or arise from a third party's negligence, actions, or omissions.

For purposes of this Agreement, the following terms shall be defined as follows:

(i) "Environmental Condition" means any condition or conditions affecting or relating to the air, soil, groundwater, or surface water at or about the Property and any failure to comply with governmental requirements, including Environmental Protection Laws, relating to such condition or conditions, which could or does require remediation, including abatement, investigation, containment, or removal and/or which could result in Environmental Claim(s).

(ii) "Environmental Claim(s)" means all claims, causes of action, liabilities, damages, losses, costs, or expenses (including reasonable attorney and environmental consultant fees) relating to the prevention, abatement, investigation, remediation, release, or elimination of pollution or contamination, the violation of Environmental Protection Laws, or the application of Environmental Protection Laws pertaining to the condition of the Property and the migration of existing pollution onto or under other property. Environmental Claim(s) includes claims arising from application of Environmental Protection Laws to the condition of the Property, as well as

any and all claims by third parties and by governmental or quasigovernmental entities no matter how such claims arise.

(iii) "Environmental Protection Laws" mean any and all current or future laws, statutes, rules, regulations, and judicial interpretations of the United States, of any state or local government, or of any other governmental or quasigovernmental authority having jurisdiction that relate to the prevention, abatement, investigation, remediation, or elimination of pollution and/or protection of the environment, including but not limited to those federal statutes commonly known as the Solid Waste Disposal Act of 1970, as amended; the Resource Conservation and Recovery Act of 1976, as amended; the Clean Water Act, as amended; the Clean Air Act, as amended; the Safe Drinking Water Act, as amended; the Migratory Bird Treaty Act, as amended; the Toxic Substances Control Act, as amended; and the Hazardous Materials Transportation Act, as amended; together with any and all other applicable federal, state, and local statutes, laws, rules, and regulations serving any similar or related purpose**.**

Suitability for purpose. Buyer's receipt, at Buyer's sole option and expense, within sixty (60) days after receipt of an accepted copy of this Purchase Agreement from Seller, of satisfactory soil borings and other tests, information, and reports of consultants indicating that the Property is, in the Buyer's sole opinion, suitable for the Buyer's intended use of and improvements to the Property. If Buyer, in Buyer's sole discretion, is not satisfied with the results of such inspections, borings, tests, reports, or other information for any reason, Buyer shall so notify Seller in writing within fourteen (14) days after the expiration of the sixty (60) day inspection period. In the event that such inspections, borings, tests, reports, or other information are not satisfactory to Buyer, upon written notice of same to Seller, Buyer shall be immediately refunded all sums deposited by Buyer hereunder and this Agreement shall be terminated and of no further force and effect. If no written objection is made by the Buyer within the stated period, this contingency shall be deemed to be waived by the Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

Seller shall not be liable for any damage, loss, or injury caused by or resulting from any action or nonaction of Buyer due to its inspection of the Property. Buyer shall indemnify and hold Seller harmless from any damage, loss, or injury, including, without limitation, costs and expenses of investigating, defending, and settling or litigating any claim, including reasonable attorney fees, arising out of Buyer's (or Buyer's representatives, agents, employees, associates, and divisions) presence on the Property before the closing date. On completion of all inspections and evaluations by Buyer, Buyer shall return the Property to its prior condition if the closing on this Property does not take place for any reason and will provide Seller with copies of any documentation relating to the results of Buyer's inspection of the Property.

SELLER'S REPRESENTATIONS

Buyer acknowledges that Seller has never lived at or on the Property and has no personal knowledge as to the condition or status of the Property.

Seller represents to Buyer as follows:

To the best of Seller's knowledge, there is no pending litigation affecting all or any part of the Property, or Seller's interest in it.
Seller will transfer all division rights available to Buyer with the Deed.

POSSESSION/RIGHT OF OCCUPANCY

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

LEGAL DESCRIPTION

Buyer and Seller acknowledge and agree that the legal description for the Property attached hereto is a close approximation, and that the final legal description in the Warranty Deed shall be that as set forth in the commitment for title insurance to be obtained by Buyer pursuant to the Agreement.

BROKER

The services of a Broker have not been retained in this transaction. Seller shall have no responsibility, liability, or obligation with regard to the payment of a commission or other compensation to a Broker.

EXPIRATION

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

TIME IS OF THE ESSENCE

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

RISK OF LOSS

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

DUE ON SALE

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

BUYER'S DEFAULT

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

SELLER'S DEFAULT

In the event of material default by Seller under this Agreement, buyer will be entitled to an immediate refund of the entire deposit in full termination of this Agreement plus reimbursement of Buyer's expenses incurred in obtaining a title insurance commitment as its sole remedy.

CHOICE OF LAW

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

LEGAL DOCUMENT; INTERPRETATION

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

NOTICES

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

If not emailed, notice shall be deemed to have been given on the earlier of (a) the date of personal delivery, (c) the date when received, or (c) one (1) day after mailing if mailed in the State of Michigan.

GRAMMAR AND HEADINGS

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

BINDING EFFECT

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

DATE OF EXECUTION

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

ENTIRE AGREEMENT/WRITTEN AGREEMENTS ONLY

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

COUNTERPARTS

Execution and delivery of this Agreement by exchange of electronically scanned and emailed copies bearing the manual signature or electronic signature of a party shall constitute a valid and binding signature. Delivery of this Agreement may be by electronic means such as e-mail or pdf which shall have the same effect as if delivered with original signatures.

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

NOVI INDUSTRIAL LLC, a Michigan limited liability company

_____
By:
Its:
Dated: _____, 2025

CITY OF NOVI

_____
By: Justin Fisher
Its: Mayor
Dated: _____, 2025

_____
By: Cortney Hanson
Its: Clerk
Dated: _____, 2025

DECLARATION OF EASEMENT FOR
INGRESS AND EGRESS

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2025 FEB 28 AM 11:43

023592 Liber 60028 Page 602 UCC #
3/4/2025 9:26:24 AM Receipt #000434670
$25.00 Misc Recording
$0.00 Remonumentation
$5.00 Automation
$0.0 Transfer Tax
PAID RECORDED – Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

DECLARATION OF EASEMENT FOR INGRESS AND EGRESS AND UTILITIES

THIS DECLARATION OF EASEMENT made this 10th day of February, 2025, by the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter referred to as "City"), being owner of Parcel A described in the attached and incorporated, Exhibit A, (hereinafter referred to as the "Water Tower Property").

RECITALS:

A. The City owns the Water Tower Property, described on the attached and incorporated Exhibit A.
B. Novi Industrial has requested to purchase a portion of the Water Tower Property to install a sand silo necessary to operate its business on adjacent property. The portion of the Water Tower Property that Novi Industrial has proposed to purchase is described on the attached and incorporated Exhibit B, and will be (hereinafter referred to as the "Silo Property"). The City currently owns the Silo Property.
C. Additionally, a portion of Novi Industrial's driveway and parking lot is on the Silo Property, and will be included in the sale of the Silo Property to Novi Industrial.
D. The City requires permanent access over, across, and through the driveway and parking lot on the Silo Property to access, operate, maintain repair and replace its Water Tower.
E. Additionally, the City has entered into a cell tower lease for facilities constructed on or near the base of its water tower to be owned, operated and maintained by a third party wireless service provider.
F. The third party wireless service provider will require access over, across and through the Silo Property to access, operate, maintain, repair and replace its wireless facilities.
G. The City hereby reserves an access easement, across, under and through the driveway and parking lot area of the Silo Property as shown on the attached and incorporated Exhibit C (the "Access Easement"), subject to the terms and conditions set forth in this Declaration.

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E

The terms of this Declaration are as follows:

1. **Grant**. The City in consideration of One ($1.00) does hereby reserve and grant, on behalf of itself, it heirs, successors, assigns and transferees, a private, non-

OK LB

exclusive, perpetual easement for purposes of providing vehicular ingress, egress, circulation and utilities over and through the Ingress/Egress Easement Area on Parcel B for the benefit of Parcel A, which easement is described and depicted, as stated in the attached and incorporated Exhibit C (hereinafter referred to as the "Easement Area").This Easement Area is for the benefit of the Water Tower Property described in the attached and incorporated Exhibit A (hereinafter referred to as the "Benefitting Property"), and all heirs, successors, assigns and transferees of the Benefitting Property and the City of Novi (hereinafter known as the "Beneficiaries").

2. **Interest in realty.** This Agreement is made to establish certain easements, covenants, conditions, and restrictions, to run with the land, be an interest in realty, and be binding on and inure to the benefit of, and burden, the owners and occupiers of the Silo Property and the Water Tower Property and its respective transferees, successors, and assigns.

3. **Cross-easement for utilities, drives and roadways.** The City declares and establishes the following easements in the location shown on the attached and incorporated Exhibit B:

a) A perpetual nonexclusive easement for the passage and ingress and egress of motor vehicles and non-motorized vehicles, over, across, and through the Silo Property, and of pedestrians on all the driveways, parking areas, and sidewalks constructed within the Easement Area. This Easement shall be for the benefit and use of the City, utility providers as authorized by the City, and their successors, assigns and transferees.

b) A perpetual nonexclusive easement for utilities as authorized by the City, over, across, and through the Silo Property.

4. **Insurance.** The City and Novi Industrial, its successors, assigns and transferees, shall maintain liability insurance as part of its owner's policy for its property to cover any liabilities that arise as a result of the use of the Easement Area by either party.

5. **Construction.** All construction, maintenance, repair or replacement of the driveways, parking lot or any other improvement within the Easement Area on the Silo Property shall be done in a manner to avoid unreasonable interference with the use of the Easement Area. All construction activities shall be in compliance with all applicable laws, rules, regulations, orders, and ordinances of the city, county, state, and federal government and any department or agency of

those entities having jurisdiction. Any and all proposed changes to the layout of the driveway or parking lot areas within the Easement Area shall require review and approval by the City, in accordance with the Site Plan and Development Manual and applicable City Ordinances, including all timing requirements, to ensure that continuous access to the City's water tower and any authorized utility installations is maintained. All storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the Silo Property outside of the Easement Area and all laborers, suppliers, contractors, and others connected with the construction activities shall park their vehicles outside of the Easement Area if not within a designated parking spot in the parking lot.

6. **Maintenance.** The Easement Area shall be maintained by Novi Industrial and its successors, assigns or transferees in perpetuity so that it continues to function as intended. Novi Industrial and its successors, assigns and transferees shall also be responsible for the maintenance, repair, and replacement of all underground utility lines, driveways, access roads, and sidewalks on the Silo Property and shall be responsible for scheduling all maintenance and repair such as road sweeping, repair of cracks or potholes, replacement of the road or driveway surface, and snowplowing, at its own expense. Novi Industrial or its successors, assigns and transferees shall provide at least 60-days prior written notice to the City in the event of maintenance or repair, except with respect to an emergency repair.

7. **Enforcement**. In the event that there are any violations in the terms of this Declaration, and/or in the event of a failure to preserve and/or maintain the Easement Area or improvements within the Easement Area, in reasonable order and condition, the City may serve written notice upon Novi Industrial or the then current owner of the Silo Property setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing the owner of the parcel an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Silo Property and Easement Area, or cause its agents or contractors to enter the Silo Property and Easement Area and perform such obligation or take such corrective

measures as reasonably found by the City to be appropriate or necessary with respect to Easement Area as described and depicted in Exhibit B, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by UPH within thirty (30) days of a billing to the owner of the Silo Property All unpaid amounts may be placed on the delinquent tax roll of the City as to the owner of the Silo Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the owner of the Silo Property, and, in such event, the owner of the Silo Property shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

8. **Indemnification.** Novi Industrial and its successors, assigns and transferees agrees to indemnify and hold the City harmless from any and all claims, debts, causes of actions, or judgments for any damage to any property or injury to any person that may arise out of any of Novi Industrial's members or managers' actions within, use of, or around the Easement, by themselves, their agents, employees, representatives, and contractors. This provision shall survive the termination of this Agreement.

9. **Notice.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission that provides evidence of receipt and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement.

10. **Severability.** If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11. **Jurisdiction and venue.** Any disputes under this conveyance shall be subject to the laws of the state of Michigan and venue for any disputes shall lie in Oakland County, Michigan.

12. **Exhibits.** The following exhibits are attached to and are a part of this Agreement:

a) Exhibit A—The Water Tower Property

b) Exhibit B—Silo Property

c) Exhibit C—Easement Area

Effective date. The Declaration shall be effective as of the day and year first above written and sale of the Silo Property shall be subject to this Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has affixed his signature this day of 10, February A.D., 2025.

DECLARANT:
CITY OF NOVI, a Michigan municipal corporation

By: _____
Its: **Justin Paul Fischer, Mayor**

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 10th day of February, A.D., 2025 before me, personally appeared the above named Justin Paul Fischer, the Mayor of City of Novi, a Michigan Municipal corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

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

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

Alyssa M. Craigie
Notary Public
Acting in Oakland County, MI
My commission expires: 9/23/29

THIS INSTRUMENT DRAFTED BY: ELIZABETH KUDLA SAARELA ROSATI, SCHULTZ, JOPPICH, & AMTSBEUCHLER P.C. 27555 EXECUTIVE DRIVE, SUITE 250 FARMINGTON HILLS, MI 48331-5627 Tax Identification Number: _____	WHEN RECORDED, RETURN COPY TO: CORTNEY HANSON, CLERK CITY OF NOVI 45175 TEN MILE RD NOVI, MI 48334

EXHIBIT A

T1N, R8E, SEC 23 PART OF NW 1/4 BEG AT PT DIST S 1653.99 FT & S 87-58-32 E 60.04 FT FROM NW SEC COR, TH S 87-58-32 E 296.24 FT, TH S 36-20-00 E 267.70 FT, TH S 19-04-20 W 50.79 FT, TH S 24-59-40 W 20 FT, TH S 32-48-00 W 22 FT, TH S 44-28-00 W 62.32 FT, TH S 36-33-00 E 141.20 FT, TH S 54-08-00 W 178.86 FT, TH N 36-33-00 W 525.91 FT, TH N 150.95 FT TO BEG 3.64 A

22-23-151-029

EXHIBIT B

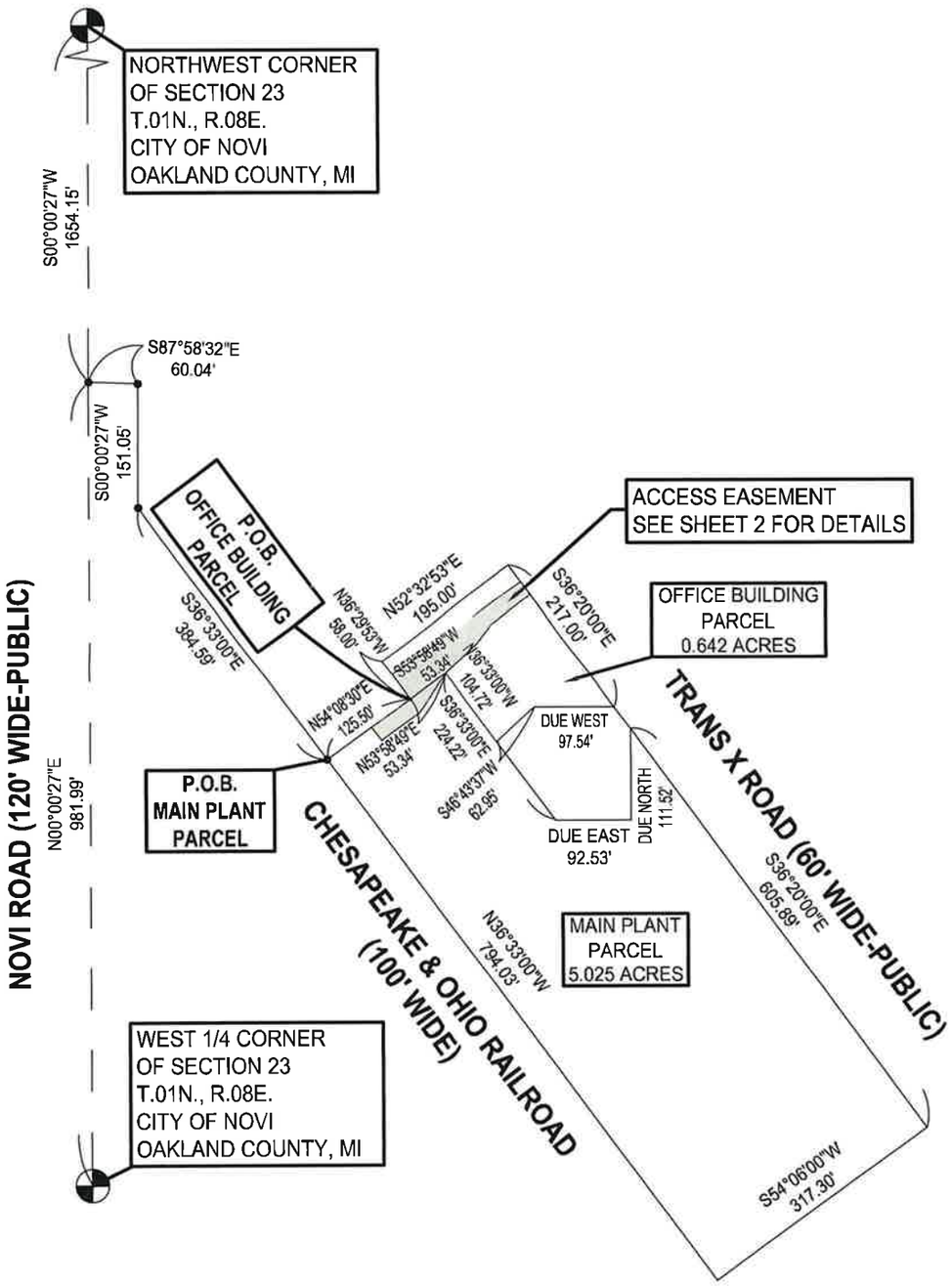
A Parcel of land being a part of the West ½ of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and being more particularly described as follows:

Commencing at the Northwesterly Corner of said Section 23, thence South 00 degrees 00 minutes 27 seconds West 1654.15 feet (recorded as South 00 degrees 00 minutes 00 seconds East 1653.99 feet); thence South 87 degrees 58 minutes 32 seconds East 60.04 feet to a point on the easterly line of Novi Road, 120 feet wide; thence South 00 degrees 00 minutes 27 seconds West 151.05 feet (recorded as South 00 degrees 00 minutes 00 seconds East 150.95 feet) along said easterly line of Novi Road to its intersection with the northeasterly line of the Chesapeake and Ohio (C & O) Railroad right of way, 100 feet wide; thence South 36 degrees 33 minutes 00 seconds East 384.59 feet along said C & O Railroad right of way to the Point of Beginning of this Parcel; Thence North 54 degrees 08 minutes 30 seconds East 125.50 feet; Thence North 36 degrees 29 minutes 53 seconds West 58.00 feet; Thence North 52 degrees 32 minutes 53 seconds East 195.00 feet to a point on the westerly line of Trans X Road, 60 feet wide; Thence along said Trans X Road South 36 degrees 20 minutes 00 seconds East 6.00 feet; Thence South 19 minutes 07 minutes 05 seconds West 50.75 feet (recorded as South 19 degrees 04 minutes 20 seconds West 50.79 feet); Thence South 25 degrees 00 minutes 22 seconds West 20.03 feet (recorded as South 24 degrees 59 minutes 40 seconds West 20.00 feet); Thence South 32 degrees 47 minutes 58 seconds West 22.01 feet (recorded as South 32 degrees 48 minutes 00 seconds West 22.00 feet); Thence South 44 degrees 33 minutes 05 seconds West 62.31 feet (recorded as South 44 degrees 29 minutes 00 seconds West 62.32 feet); Thence South 36 degrees 33 minutes 00 seconds East 141.40 feet (recorded as 141.20 feet); Thence South 54 degrees 08 minutes 30 seconds West 178.84 feet (178.86 feet recorded), to a point on the easterly line of said C & O Railroad right of way; Thence along said C & O Railroad right of way North 36 degrees 33 minutes 00 seconds West 141.25 feet to the Point of Beginning of this Parcel. Said Parcel containing 0.786 acres, more or less.

22-23-151-029 pt

EXHIBIT C

EXHIBIT 'C'
ACCESS EASEMENT



REFERENCE DOCUMENT

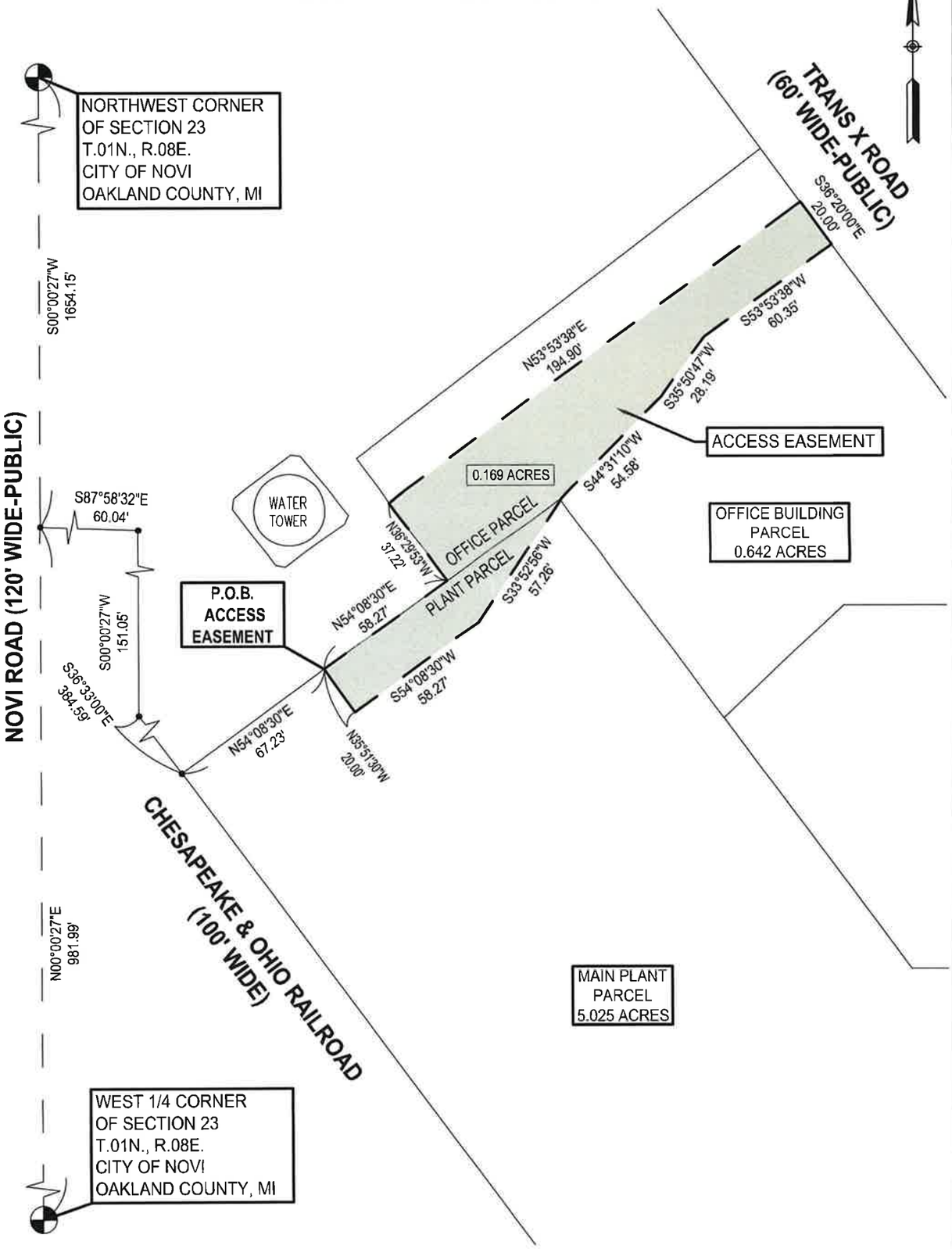
EASEMENT IS BASED ON SURVEY BY GEORGE JEROME & CO.,
JOB No. 26-598, DATED 10-16-2024.

SPALDING DeDECKER
Engineers | Surveyors
905 South Blvd. East
Rochester Hills, MI 48307
Phone: (248) 844-5400
Fax: (248) 844-5440
www.sda-eng.com

DRAWN: S.BROWN	DATE: 11-26-24
CHECKED: K.SIROIS	DATE: 11-26-24
MANAGER: M.DeDECKER	SCALE: 1" = 200'
JOB No. NV17-018	SHEET: 1 OF 3
SECTION 23 TOWN 01 NORTH RANGE 08 EAST	
CITY OF NOVI	OAKLAND COUNTY, MI

Plotted: Nov 26, 2024, 11:48 AM by user: 510 – Saved: 11/26/2024 by user: 510
J:\NV\Design\NV17018-Former Rainbow Coatings Parcel ALTA\DWG\NV17018EAS-0A.dwg

EXHIBIT 'C'
ACCESS EASEMENT



REFERENCE DOCUMENT

EASEMENT IS BASED ON SURVEY BY GEORGE JEROME & CO.,
JOB No. 26-598, DATED 10-16-2024.

SPALDING DEDECKER
Engineers | Surveyors
905 South Blvd. East
Rochester Hills, MI 48307
Phone: (248) 844-5400
Fax: (248) 844-5440
www.sda-eng.com

DRAWN: S.BROWN	DATE: 11-26-24
CHECKED: K.SIROIS	DATE: 11-26-24
MANAGER: M.DeDECKER	SCALE: 1" = 50'
JOB No. NV17-018	SHEET: 2 OF 3
SECTION 23 TOWN 01 NORTH RANGE 08 EAST	
CITY OF NOVI	OAKLAND COUNTY, MI

Plotted: Nov 26, 2024, 11:49 AM by user: 510 - Saved: 11/26/2024 by user: 510
J:\NV\Design\NV17018-Former Rainbow Coatings Parcel ALTA\DWG\NV17018EAS-02.dwg

FURNISHED LEGAL DESCRIPTIONS

RESULTING MAIN PLANT PARCEL

A PARCEL OF LAND BEING A PART OF THE WEST ½ OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID SECTION 23, THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 1654.15 FEET (RECORDED AS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 1653.99 FEET); THENCE SOUTH 87 DEGREES 58 MINUTES 32 SECONDS EAST 60.04 FEET TO A POINT ON THE EASTERLY LINE OF NOVI ROAD, 120 FEET WIDE; THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 151.05 FEET (RECORDED AS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 150.95 FEET) ALONG SAID EASTERLY LINE OF NOVI ROAD TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF THE CHESAPEAKE AND OHIO (C & O) RAILROAD RIGHT OF WAY, 100 FEET WIDE; THENCE SOUTH 36 DEGREES 33 MINUTES 00 SECONDS EAST 384.59 FEET ALONG SAID C & O RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING OF THIS PARCEL;

THENCE NORTH 54 DEGREES 08 MINUTES 30 SECONDS EAST 125.50 FEET; THENCE NORTH 53 DEGREES 58 MINUTES 49 SECONDS EAST 53.34 FEET; THENCE SOUTH 36 DEGREES 33 MINUTES 00 SECONDS EAST 224.22 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 92.53 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 111.52 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TRANS X ROAD, 60 FEET WIDE; THENCE ALONG SAID SOUTHWESTERLY LINE OF TRANS X ROAD, SOUTH 36 MINUTES 20 MINUTES 00 SECONDS EAST 605.89 FEET; THENCE SOUTH 54 DEGREES 06 MINUTES 00 SECONDS WEST 317.30 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID C & O RAILROAD RIGHT OF WAY, 100 FEET WIDE; THENCE ALONG SAID C & O RAILROAD RIGHT OF WAY, NORTH 36 DEGREES 33 MINUTES 00 SECONDS WEST 794.03 FEET TO THE POINT OF BEGINNING OF THIS PARCEL.

SAID PARCEL CONTAINING 5.025 ACRES, MORE OR LESS. 22-23-151-029 pt
22-23-151-032

RESULTING OFFICE BUILDING PARCEL

A PARCEL OF LAND BEING A PART OF THE WEST ½ OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, AND

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID SECTION 23, THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 1654.15 FEET (RECORDED AS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 1653.99 FEET); THENCE SOUTH 87 DEGREES 58 MINUTES 32 SECONDS EAST 60.04 FEET TO A POINT ON THE EASTERLY LINE OF NOVI ROAD, 120 FEET WIDE; THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 151.05 FEET (RECORDED AS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 150.95 FEET) ALONG SAID EASTERLY LINE OF NOVI ROAD TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF THE CHESAPEAKE AND OHIO (C & O) RAILROAD RIGHT OF WAY, 100 FEET WIDE; THENCE SOUTH 36 DEGREES 33 MINUTES 00 SECONDS EAST 384.59 FEET ALONG SAID C & O RAILROAD RIGHT OF WAY; THENCE NORTH 54 DEGREES 08 MINUTES 30 SECONDS EAST 125.50 FEET TO THE POINT OF BEGINNING OF THIS PARCEL;

THENCE NORTH 36 DEGREES 29 MINUTES 53 SECONDS WEST 58.00 FEET; THENCE NORTH 52 DEGREES 32 MINUTES 53 SECONDS EAST 195.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TRANS X ROAD, 60 FEET WIDE; THENCE ALONG SAID SOUTHWESTERLY LINE OF TRANS X ROAD, SOUTH 36 MINUTES 20 MINUTES 00 SECONDS EAST 217.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 97.54 FEET; THENCE SOUTH 46 DEGREES 43 MINUTES 37 SECONDS WEST 62.95 FEET; THENCE NORTH 36 DEGREES 33 MINUTES 00 SECONDS WEST 104.72 FEET; THENCE SOUTH 53 DEGREES 58 MINUTES 49 SECONDS WEST 53.34 FEET TO THE POINT OF BEGINNING OF THIS PARCEL.

SAID PARCEL CONTAINING 0.642 ACRES, MORE OR LESS. 22-23-151-029pt NW¼
22-23-151-024pt NW¼ & Lot 346 Novi manor

PROPOSED ACCESS EASEMENT

A PARCEL OF LAND BEING A PART OF THE WEST 1/2 OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID SECTION 23, THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 1654.15 FEET; THENCE SOUTH 87 DEGREES 58 MINUTES 32 SECONDS EAST 60.04 FEET TO A POINT ON THE EASTERLY LINE OF NOVI ROAD, 120 FEET WIDE; THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 151.05 FEET ALONG SAID EASTERLY LINE OF NOVI ROAD TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF THE CHESAPEAKE AND OHIO (C & O) RAILROAD RIGHT OF WAY, 100 FEET WIDE; THENCE SOUTH 36 DEGREES 33 MINUTES 00 SECONDS EAST 384.59 FEET ALONG SAID C & O RAILROAD RIGHT OF WAY; THENCE NORTH 54 DEGREES 08 MINUTES 30 SECONDS EAST 67.23 FEET TO THE POINT OF BEGINNING OF THIS ACCESS EASEMENT;

THENCE NORTH 54 DEGREES 08 MINUTES 30 SECONDS EAST 58.27 FEET; THENCE NORTH 36 DEGREES 29 MINUTES 53 SECONDS WEST 37.22 FEET; THENCE NORTH 53 DEGREES 53 MINUTES 38 SECONDS EAST 194.90 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TRANS X ROAD, 60 FEET WIDE; THENCE ALONG SAID SOUTHWESTERLY LINE OF TRANS X ROAD, SOUTH 36 MINUTES 20 MINUTES 00 SECONDS EAST 20.00 FEET; THENCE SOUTH 53 DEGREES 53 MINUTES 38 SECONDS WEST 60.35 FEET; THENCE SOUTH 35 DEGREES 50 MINUTES 47 SECONDS WEST 28.19 FEET; THENCE SOUTH 44 DEGREES 31 MINUTES 10 SECONDS WEST 54.58 FEET; THENCE SOUTH 33 DEGREES 52 MINUTES 56 SECONDS WEST 57.26 FEET; THENCE SOUTH 54 DEGREES 08 MINUTES 30 SECONDS WEST 58.27 FEET; THENCE NORTH 35 DEGREES 51 MINUTES 30 SECONDS WEST 20.00 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT. 22-23-151-029pt NW ¼

SAID EASEMENT CONTAINING 0.169 ACRES, MORE OR LESS. 22-23-151-024 pt NW ¼

SPALDING DEDECKER
Engineers | Surveyors
905 South Blvd. East
Rochester Hills, MI 48307
Phone: (248) 844-5400
Fax: (248) 844-5440
www.sda-eng.com

DRAWN: S.BROWN	DATE: 11-26-24
CHECKED: K.SIROIS	DATE: 11-26-24
MANAGER: M.DeDECKER	SCALE: N / A
JOB No. NV17-018	SHEET: 3 OF 3
SECTION 23 TOWN 01 NORTH RANGE 08 EAST	
CITY OF NOVI	OAKLAND COUNTY, MI

Plotted: Nov 26, 2024, 11:49 AM by user: 510 – Saved: 11/26/2024 by user: 510
J:\NV\Design\NV17018–Former Rainbow Coatings Parcel ALTA\DWG\NV17018EAS–OA.dwg

TEMPERFORM
RESULTING PARCELS

SCHEDULE B EXCEPTIONS (Fidelity National Title Company, LLC, Commitment No.:A0711601, Revision 3, Dated January 9, 2018)

(10) An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Affidavit of Interest
Lessor: Rainbow Coatings, Inc., a Michigan corporation
Lessee: Omnipotent Communications Midwest Operations L.L.C., a Delaware Limited Liability Company
Recording Date: October 5, 2000
Recording No: Liber 21880, Page 627, and the rights of others over an access easement and utility easement thereof. Item refers to a communication area leased easement and is plotted hereon.

(11) Rights of others over subject premises for ingress and egress, as revealed by instruments recorded in Liber 5545, Page 450 and in Liber 11257, Page 834. Items refer to a public access easement and are plotted hereon.

(12) An instrument entitled Right of Way Agreement

By and between R & S Realty Company, a Michigan co-partnership, Temperform Corporation, a Michigan corporation and A.J. Bartoletto and Anne J. Bartoletto, his wife
Recording No: Liber 6806, Page 674.

Reference is hereby made to said document for full particulars. Item refers to an access easement and is plotted hereon.

(13) Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: City of Novi
Recording No: Liber 7517, Page 556 and in Liber 7457, Page 641. Items refer to a sanitary sewer easement and are plotted hereon.

(14) Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: City of Novi
Recording No: Liber 7528, Page 642. Item refers to a sanitary easement and is plotted hereon.

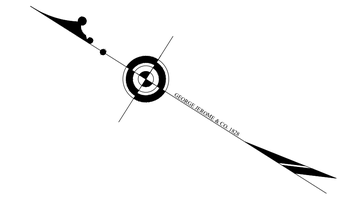
(15) Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

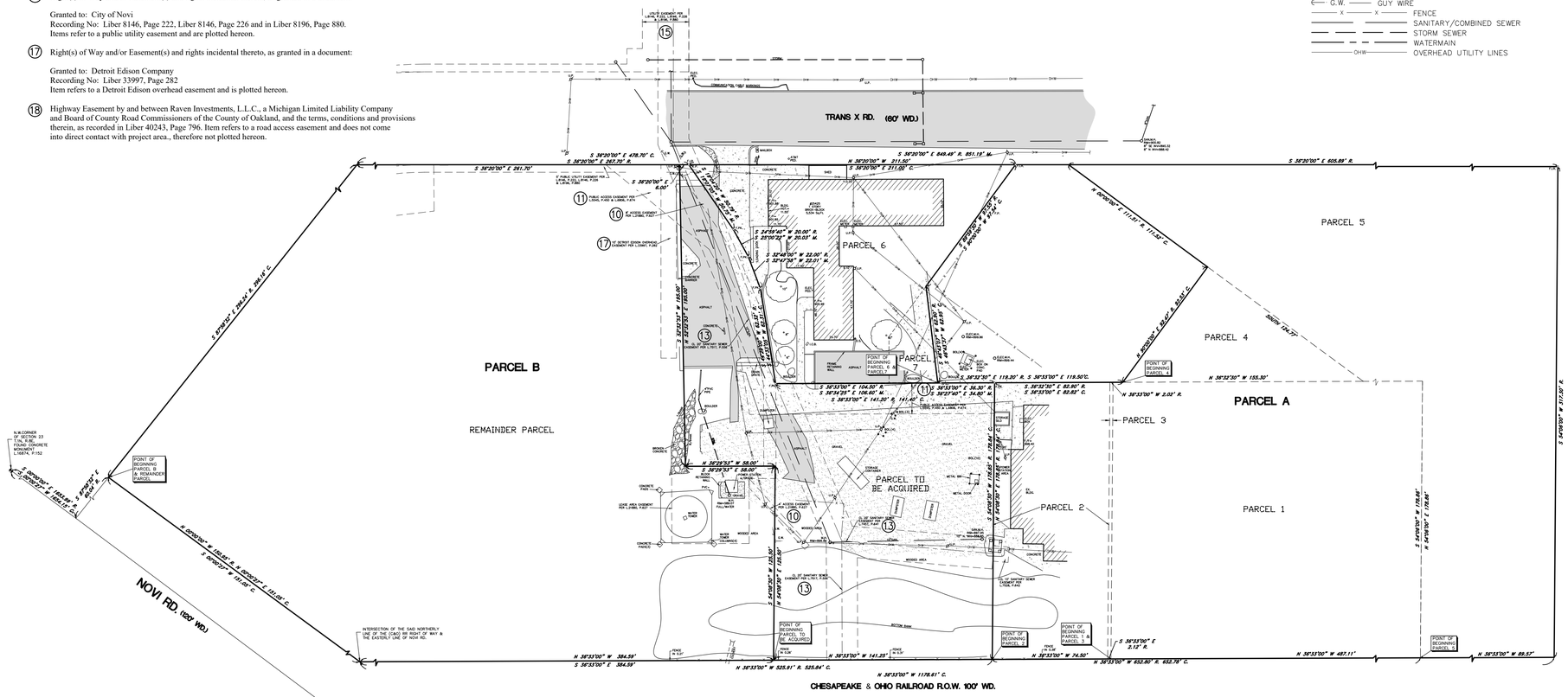
Granted to: City of Novi
Recording No: Liber 8146, Page 222, Liber 8146, Page 226 and in Liber 8196, Page 880.
Items refer to a public utility easement and are plotted hereon.

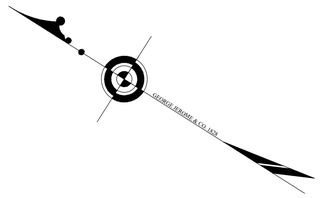
(17) Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Detroit Edison Company
Recording No: Liber 33997, Page 282
Item refers to a Detroit Edison overhead easement and is plotted hereon.

(18) Highway Easement by and between Raven Investments, L.L.C., a Michigan Limited Liability Company and Board of County Road Commissioners of the County of Oakland, and the terms, conditions and provisions therein, as recorded in Liber 40243, Page 796. Item refers to a road access easement and does not come into direct contact with project area., therefore not plotted hereon.

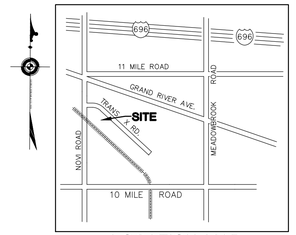



TRANS X RD. (60' WD.)
NOVI RD. (120' WD.)
CHESAPEAKE & OHIO RAILROAD R.O.W. 100' WD.
PARCEL B
REMAINDER PARCEL
PARCEL TO BE ACQUIRED
PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
PARCEL 5
PARCEL 6
PARCEL 7
PARCEL A
POINT OF BEGINNING PARCEL B & REMAINDER PARCEL
POINT OF BEGINNING PARCEL TO BE ACQUIRED
POINT OF BEGINNING PARCEL 1
POINT OF BEGINNING PARCEL 2
POINT OF BEGINNING PARCEL 3
POINT OF BEGINNING PARCEL A
N.W. CORNER OF SECTION 23 T1N, R.8E. FOUND CONCRETE MONUMENT L.16874, P.152
W. 1/4 CORNER OF SECTION 23 T1N, R.8E. FOUND IRON ROD IN IRON BOX L.17508, P.770
INTERSECTION OF THE SAID NORTHERLY LINE OF THE CSAO RR RIGHT OF WAY & THE EASTERLY LINE OF NOVI RD.
S 38°20'00" E 478.70' C.
S 38°20'00" E 267.70' R.
S 38°20'00" E 261.70'
N 38°20'00" W 211.50'
S 38°20'00" E 211.50' C.
S 38°20'00" E 649.49' R. 651.18' M.
S 38°20'00" E 605.89' R.
N 38°20'00" W 525.91' R. 525.84' C.
N 38°33'00" W 384.59'
S 38°33'00" E 384.59'
N 38°33'00" W 141.25'
N 38°33'00" W 74.50'
N 38°33'00" W 1178.61' C.
N 38°33'00" W 652.80' R. 652.78' C.
N 38°33'00" W 487.11'
N 38°53'00" W 69.57'
S 38°53'00" E 2.13' R.
N 38°52'30" W 155.50'
S 38°53'00" E 82.80' R.
S 38°33'00" E 82.82' C.
N 38°33'00" W 2.02' R.
S 38°53'00" E 1178.61' C.
S 38°53'00" E 1178.64' R. 1178.61' M

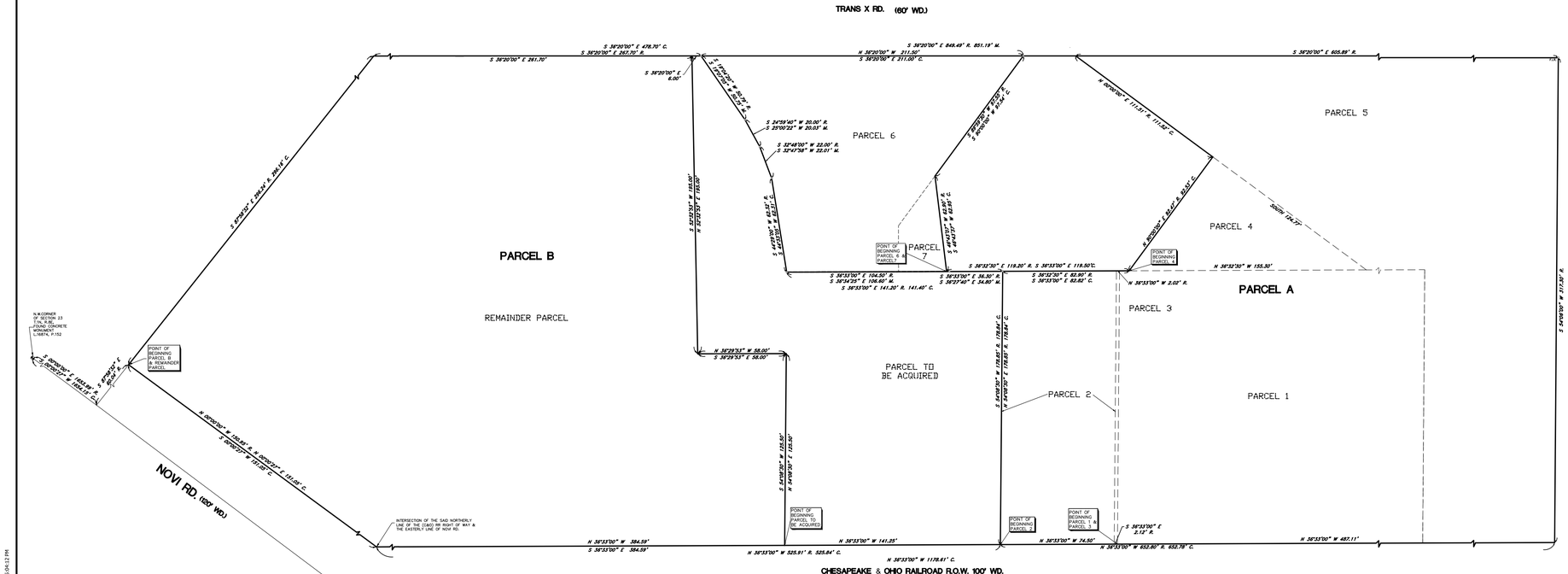


LEGEND

R.	RECORD
M.	MEASURED
C.	CALCULATED
F.I.R.	FOUND IRON ROD
H.	HEARNE BROTHERS
F.C.M.	FOUND CONCRETE MONUMENT
S.I.R.	SET IRON ROD
S.P.K.	SET P.K. NAIL
F.P.K.	FOUND P.K. NAIL
T/C	TOP OF CURB
G	GUTTER
FF	FINISHED FLOOR
T/W	TOP OF WALL
T/P	TOP OF PIPE
C.B.	CATCH BASIN
U.P.	UTILITY POLE
M.H.	MANHOLE
C.O.	CLEAN OUT
D.S.	DOWNSPOUT
L.P.	LIGHT POLE
L.L.	LANDSCAPE LIGHT
GVW	GATE VALVE AND WELL
WSV	WATER STOP VALVE
HYD.	FIRE HYDRANT
BOL.	BOLLARD
M.W.	MONITORING WELL
	SIGN
	NUMBER PARKING SPACES
	HANDICAP PARKING
G.W.	GUY WIRE
X	FENCE
	SANITARY/COMBINED SEWER
	STORM SEWER
	WATERMAIN
OHW	OVERHEAD UTILITY LINES



LOCATION MAP
NO SCALE



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FEET

UTILITY NOTE:

ALL PUBLIC UTILITY LINES, AS SHOWN HEREON, ARE TAKEN FROM THE BEST AVAILABLE RECORDS AS DISCLOSED BY THE VARIOUS UTILITY COMPANIES AND/OR MUNICIPALITIES. OTHER UTILITY INFORMATION WAS NOT AVAILABLE AT THE TIME OF SURVEY. NO GUARANTEE CAN BE GIVEN BY US AS TO THE ACCURACY OR COMPLETENESS THEREOF.

LEGAL DESCRIPTION (Knight Barry Title Services, LLC, File No.:2092113, Dated October 18, 2021)

PARCEL A

PARCEL 1:
Part of the West 1/2 of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being described as: Beginning at a point on the Northerly line of the Chesapeake and Ohio (C & O) Railroad right of way (100.00 feet wide), said point being South 36 degrees 33 minutes East, 602.03 feet from the intersection of the said Northerly line of the C & O RR right of way and the Easterly line of Novi Road (120.00 feet wide); thence North 54 degrees 06 minutes East, 178.86 feet; thence South 36 degrees 33 minutes East, 487.11 feet; thence South 54 degrees 06 minutes West, 178.86 feet; thence along the said Northerly line of the C & O RR right of way, North 36 degrees 33 minutes West, 487.11 feet to the Point of Beginning.

PARCEL 2:
Part of the West 1/2 of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, said parcel also being a part of vacated NOVI MANOR Subdivision, as recorded in Liber 45 of Plats, Page 25, Oakland County Records, being more particularly described as: Beginning at a point on the Northeasterly line of the C & O RR right of way (100.00 feet wide), said point being South 36 degrees 32 minutes 30 seconds East, 525.91 feet from the intersection of the Northeasterly line of the C & O RR right of way (100.00 feet wide) and the East line of Novi Road, as Platted in vacated NOVI MANOR Subdivision, as recorded in Liber 45 of Plats, Page 25, Oakland County Records; thence North 54 degrees 08 minutes 30 seconds East, 178.85 feet to the centerline of vacated Sterling Avenue (60.00 feet wide); thence South 36 degrees 32 minutes 30 seconds East, along the centerline of vacated Sterling Avenue (60.00 feet wide) 74.5 feet; thence South 54 degrees 08 minutes 30 seconds West, 178.85 feet to the Northeasterly line of C & O RR right of way (100.00 feet wide); thence North 36 degrees 32 minutes 30 seconds West, along said Northeasterly right of way line, 74.0 feet to the Point of Beginning.

PARCEL 3:
Part of the West 1/2 of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being described as: Beginning at a point on the Northerly line of the C & O RR right of way (100.00 feet wide), said point being South 36 degrees 33 minutes East, 602.03 feet from the intersection of the Easterly line of Novi Road (120.00 feet wide) and the said Northerly line of the C & O RR right of way; thence North 54 degrees 06 minutes East, 178.86 feet; thence North 36 degrees 33 minutes West, 2.02 feet; thence South 54 degrees 08 minutes West, 178.86 feet; thence South 36 degrees 33 minutes East, along the said C & O RR right of way 2.12 feet to the Point of Beginning.

PARCEL 4:
Part of Lot 345 and vacated streets adjacent to same, NOVI MANOR Subdivision, City of Novi, Oakland County, Michigan according to the Plat thereof recorded in Liber 45 of Plats, Page 25, Oakland County Records, being described as: Beginning at a point distant East 40.32 feet and South 46 degrees 43 minutes 37 seconds West, 62.90 feet and South 36 degrees 32 minutes 30 seconds East, 119.50 feet from the Northwest corner of Lot 346; thence East 92.47 feet; thence South 124.77 feet; thence North 36 degrees 32 minutes 30 seconds West, 155.30 feet to the Point of Beginning.

PARCEL 5:
Part of the West 1/2 of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being described as: Beginning at a point on the Northeasterly line of C & O RR right of way (100.00 feet wide), said point being South 36 degrees 33 minutes East, 1089.14 feet from the intersection of the said Northeasterly line of C & O RR right of way and the East line of Novi Road; thence North 36 degrees 33 minutes West, 324.92 feet; thence along the centerline of vacated Gage Avenue (60.00 feet wide) due North 236.29 feet; thence South 36 degrees 20 minutes East, 605.89 feet; thence South 54 degrees 06 minutes West, 317.30 feet; thence along the said Northeasterly line of the C & O RR right of way North 36 degrees 33 minutes West, 89.57 feet to the Point of Beginning.

PARCELS 1, 2, 3, 4 AND 5 ALSO DESCRIBED BY SURVEY AS FOLLOWS:
Part of the West 1/2 of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, ALSO, part of Lot 345 and part of vacated Sterling Avenue and Gage Avenue in NOVI MANOR Subdivision, being a subdivision in the West 1/2 of said Section 23, City of Novi, Oakland County, Michigan, as recorded in Liber 45 of Plats, page 25, Oakland County Records, described as: Commencing at the intersection of the Easterly line of Novi Road with the Northeasterly line of C & O RR right of way (100 feet wide); thence along said Northeasterly line of C & O RR right of way, South 36 degrees 33 minutes 00 seconds East, 525.91 feet to the Point of Beginning; thence North 54 degrees 08 minutes 00 seconds East, 178.86 feet; thence South 36 degrees 33 minutes 00 seconds East, 82.90 feet; thence North 89 degrees 59 minutes 30 seconds East, 92.47 feet; thence Due North 111.51 feet to a point on the Westerly right of way line of Trans X Road (60 feet wide); thence along said right of way line, South 36 degrees 20 minutes 00 seconds East, 605.89 feet; thence South 54 degrees 06 minutes 00 seconds West, 317.30 feet; thence North 36 degrees 33 minutes 00 seconds West, 652.80 feet to the Point of Beginning.

PARCEL 6:
Part of the Northwest 1/4 of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: beginning at a point distant South 36 degrees 33 minutes 00 seconds East, 525.91 feet and North 54 degrees 08 minutes 00 seconds East, 178.86 feet and North 36 degrees 33 minutes 00 seconds East, 141.20 feet from the intersection of Easterly line of Novi Road and Northeasterly line of C & O RR right of way; thence North 44 degrees 28 minutes 00 seconds East, 62.32 feet; thence North 32 degrees 48 minutes 00 seconds East, 22 feet; thence North 24 degrees 59 minutes 40 seconds East, 20 feet; thence North 19 degrees 04 minutes 20 seconds East, 50.79 feet; thence South 36 degrees 20 minutes 00 seconds East, 211.00 feet; thence West 137.99 feet; thence South 53 degrees 27 minutes 30 seconds West, 30.00 feet; thence North 36 degrees 33 minutes 00 seconds West, 73.75 feet to the Point of Beginning.

PARCEL 7:
Part of Lot 346 and part of Sterling Avenue (vacated) in NOVI MANOR, being a subdivision of the West 1/2 of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan; as recorded in Liber 45 of Plats, Page 25, Oakland County Records, described as: Beginning at the Northwest corner of Lot 346; thence East 40.42 feet along the North line of said Lot 346; thence South 46 degrees 43 minutes 37 seconds West, 62.90 feet to the centerline of Sterling Avenue (60.00 feet wide) (vacated); thence along said centerline of Sterling Avenue North 36 degrees 32 minutes 30 seconds West, 31.46 feet; thence North 53 degrees 27 minutes 30 seconds East, 30.00 feet to the Point of beginning.

PARCELS 6 & 7 ALSO DESCRIBED BY SURVEY AS FOLLOWS:
Part of the West 1/2 of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, ALSO, part of Lot 346 and part of vacated Sterling Avenue and Gage Avenue in NOVI MANOR Subdivision, being a subdivision in the West 1/2 of said Section 23, as recorded in Liber 45 of Plats Page 25, Oakland County Records, described as: Commencing at the intersection of the Easterly line of Novi Road with the Northeasterly line of C & O RR right of way (100 feet wide); thence along said Northeasterly line of C & O RR right of way, South 36 degrees 33 minutes 00 seconds East, 525.91 feet; thence North 54 degrees 08 minutes 00 seconds East, 178.86 feet; thence North 36 degrees 33 minutes 00 seconds West, 36.30 feet to the Point of beginning; thence North 36 degrees 33 minutes 00 seconds West, 104.60 feet; thence North 44 degrees 28 minutes 00 seconds East, 62.32 feet; thence North 32 degrees 48 minutes 00 seconds East, 22.00 feet; thence North 24 degrees 59 minutes 40 seconds East, 20.00 feet; thence North 19 degrees 04 minutes 20 seconds East, 50.79 feet to a point on the Westerly right of way line of Trans X Road (60 feet wide); thence along said right of way line, South 36 degrees 20 minutes 00 seconds East, 211.00 feet; thence in part along the Northerly line of said Lot 346, South 89 degrees 59 minutes 30 seconds West, 97.55 feet; thence South 46 degrees 43 minutes 07 seconds West, 62.90 feet to the Point of Beginning.

PARCEL B (Fidelity National Title Company, LLC, Commitment No.:A0711601, Revision 3, Dated January 9, 2018)

Land situated in the City of Novi, County of Oakland, and State of Michigan, described as:

Part of the Northwest 1/4 of Section 23, Town 1 North, Range 8 East, beginning at point distant North 1653.99 feet and South 87 degrees 58 minutes 32 seconds East 60.04 feet from the Northwest Section corner; thence South 87 degrees 58 minutes 32 seconds East 296.24 feet; thence South 36 degrees 20 minutes 00 seconds East 267.70 feet; thence South 19 degrees 04 minutes 20 seconds West 50.79 feet; thence South 24 degrees 59 minutes 40 seconds West 20 feet; thence South 32 degrees 48 minutes 00 seconds West 22 feet; thence South 44 degrees 29 minutes 00 seconds West 62.32 feet; thence South 36 degrees 33 minutes 00 seconds East 141.20 feet; thence South 54 degrees 08 minutes 00 seconds West 178.66 feet; thence North 36 degrees 33 minutes 00 seconds West 525.91 feet; thence due North 150.95 feet to the point of beginning.

and surveyed as :

Part of the Northwest 1/4 of Section 23, Town 1 North, Range 8 East, Beginning at point distant South 1653.99 feet and South 87 degrees 58 minutes 32 seconds East 60.04 feet from the Northwest Section corner; thence South 87 degrees 58 minutes 32 seconds East 296.24 feet; thence South 36 degrees 20 minutes 00 seconds East 267.70 feet; thence South 19 degrees 04 minutes 20 seconds West 50.79 feet; thence South 24 degrees 59 minutes 40 seconds West 20 feet; thence South 32 degrees 48 minutes 00 seconds West 22 feet; thence South 44 degrees 28 minutes 00 seconds (recorded as South 44 degrees 29 minutes 00 seconds West) 62.32 feet; thence South 36 degrees 33 minutes 00 seconds East 141.20 feet; thence South 54 degrees 08 minutes 00 seconds West 178.85 (recorded as 178.86) feet; thence North 36 degrees 33 minutes 00 seconds West 525.91 feet; thence Due North 150.95 feet to the point of beginning.

REMAINDER PARCEL:

A Parcel of land being a part of the West 1/2 of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and being more particularly described as follows:

Commencing at the Northwesterly Corner of said Section 23, thence South 00 degrees 00 minutes 27 seconds West 1654.15 feet (recorded as South 00 degrees 00 minutes 00 seconds East 1653.99 feet); thence South 87 degrees 58 minutes 32 seconds East 60.04 feet to a point on the easterly line of Novi Road, 120 feet wide; said point being the Point of Beginning of this Parcel;

Thence continuing South 87 degrees 58 minutes 32 seconds East 296.16 feet (recorded as 296.24 feet), to a point on the westerly line of Trans X Road, 60 feet wide;

Thence along said Trans X Road, South 36 degrees 20 minutes 00 seconds East 261.70 feet;

Thence South 52 degrees 32 minutes 53 seconds West 195.00 feet;

Thence South 36 degrees 29 minutes 53 seconds East 58.00 feet;

Thence South 54 degrees 08 minutes 30 seconds West 125.50 feet to a point on the northeasterly line of the Chesapeake and Ohio (C & O) Railroad right of way, 100 feet wide;

Thence North 36 degrees 33 minutes 00 seconds West 384.59 feet along said C & O Railroad right of way to a point on said easterly line of Novi Road;

Thence along said easterly line of Novi Road North 00 degrees 00 minutes 27 seconds East 151.05 feet (recorded as North 00 degrees 00 minutes 00 seconds East 150.95 feet) to the Point of Beginning of this Parcel.

Said Parcel containing 2.856 acres, more or less.

PARCEL TO BE ACQUIRED

A Parcel of land being a part of the West ½ of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and being more particularly described as follows:

Commencing at the Northwesterly Corner of said Section 23, thence South 00 degrees 00 minutes 27 seconds West 1654.15 feet (recorded as South 00 degrees 00 minutes 00 seconds East 1653.99 feet); thence South 87 degrees 58 minutes 32 seconds East 60.04 feet to a point on the easterly line of Novi Road, 120 feet wide; thence South 00 degrees 00 minutes 27 seconds West 151.05 feet (recorded as South 00 degrees 00 minutes 00 seconds East 150.95 feet) along said easterly line of Novi Road to its intersection with the northeasterly line of the Chesapeake and Ohio (C & O) Railroad right of way, 100 feet wide; thence South 36 degrees 33 minutes 00 seconds East 384.59 feet along said C & O Railroad right of way to the Point of Beginning of this Parcel;

Thence North 54 degrees 08 minutes 30 seconds East 125.50 feet; Thence North 36 degrees 29 minutes 53 seconds West 58.00 feet; Thence North 52 degrees 32 minutes 53 seconds East 195.00 feet to a point on the westerly line of Trans X Road, 60 feet wide; Thence along said Trans X Road South 36 degrees 20 minutes 00 seconds East 6.00 feet; Thence South 19 minutes 07 minutes 05 seconds West 50.75 feet (recorded as South 19 degrees 04 minutes 20 seconds West 50.79 feet); Thence South 25 degrees 00 minutes 22 seconds West 20.03 feet (recorded as South 24 degrees 59 minutes 40 seconds West 20.00 feet); Thence South 32 degrees 47 minutes 58 seconds West 22.01 feet (recorded as South 32 degrees 48 minutes 00 seconds West 22.00 feet); Thence South 44 degrees 33 minutes 05 seconds West 62.31 feet (recorded as South 44 degrees 29 minutes 00 seconds West 62.32 feet); Thence South 36 degrees 33 minutes 00 seconds East 141.40 feet (recorded as 141.20 feet); Thence South 54 degrees 08 minutes 30 seconds West 178.84 feet (178.86 feet recorded), to a point on the easterly line of said C & O Railroad right of way; Thence along said C & O Railroad right of way North 36 degrees 33 minutes 00 seconds West 141.25 feet to the Point of Beginning of this Parcel.

Said Parcel containing 0.786 acres, more or less.

DATE:	BY	REVISIONS	DATE:	BY	REVISIONS

ACQUIRED PARCEL BOUNDARY

25425 TRANS X RD. & 25460 NOVI RD., CITY OF NOVI, WAYNE COUNTY, MICHIGAN

SURVEY BY	R.S. / S.D.
DRAWN BY	N.L.R.
CHECKED BY	G.J.JR.
APPROVED BY	G.J.JR.

GEORGE JEROME & CO.
CONSULTING MUNICIPAL & CIVIL ENGINEERS • SURVEYORS
28304 HAYES ROSEVILLE, MI 48066 (586) 774-3000
www.GeorgeJerome.com

SCALE	1"=40'	FOR	TEMPERFORM
DATE	07-25-24		

ORDER NO.	26-598
FIELD BOOK	1436, P.50-52
DRAWING FILE NO.	

SHT. NO. 2 OF 4

\\Server-pc\dwg\JOBS\2026 26-500 THRU 26-599\26-598 - Lawton Standard Temperform\26-598 BOUNDARY UPDATED 07-24-24 .dwg, aquired parcel 2, 8/14/2024 5:04:12 PM

SCHEDULE B EXCEPTIONS (Fidelity National Title Company, LLC, Commitment No.:A0711601, Revision 3, Dated January 9, 2018)

(10) An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Affidavit of Interest
Lessor: Rainbow Coatings, Inc., a Michigan corporation
Lessee: Omnipotent Communications Midwest Operations L.L.C., a Delaware Limited Liability Company
Recording Date: October 5, 2000
Recording No: Liber 21880, Page 627, and the rights of others over an access easement and utility easement thereof. Item refers to a communication area leased easement and is plotted hereon.

(11) Rights of others over subject premises for ingress and egress, as revealed by instruments recorded in Liber 5545, Page 450 and in Liber 11257, Page 834. Items refer to a public access easement and are plotted hereon.

(12) An instrument entitled Right of Way Agreement

By and between R & S Realty Company, a Michigan co-partnership, Temperform Corporation, a Michigan corporation and A.J. Bartoletto and Anne J. Bartoletto, his wife
Recording No: Liber 6806, Page 674.

Reference is hereby made to said document for full particulars. Item refers to an access easement and is plotted hereon.

(13) Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: City of Novi
Recording No: Liber 7517, Page 556 and in Liber 7457, Page 641. Items refer to a sanitary sewer easement and are plotted hereon.

(14) Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: City of Novi
Recording No: Liber 7528, Page 642. Item refers to a sanitary easement and is plotted hereon.

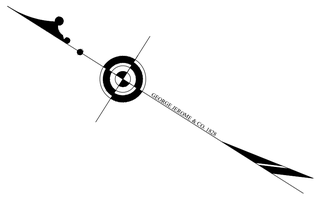
(15) Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

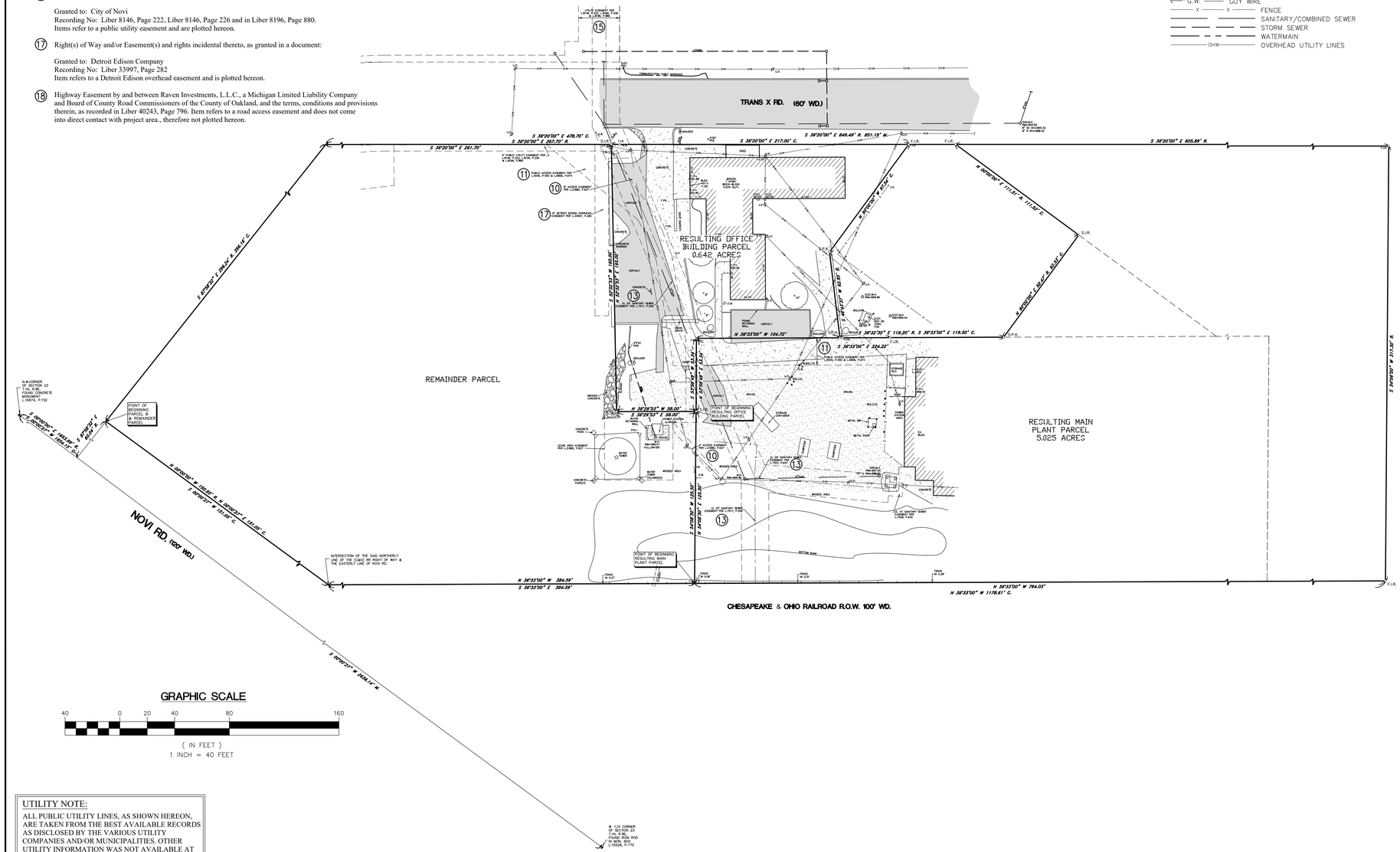
Granted to: City of Novi
Recording No: Liber 8146, Page 222, Liber 8146, Page 226 and in Liber 8196, Page 880.
Items refer to a public utility easement and are plotted hereon.

(17) Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Detroit Edison Company
Recording No: Liber 33997, Page 282
Item refers to a Detroit Edison overhead easement and is plotted hereon.

(18) Highway Easement by and between Raven Investments, L.L.C., a Michigan Limited Liability Company and Board of County Road Commissioners of the County of Oakland, and the terms, conditions and provisions therein, as recorded in Liber 40243, Page 796. Item refers to a road access easement and does not come into direct contact with project area., therefore not plotted hereon.




TRANS X RD. (60' WD.)
RESULTING OFFICE BUILDING PARCEL 0.642 ACRES
REMAINDER PARCEL
RESULTING MAIN PLANT PARCEL 5.025 ACRES
NOVI RD. (100' WD.)
POINT OF BEGINNING PARCEL B (REMAINDER PARCEL)
POINT OF BEGINNING RESULTING OFFICE BUILDING PARCEL
POINT OF BEGINNING RESULTING MAIN PLANT PARCEL
INTERSECTION OF THE SAID NORTHERLY LINE OF THE C&O RR RIGHT OF WAY & THE EASTERLY LINE OF NOVI RD.
N.W. CORNER OF SECTION 23 T.1N., R.8E., FOUND CONCRETE MONUMENT L.1567A, P.152
W. 1/4 CORNER OF SECTION 23 T.1N., R.8E., FOUND IRON ROD W. MON. BOX L.15528, P.770
S 89°49'31" E 2644.14' M.
S 89°49'27" E 2639.14' M.
N 00°00'00" E 1653.99' M.
S 00°00'27" E 1651.15' M.
N 00°00'00" E 1653.99' M.
S 00°00'27" E 1651.15' M.
S 00°00'27" E 2639.14' M.
S 38°20'00" E 478.70' C.
S 38°20'00" E 267.70' R.
S 38°20'00" E 261.70'
S 38°20'00" E 217.00' C.
S 38°20'00" E 649.49' R. 651.19' M.
S 38°20'00" E 605.89' R.
N 38°33'00" W 104.72'
S 38°33'00" E 224.22'
S 38°33'00" E 119.20' R. S 38°33'00" E 119.50' C.
N 38°33'00" W 58.00'
S 38°29'53" E 58.00'
N 38°29'53" W 58.00'
S 38°33'00" E 384.59'
N 38°33'00" W 384.59'
N 38°33'00" W 794.03'
N 38°33'00" W 1178.81' C.
N 38°33'00" W 1171.81' R.
N 38°00'00" E 111.51' R. 111.58' C.
N 38°00'00" E 97.54' C.
N 38°00'00" E 92.53' R. 92.61' C.
S 38°33'00" E 384.59'
N 38°33'00" W 384.59'
N 38°33'00" W 195.65'
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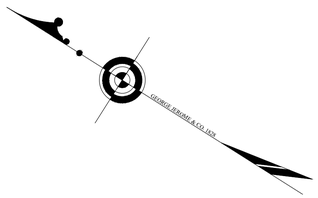
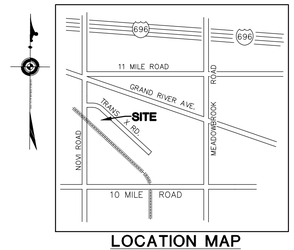
S 38°33'00" E 195.65'
S 38°33'00" E 195.65'
N 38°33'00" W



LEGEND

R.	RECORD
M.	MEASURED
C.	CALCULATED
F.I.R.	FOUND IRON ROD
H.	HEARNE BROTHERS
F.C.M.	FOUND CONCRETE MONUMENT
S.I.R.	SET IRON ROD
S.P.K.	SET P.K. NAIL
F.P.K.	FOUND P.K. NAIL
T/C	TOP OF CURB
G	GUTTER
FF	FINISHED FLOOR
T/W	TOP OF WALL
T/P	TOP OF PIPE
C.B.	CATCH BASIN
U.P.	UTILITY POLE
M.H.	MANHOLE
C.O.	CLEAN OUT
D.S.	DOWNSPOUT
L.P.	LIGHT POLE
L.L.	LANDSCAPE LIGHT
GVW	GATE VALVE AND WELL
WSV	WATER STOP VALVE
HYD.	FIRE HYDRANT
BOL.	BOLLARD
M.W.	MONITORING WELL
	SIGN
	NUMBER PARKING SPACES
	HANDICAP PARKING
G.W.	GUY WIRE
X	FENCE
	SANITARY/COMBINED SEWER
	STORM SEWER
	WATERMAIN
OHW	OVERHEAD UTILITY LINES



LOCATION MAP
NO SCALE

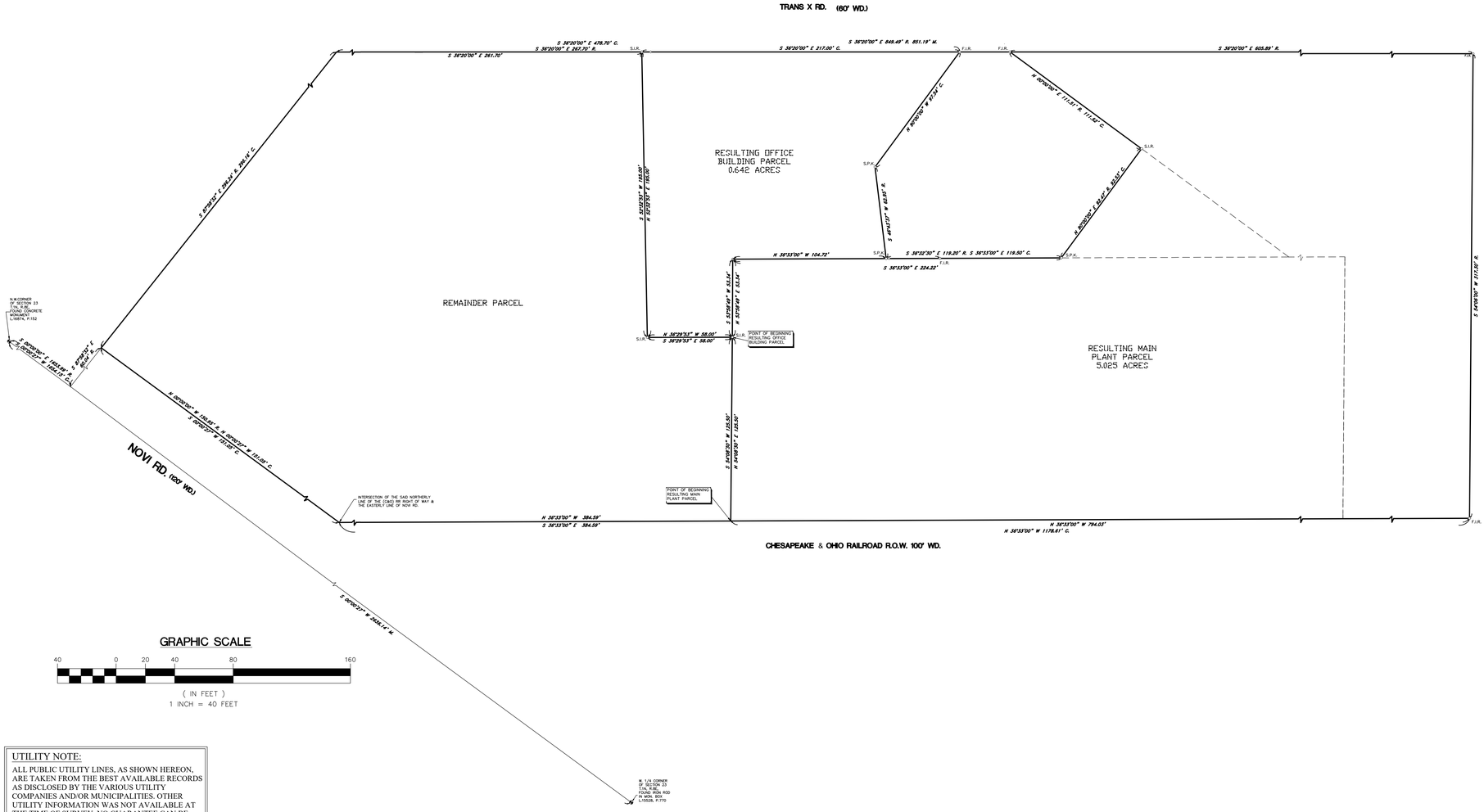
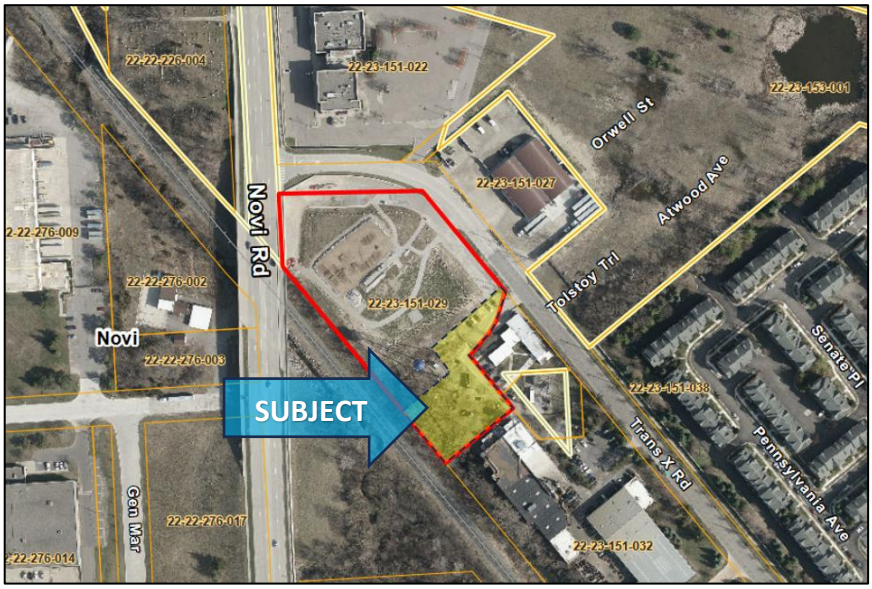

TRANS X RD. (60' WD.)
S 38°20'00" E 478.70' C.
S 38°20'00" E 267.70' R.
S 38°20'00" E 261.70'
S.I.R.
S 38°20'00" E 217.00' C.
S 38°20'00" E 849.49' R. 851.19' M.
F.I.R.
F.I.R.
S 38°20'00" E 605.89' R.
F.I.R.
S 89°39'53" E 1654.15' M.
S 89°39'53" E 1653.99' C.
S 87°58'32" E 60.04'
S 87°58'32" E 60.04'
S 87°58'32" E 60.04'

PHOTO OF PROPERTY
(CONCRETE PAD SHOWN IN RED)

PHOTO OF
INSTALLED CONCRETE PAD

DANGER
HIGH VOLTAGE
KEEP OUT

SUMMARY APPRAISAL



Aerial Photograph extracted from Oakland County Property Gateway

Part of Parent Parcel
25460 Novi Rd.
Novi, Michigan 48375

APPRAISAL REPORT

Date of Value January 30, 2024

Date of Report February 10, 2024

Prepared For
Mr. Bill Ruth, Project Manager
Temperform LLC
25425 Trans-X Road
Novi, MI 48375
Email: BRuth@temperform.com

Prepared By
R.S. Thomas & Associates, Inc. / *Harold Blake Co*
33580 Five Mile Road
Livonia, MI 48154
Telephone (734)422-5353
www.rsthbc-appraisers.com

February 10, 2024

Mr. Bill Ruth, Project Manager
Temperform LLC
25425 Trans-X Road
Novi, MI 48375
Email: BRuth@temperform.com

Re: Appraisal of Real Property
Part of Parent Parcel
25460 Novi Rd.
Novi, MI 48375
Parent Parcel ID # 50-22-23-151-029

Dear Mr. Ruth,

Pursuant to your request, we have performed an Appraisal Report of the captioned property and fully intend to follow the current guidelines of Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP) as established by the Appraisal Standards Board of the Appraisal Foundation. This report is not to be construed as a Restricted Appraisal Report. It is further understood the appraisers have no interest in the subject property and the fee is in no way dependent upon the value estimate concluded herein.

Based on the highest and best use of the subject property as of the date of value, the appraisers have utilized the sales comparison approach. The cost approach and income approach to value have been considered within the scope of the assignment, however, found not applicable. Business entity and any applicable licenses are not considered in this assignment. We have made an extraordinary assumption of the property free and clear of environmental hazards for the value conclusion. A further extraordinary assumption considers the parcel unaffected by wetlands. At the direction of the client, we have applied the hypothetical condition, the subject land as identified has been split from the parent parcel resulting in an irregular parcel adjacent to the properties at both 25475 & 25425 Trans X Road.

The purpose of this appraisal is to identify the current market value for the real estate. This is established with the last date of inspection by the appraiser on January 30, 2024, representing the date of value. The function of the report is to utilize the results for asset determination for

possible transfer of the property. The appraisal assignment is not based on a requested minimum valuation or a specific valuation. The intended use is for the private use of the client to assist in possible purchase of the property. The report is not intended nor can be utilized for any other use including but not limited to eminent domain, tax appeal or lending. This may lead to misleading conclusions.

The intended user of this report is identified as the Client only, and any authorized representatives of the Client. No other user is intended or authorized. After careful consideration of all pertinent facts and information pertaining to the valuation of subject property, the market value of the fee simple interest as of January 30, 2024, is

$68,000.00
Sixty-Eight Thousand Dollars

All data and analysis reported herein are subject to the statement of limiting conditions and assumptions included in this report. This report is not to be used for any other purpose or by any other person or entity other than the intended user or their duly authorized representatives. We have performed no appraisal of the subject within the three-year period immediately preceding acceptance of this assignment. Appraisers are required to be licensed/certified and are regulated by the Department of Licensing and Regulatory Affairs, Post Office Box 30018, Lansing Michigan 48909.

Respectfully submitted,

R.S. Thomas & Associates, Inc./*Harold Blake Co.*

Andrew Boettcher
Certified General Real Estate Appraiser
♦ Michigan Certified General Real Estate Appraiser - Permanent I.D. #1205003946

PLAN REVIEW CENTER REPORT

Planning Review

Trans-X Silo

JSP 23-11

May 16, 2023

PETITIONER

Temperform Corporation

REVIEW TYPE

Accessory Preliminary & Final Site Plan Review

PROPERTY CHARACTERISTICS

Section	23	
Site Location	East of Novi Road, West of Trans-X Road; 50-22-23-151-032	
Site School District	Novi Community School District	
Site Zoning	I-2 General Industrial	
Adjoining Zoning	North	I-2 General Industrial & RM-2 High-Density Multiple-Family
	East	RM-2 High-Density Multiple-Family
	West	I-2 General Industrial
	South	I-2 General Industrial
Current Site Use	Temperform Corporation	
Adjoining Uses	North	DTE Energy – Novi Substation; Main Street Village Apartments
	East	Main Street Village Apartments
	West	Gerber Collision & Glass; Enterprise Rent-A-Car
	South	Terry Sweeny & Co. (Construction Equipment Supplier)
Site Size	4.45 acres	
Plan Date	April 18, 2023	

PROJECT SUMMARY

The applicant is proposing to construct an approximately 53-foot-tall silo for the storage of sand. The proposed foundation of the silo is 144 square feet. The proposed silo would be located in the northwestern portion of the site.

RECOMMENDATION

Planning staff is currently recommending **denial** of the Accessory Preliminary & Final Site Plan. Several comments must be addressed on a revised submittal, and several ZBA variances will be required for final approval of the plans. Engineering is also recommending denial of the plans at this time (see Engineering Review Letter for further details and comments). Fire is recommending approval of the plans.

ORDINANCE REQUIREMENTS

This project was reviewed for compliance with the Zoning Ordinance, with respect to Article 3 (Zoning Districts), Article 4 (Use Standards), Article 5 (Site Standards), and any other areas of the ordinance, as noted. The plans show general compliance with ordinance requirements. Please address the items in **bold** in the next submittal.

1. Site Survey: **Location map must be to scale, showing section numbers, site location, major roads and railroads. Provide existing topography for the area where work is proposed (based on USGS datum with 2' contour intervals) extending a minimum of 100 feet beyond all side boundaries. Any on-site or off-site easements should be displayed as well.**

2. Accessory Structure Location (Section 4.19.2.A): Accessory structures shall be located in a rear yard, as regulated by this section of the Ordinance. **The proposed silo appears to be located partially within the interior side yard. This will require a ZBA variance.**

3. Accessory Structure Setbacks (Sections 4.19.2.A, 4.19.1.D, & 3.1.19.D): Accessory Structures shall meet the setback requirements of an accessory building (each accessory building shall meet all setback requirements for the zoning district in which the property is situated).
    a. Front Yard: Minimum for the I-2 district is 100 feet. Appears to comply (approx. 107 feet). **Please show the setback from the property line along Trans-X Road on the next submittal.**
    b. Rear Yard: Minimum for the I-2 district is 50 feet. The proposed setback is approximately 57 feet, which meets the ordinance
    c. Side Yard: Minimum for the I-2 district is 50 feet. **The proposed setback from the northern property line (interior side yard) is 7 feet and 5¾ inches. This does not meet the ordinance standard and will require a ZBA variance.**

4. Wetlands and Watercourse Protection Ordinance: Locations and boundaries of wetlands and wetland setbacks should be identified as defined in the Novi, Chapter 12, Article V of Code of Ordinances, and in Article 24, Schedule of Regulations, Footnote V of the Zoning Ordinance. Any proposed filling, draining, cutting, dredging or other alteration proposed for wetlands and setbacks must be graphically depicted and quantified in a table on the site plan. **Per the city's historic maps, the area appears to have included a stormwater basin which may now be classified as a regulated wetland. Please provide a detailed survey of the area where the new silo is proposed so the city's consultants can review it for impacts to regulated wetland buffer areas.**

5. Regulated Woodland Ordinance: The applicant shall show the location of all regulated woodlands as are shown on the Regulated Woodlands Map, trees 36" diameter-at-breast-height (dbh) and greater and/or as are otherwise controlled under Chapter 37 of the Novi Code of Ordinances. Alternative plans that preserve the most amount of quality areas of woodlands, any proposed cutting, clearing or retention of any vegetation from the ground up, replacement of regulated trees 8" dbh and greater, proposed grading limits, proposed tree protection measures, if any, pursuant to Ordinance requirements. **Per city records, the proposed silo appears to be close to a regulated woodland. Please provide a detailed survey of the area where the new silo is proposed so the city's consultants can review it for impacts to regulated woodland areas. Any regulated trees that are proposed to be removed should be shown on the plans. All regulated trees within 100 feet of the area of work should be shown as well.**

6. Sanitary Sewer: Our records show that there is an existing 8-inch sanitary on the north-west side of the property, adjacent to where the proposed slab will be installed. **The proposed slab shall not be located within the sanitary sewer easement. All Sanitary sewer easements shall be 20 feet wide. See Engineering Review for further details.**

7. Access Easement: It appears that the adjacent parcel owned by the City of Novi is being utilized for access to the area proposed for the silo. **Please provide any existing access easements authorizing the use of this parcel. See Engineering Review for further details.**

8. Soil Erosion and Sediment Control: **A SESC review is required. Include SESC measures on the plans, per the review checklist detailing all SESC requirements attached to this letter. An informal review will be completed with the Electronic Stamping Set once SESC plans are included in the submittal. See Engineering Review for further details.**

9. Signage: For sign permit information please contact Maureen Underhill at 248-347-0438 or munderhill@cityofnovi.org in the Code Compliance Division for more information.

OTHER REVIEWS

a. Engineering Review: Engineering is recommending **denial** of the Preliminary/Final Site Plan. See the engineering review letter for more information.
b. Fire Review: Fire is recommending **approval** of the Preliminary/Final Site Plan.

NEXT STEP: REVISED FINAL SITE PLAN SUBMITTAL

Please revise the plans to address issues raised in the Fire review. Refer to the letters for more details. Please submit the following for reconsideration:

1. A site plan revision application
2. **Three** copies of the revised site plan.
3. Response letter addressing all comments and refer to sheet numbers where the change is reflected.

ZONING BOARD OF APPEALS

A date for a Zoning Board of Appeals hearing for any variances, if necessary, will be determined by staff after a revised site plan is submitted and all outstanding comments have been addressed.

ELECTRONIC STAMPING SET SUBMITTAL AND RESPONSE LETTER

After receiving Planning Commission approval, please submit the following for Electronic Stamping Set approval:

1. Plans addressing the comments in all of the staff and consultant review letters in PDF format.
2. Response letter addressing all comments in ALL letters and ALL charts and **refer to sheet numbers where the change is reflected.**
3. Drafts of any legal documents (note that any on-site easements need to be submitted in draft form before stamping sets will be stamped).

STAMPING SET APPROVAL

Stamping sets are still required for this project. After receiving approval of the Electronic Stamping Set from City staff, the applicant should submit **7 size 24" x 36" copies, folded, with original signature and original seals**, to the Community Development Department for final Stamping Set approval.

CHAPTER 26.5

Chapter 26.5 of the City of Novi Code of Ordinances generally requires all projects be completed within two years of the issuance of any starting permit. Please contact Sarah Marchioni at 248-347-0430 for additional information on starting permits. The applicant should review and be aware of the requirements of Chapter 26.5 before starting construction.

If the applicant has any questions concerning the above review or the process in general, do not hesitate to contact me at 248-347-0579 or bpeacock@cityofnovi.org.

Ben Peacock

Ben Peacock, Planner

PLAN REVIEW CENTER REPORT

5/4/2023

Engineering Review

Trans-X Silo
JSP23-11

Applicant
Temperform Corporation

Review Type
Combined Preliminary and Final Site Plan

Property Characteristics

- Site Location: East of Novi Road, South of Grand River Ave.
- Site Size: 4.45 acres
- Plan Date: 4/18/2023
- Design Engineer: Fairway Engineering, LLC.

Project Summary

- Installation of Sand Silo and associated pavements.
- No changes to the existing onsite water main, sanitary sewer, or storm water collection system are proposed.

Recommendation
Approval of the Combined Preliminary and Final Site Plan is not recommended.

Comments:
The Combined Preliminary and Final Site Plan **does not** meet the general requirements of Chapter 11 with the following items to be addressed at the time of the revised Combined Preliminary and Final Site Plan submittal (further engineering detail will be required at the time of the final site plan submittal):

General

1. Our records show that there is an existing 8-inch sanitary on the north-west side of the property adjacent to the proposed slab will be installed; The proposed slab shall not be located within the sanitary sewer easement. All Sanitary sewer easements shall be 20 feet wide.
2. It appears that the adjacent parcel owned by the City of Novi is being utilized for access to the area proposed for the silo. Please provide any existing access easements authorizing the use of this parcel.

3. Provide a minimum of two ties to established section or quarter section corners.
4. Provide at least two reference benchmarks at intervals no greater than 1,200 feet. At least one referenced benchmark must be a City-established benchmark.
5. Provide a note on the plans stating that all work shall conform to the current City of Novi standards and specifications.

Soil Erosion and Sediment Control

6. A SESC review is required. Include SESC measures on the plans, per the review checklist detailing all SESC requirements attached to this letter. An informal review will be completed with the Electronic Stamping Set once SESC plans are included in the submittal.

The following must be provided at the time of Electronic Stamping Set submittal:

7. A letter from either the applicant or the applicant's engineer must be submitted with the Electronic Stamping Set highlighting the changes made to the plans addressing each of the comments listed above and indicating the revised sheets involved.
8. Provide the City's standard detail sheets for paving (2 sheets-rev. 03/05/2018). These details can be found on the City's website at this location: Engineering Standards and Construction Details | City of Novi

The following must be addressed following construction:

To the extent this review letter addresses items and requirements that require the approval of/or a permit from an agency or entity other than the City, this review shall not be considered an indication or statement that such approvals or permits will be issued.

Please contact Adam Yako at (248) 735-5695 with any questions.

Adam Yako
Project Engineer

cc: Ben Peacock, Community Development
Humna Anjum, Project Engineer
Ben Croy, City Engineer

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
Dave Staudt

Laura Marie Casey

Hugh Crawford

Justin Fischer

Brian Smith

Ericka Thomas

Interim City Manager
Victor Cardenas

Director of Public Safety
Chief of Police
Erick W. Zinser

Fire Chief
Jeffery R. Johnson

Assistant Chief of Police
Scott R. Baetens

Assistant Fire Chief
John B. Martin

April 27, 2023

TO: Barbara McBeth - City Planner
Lindsay Bell - Plan Review Center
Christian Carroll - Plan Review Center
Ben Peacock – Plan Review Center
Diana Shanahan – Planning Assistant

RE: Trans-X Silo

PSP# 23-014

Project Description:

Construct a silo at 25425 Trans-X Dr.

Comments:

Meets Fire Department Standards

Recommendation:

Approved

Sincerely,

Kevin S. Pierce-Fire Marshal
City of Novi – Fire Dept.

cc: file

Novi Public Safety Administration
45125 Ten Mile Road
Novi, Michigan 48375
248.348.7100
248.347.0590 fax

cityofnovi.org

PROPOSED SILO PLAN

SCALE: $\frac{1}{16}$"=1'

DATE	ISSUE	BY	DATE	ISSUE

PROPRIETOR: TEMPERFORM CORPORATION
25425 TRANS X RD., NOVI,
OAKLAND COUNTY, MICHIGAN

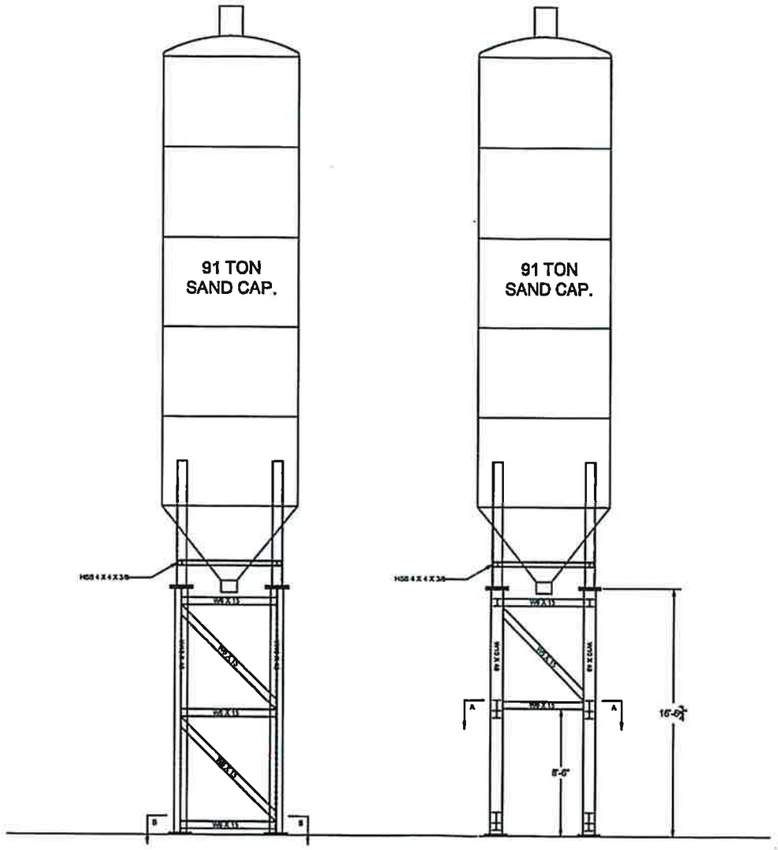
FAIRWAY ENGINEERING, LLC
LAND DEVELOPMENT - STRUCTURAL - GEOTECH
29525 BECK ROAD, SUITE 114 WIXOM, MI 48393-4743 (248) 214-5913

DATE	04/18/23	CKD. BY	DATE
DRAWN	AC		
DESIGN	MDM		

72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
CALL MISS DIG
800-482-7171
(TOLL FREE)

FOUNDATION PLAN
PROPOSED NEW SILO
TEMPERFORM CORPORATION
25425 TRANS X RD., NOVI, OAKLAND COUNTY, MICHIGAN

SCALE AS SHOWN
SHEET 1
FE23-2004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CITY OF NOVI CITY COUNCIL
JUNE 23, 2025

SUBJECT: Approval of the 2025 Suburban Mobility Authority for Regional Transportation (SMART) Municipal Credit Fund Contract and transfer to People's Express in the amount of $62,149.

SUBMITTING DEPARTMENT: Parks, Recreation and Cultural Services (PRCS)

KEY HIGHLIGHTS:

- Novi is not eligible to retain the Credit Funds as we no longer directly operate a Transportation program.
- If the credits are not transferred to People's Express they may be reallocated by SMART

BACKGROUND INFORMATION:

The City of Novi is eligible to receive $62,149 in Suburban Mobility Authority for Regional Transportation (SMART) Municipal Credit Funds for 2025. In the past, these funds supported the Novi Senior Transportation Program, which concluded at the end of June 2024 as People's Express began transportation operations in Novi. While Novi is no longer eligible to use these funds directly, the City may transfer them to People's Express to support transportation services within the community.

City staff reviewed multiple options for retaining the funds and engaged in extensive communication with SMART, as well as consultation with the City Attorney's Office. Based on the guidance received, Novi is not eligible to retain the credits, as SMART has discretion under Act 51 to define operational costs and determine how Municipal Credit funds may be allocated. If the funds are not transferred to People's Express, SMART may reallocate them at its discretion.

People's Express will utilize these funds for the fiscal year July 1, 2024 – June 30, 2025, to help support transportation services in Novi.

COUNCIL ACTION: Approval of the 2025 Suburban Mobility Authority for Regional Transportation (SMART) Municipal Credit Fund Contract and transfer to People's Express Program in the amount of $62,149.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

S.M.A.R.T. MUNICIPAL CREDIT PROGRAM 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 June 23, 2025 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 is desirous of maintaining the existing Suburban Mobility Authority for Regional Transportation (S.M.A.R.T.) Municipal Credit Program, and

WHEREAS, this program provides an essential service to senior citizens and handicapped individuals.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Novi City Council hereby requests the 2025 Municipal Credit funding from Suburban Mobility Authority for Regional Transportation (S.M.A.R.T.), in the amount of $62,149.

BE IT FUTHER RESOLVED that funding be distributed in the following manner: transfer to People's Express

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 23rd day of June, 2025, 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

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2025

I, _____, as the _____ of **the City of Novi** (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period July 1, 2024 through June 30, 2025 (Section 1 below), and **Community Credits** available for the period July 1, 2024 to June 30, 2025 (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use **$62149** in **Municipal Credit** funds as follows:

(a) Transfer to **People's Express Inc.** _____ Funding of: $ **62149**_____
TRANSFEREE COMMUNITY

(b) Van/Bus Operations At the cost of: $ _____
(Including Charter and Taxi services)

(c) Services Purchased from SMART At the cost of: $ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)

(d) Services Purchased from Subcontractor At the cost of: $ _____

_____
(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total $62149

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by June 30, 2027; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use **$0** in **Community Credit** funds available as follows:

(a) Transfer to _____ Funding of: $ _____
TRANSFEREE COMMUNITY

(b) Van/Bus Operations At the cost of: $ _____
(Including Charter and Taxi services)

(c) Services Purchased from SMART (Including Tickets, Shuttle Services/Dial-a-Ride) — At the cost of: $ _____

(d) Capital Purchases — At the cost of: $ _____

(e) Services Purchased from Subcontractor — At the cost of: $ _____

_____
(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total $0

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2025, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2029; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This Agreement shall be binding once signed by both parties.

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION	**CITY OF NOVI**
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

EXHIBIT A

PROJECT DESCRIPTION

Overall Project Description (Provide a descriptive narrative):

_____
_____
_____
_____
_____

Service Area (Provide geographic boundaries):

_____
_____

Service Times (Provide days and hours of service):

_____
_____

Eligible User Groups (Users eligible to use the service):

_____
_____

Fare Structure: (Cost to use service)

_____
_____

Service Mode (Describe the amount and type of vehicles available, and whether they are wheelchair lift-equipped):

_____
_____
_____
_____

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: City of Novi

Contract Period: July 1, 2024 through June 30, 2025

Account Number: 48233

OPERATING EXPENSES:

Administrative Wages/Salary: *(All employees other than drivers and dispatchers)* (10% max. of MC & CC funds)	_____
Driver Wages	_____
Fringe Benefits	_____
Gasoline & Lubricants	_____
Vehicle Insurance	_____
Parts, Maintenance Supplies	_____
Mechanic Wages	_____
Fringe Benefits	_____
Dispatch Wages	_____
Other (Specify)	_____
Other (Specify)	_____
Other (Specify)	_____
Sub-Total (Operating Expenses)	_____

PURCHASED SERVICE:

Taxi Service	_____
Charter Service	_____
SMART Bus Tickets	_____
SMART Shuttle Service	_____
SMART Dial-A-Ride	_____
Other (Specify) _____	_____
Sub-Total (Purchased Service)	_____

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment	_____
Software	_____
Vehicle	_____
Maintenance Equipment	_____
Other (Specify)	_____
Sub-Total (Capital Equipment)	_____

TOTAL EXPENSES _____ Operating Expenses, Purchased Service, and Capital Equipment: _____

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	**62149**
Community Credit Funds	**0**
Specialized Services Funds	
General Funds	
Farebox Revenue	
In-Kind Service	
Special Fares (Contracted Service)	
Other (Specify)	

TOTAL REVENUE: _____

(Note: *TOTAL EXPENSES* must equal *TOTAL REVENUE*)

Suburban Mobility Authority for Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Agency/Community Information		
Program Type: Community Partnership Program (CPP) ☐ Specialized Service ☐ New Freedom ☐ JARC ☐ 5310 ☐		
Name of Agency/Community:		
Address:		
City:	State:	Zip:
Agency/Community Data		
1) Has your agency/community completed in excess of $1,000,000 in DOT federally-funded contracts from SMART in the past year?		Yes ☐ No ☐
2) Does your agency/community employ over fifty (50) transit related employees?		Yes ☐ No ☐
If the answers to the previous two questions were both "Yes", Please forward your agency's/community's Affirmative Action plan to the address below: Buhl Building 535 Griswold Street, Suite 600 Detroit, MI 48226 Attn: EEO Coordinator		
Have all subcontractors been informed of their responsibility to file an EEO Compliance Report A form? Yes☐No☐N/A ☐		
Drug and Alcohol Testing Program Requirements		
Does your agency/community have a DOT Drug and Alcohol testing program for Safety-sensitive employees? (Vehicle operators, dispatchers, mechanics and armed security)		Yes ☐ No ☐
Name of drug and alcohol testing manager?		Title:
Phone Number:	Ext:	Email:
Please Proceed to Employment Data Section on Back		

Suburban Mobility Authority for Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Employment Data																				
Report **ONLY** employees directly involved in the operation of your non-emergency transportation program. Including permanent, temporary, or part-time employees. Enter the appropriate figures in the spaces below relating to each employee's race and gender.																				
Job Classification	**Total**				**Race**															
							Minority													
					White		**African American**		**Hispanic**		**Asian**		**Pacific Islander**		**American Indian**		**Multi Race**			
	Employees	**Male**	**Female**	**Minority**	**Male**	**Female**	**Male**	**Female**	**Male**	**Female**	**Male**	**Female**	**Male**	**Female**	**Male**	**Female**	**Male**	**Female**		
Officials/Managers																				
Professionals																				
Technicians																				
Office and Clerical Staff																				
Craftsmen (Skilled)																				
Operators (Semi-Skilled)																				
Laborers (Unskilled)																				
Service Workers																				
Journey Workers																				
Apprentices																				
Total																				

Certification

How was this information obtained? Visual Survey: Yes ☐ No ☐ Employment Records: Yes ☐ No ☐

Name of Authorizing Official (Print): Title:

Signature: Date:

Contact person for report: Title:

Telephone: Ext: Email:

CITY OF NOVI CITY COUNCIL
JUNE 23, 2025

SUBJECT: Enter Executive Session immediately following the regular meeting of June 23, 2025, in the Council Annex for the purpose of discussing City Manager and City Assessor Performance Evaluations, property acquisition, and for confidential written correspondence from the City Attorney.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

RECOMMENDED ACTION: Enter Executive Session immediately following the regular meeting of June 23, 2025, in the Council Annex for the purpose of discussing City Manager and City Assessor Performance Evaluations, property acquisition, and for confidential written correspondence from the City Attorney.

CITY OF NOVI CITY COUNCIL
JUNE 23, 2025

SUBJECT: Approval of claims and warrants – Warrant 1182

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, #1182 comes before City council for approval.

RECOMMENDED ACTION: Approval of claims and warrants – Warrant 1182

CITY OF NOVI
Warrant 1182
Monday, June 23, 2025

Check	Vendor Name	Description	Amount	
197274	AMAZON	LIBRARY BOOKS	2,405.37	
197275	BORIEO, SANDRA	PROFESSIONAL SERVICES	2,340.00	
197276	CHADWICK, COREY	REIMBURSE TRAVEL	2,110.00	
197277	COMCAST BUSINESS	ACCOUNT 8529 10 122 0469861	182.95	
197278	CONOLLY, BRIAN	REIMBURSE TRAVEL EXPENSES	1,317.10	
197279	GAVIN, NEIL	REIMBURSE TRAVEL	2,125.00	
197280	INZANO, GABRIELLE	REIMBURSE TRAVEL EXPENSES	2,110.00	
197281	JACKSON, SHERITA	REIMBURSE TRAVEL EXPENSES	2,475.20	
197282	KAHANEC, SHAUN	REIMBURSE TRAVEL EXPENSES	2,255.60	
197283	KRESSIEIN, JACOB	REIMBURSE TRAVEL EXPENSES	93.60	
197284	KUIACK, MATT	REIMBURSE TRAVEL EXPENSES	2,110.00	
197285	STODOLA, EMILY	REIMBURSE TRAVEL EXPENSES	2,489.30	
197286	TRANSUNION RISK AND ALTERNATIVE	ACCOUNT 2556421 INVOICE 2556421-202504-	1,080.00	
197287	WEX BANK	ACCOUNT 0496-00-893440-8 INVOICE 104675	10.00	
197288 - 197331	DTE ENERGY	ELECTRICITY	46,528.63	
197332	COMCAST BUSINESS	ACCOUNT 8529 10 122 0469861	182.95	
197333	FITZGERALD WOODSHOP LLC	INVOICE 97	450.00	
197334	FORTIS GROUP, LLC	INVOICE 2334	1,350.00	
197335	HUGHETT, KIM	REIMBURSE TRAVEL EXPENSES	297.28	
197336	PLANTZ, CONNER	REIMBURSE TRAVEL EXPENSES	273.12	
197337	RILEY, KEEGAN	REIMBURSE TRAVEL EXPENSES	287.20	
197338	VERIZON WIRELESS	ACCOUNT 242662063-00001 INVOICE 6112347	40.01	
197339	CONSUMERS ENERGY	HEAT	182.51	
197340	CONSUMERS ENERGY	HEAT	28.07	
197341	CONSUMERS ENERGY	HEAT	133.32	
197342 - 197356	DTE ENERGY	ELECTRICITY	11,149.94	
197357	DTE ENERGY	STREET LIGHTING	20,938.61	
197358	SOUTHWEST ENFORCEMENT TEAM	REIMBURSE SWET INVOICE 551-657513	5,073.25	
197359	123NET	BLDG. BOND REFUND (ESCROW)	1,500.00	
197360	123NET	BLDG. BOND REFUND (ESCROW)	1,500.00	
197361	1ST AYD CORPORATION	OPERATING SUPPLIES	430.93	
197362	4 IMPRINT INC	SUPPLIES	3,260.22	
197363	A AND R PLUMBING LLC	SPLASH PAD SUPPLIES	7,991.27	
197364	ACCUFORM PRINTING & GRAPHICS INC	OPERATING SUPPLIES	4,178.20	
197365	ADVANCE AUTO PARTS	VEHICLE MAINTENANCE	330.74	
197366	ADVENTURE WINDOW CLEANING	BUILDING MAINTENANCE	2,100.00	
197367	AECOM GREAT LAKES, INC	CE SRVS: 13 MILE/ NOVI WATER MAIN VALVE	133,928.61	
197368	AIRGAS USA, LLC	OPERATING SUPPLIES	123.72	
197369	AJAX PAVING INDUSTRIES INC	ROUTINE MAINTENANCE	362,990.81	
197370	ALLIANCE HEALTH AND LIFE	EMPLOYEE INSURANCE	14,960.00	
197371	ALLIE BROTHERS INC	SUPPLIES UNIFORMS	16,270.23	
197372	ALTECH DOORS LLC	BUILDING MAINTENANCE	327.00	
197373 - 197375	AMAZON	LIBRARY BOOKS	3,725.15	
197376	AMERICAN GENERATORS SALES AND	BUILDING MAINTENANCE	2,274.00	
197377	AMERICAN HEART ASSOCIATION INC.	CONFERENCE	1,514.75	
197378	APEX SOFTWARE	INTERNAL TECHNOLOGY	1,350.00	
197379	APPLICANTPRO	PROFESSIONAL SERVICES	693.00	
197380	APPLIED INNOVATION	INTERNAL TECHNOLOGY	213.76	
197381	ARC	OPERATING SUPPLIES	201.94	
197382	ASCENSION MICHIGAN EMPLOYER	MEDICAL SERVICE	2,059.00	
197383	ASCENSION PROVIDENCE HOSPITAL	OPERATING SUPPLIES	305.00	
197384	ATA NATIONAL TITLE GROUP, LLC	BECK RD WIDEN	1,700.00	
197385	B & B LANDSCAPING	ROUTINE MAINTENANCE	35,119.25	
197386	VOID		-	V
197387	B&M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,500.00	
197388	B&M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,000.00	
197389	B&M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,500.00	
197390	B&M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,500.00	
197391	BAETENS, SCOTT	PER DIEM MACP SUMMER CONFERENCE	238.00	
197392	BAKER & TAYLOR, LLC	AUDIO VISUAL MATERIALS	301.26	

197393	BALANCE FIT NOVI LLC	OLDER ADULTS FITNESS	259.20
197394	BATTERIES PLUS BULBS	LIFT STATION MAINTENANCE	46.95
197395	VOID		-
197396	BELLE TIRE	VEHICLE MAINTENANCE	2,933.82
197397	BENITO'S CAFE	WATER LINE MAINTENANCE	168.32
197398	BERKSETH, SCOTT	REIMBURSEMENT CPSE CONFERENCE EXPENSES	324.54
197399	BERTIN, KENNETH M.	ADULT SOFTBALL	300.00
197400	BEYER, TODD A.	TENNIS	7,925.00
197401	BIG BORE SIGNS, LLC	MAILBOS REPAIRS	2,915.00
197402	BLOUGH, KERI	PER DIEM IMAGIN CONFERENCE	62.00
197403	BOOT BARN HOLDINGS	SUPPLIES UNIFORMS	165.70
197404	BRENCAL CONTRACTORS INC	CONSTRUCT: DPW SALT DOME REPLACEMENT	396,919.97
197405	BRIEN'S SERVICES INC	GROUNDS MAINTENANCE	2,255.00
197406	BRODART CO.	LIBRARY BOOKS LENDING	4,083.19
197407	BSN SPORTS INC.	ADULT SOFTBALL	1,148.86
197408	CADILLAC ASPHALT LLC	ROUTINE MAINTENANCE	180.81
197409	CAMBRIDGE OF NOVI LLC	BD Payment Refund	1,587.50
197410	CAMBRIDGE OF NOVI, LLC	BLDG. BOND REFUND (ESCROW)	1,000.00
197411	CAMBRIDGE OF NOVI, LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
197412	CAMFIL USA, INC.	INDOOR GUN RANGE	99.00
197413	CANON FINANCIAL SERVICES INC	EQUIPMENT RENTAL/LEASE	3,809.42
197414	CARDENAS, VICTOR	REIMBURSE AIRFARE	2,681.71
197415	CARPET WORKROOM INC, THE	FLOOR REPLACE	10,163.05
197416	CASH SOD FARM	WATER LINE MAINTENANCE	120.00
197417	CASPER CORPORATION, THE	BUILDING MAINTENANCE	1,319.62
197418	CDW GOVERNMENT LLC	OFFICE SUPPLIES	95,429.35
197419	CHILTON, KIMBERLY S.	OLDER ADULTS FITNESS	3,326.40
197420	CINTAS CORP	SUPPLIES UNIFORMS	1,788.53
197421	CISLO TITLE COMPANY	UB REFUND FOR 45831 SHEFFIELD	111.90
197422	VOID		-
197423 - 197443	CONSUMERS ENERGY	HEAT	7,473.49
197444	CORRIGAN RECORD STORAGE LLC	RECORDS STORAGE	2,491.59
197445	COSTAR REALTY INFORMATION INC	INTERNAL TECHNOLOGY	2,003.72
197446	COSTELLA, BRIAN	PER DIEM MACEO CONFERENCE	128.00
197447	COUGAR SALES & RENTAL INC	OPERATING SUPPLIES	29.29
197448	COVERT MOBILE VETERINARY CARE	OPERATING SUPPLIES	382.00
197449	CRANDALL-WORTHINGTON INC	COMMUNITY CENTER	4,162.40
197450	D AND D WATER AND SEWER INC	WATER SERVICE INSTALLATIONS	17,987.82
197451	DALTON COMMERCIAL CLEANING CORP	BUILDING MAINTENANCE	550.00
197452	DELL MARKETING L.P.	OUTSIDE DATA PROCESSING	18,666.67
197453	DEMCO INC.	OPERATING SUPPLIES	75.35
197454	DEWOLF & ASSOCIATES	EDUCATION AND TRAINING	845.00
197455	DJC Landscape Services LLC	BLDG. BOND REFUND (ESCROW)	500.00
197456	DPT SPORTS PERFORMANCE	SPORTS CAMPS	961.20
197457 - 197463	DRN & ASSOCIATES, ARCHITECTS, PC	PROFESSIONAL SERVICES	9,850.00
197464	DTE ENERGY	ELECTRICITY	21.58
197465	DTE ENERGY	ELECTRICITY	17.65
197466	EGANIX, INC	FOG (FATS, OILS, & GREASE) PREVENTION PR	2,650.00
197467	ELLSWORTH INDUSTRIES INC.	ROUTINE MAINTENANCE	26,349.00
197468	EMPIRE PRINTING, LLC	CAMP LAKESHORE	3,615.10
197469	ERICKSON, CHELSEA	DANCE PROGRAMS	4,790.20
197470	ETNA SUPPLY	WATER METERS	9,825.00
197471	FARKAS, JULIE	PETTY CASH	38.62
197472	FARKAS, JULIE	REIMBURSEMENT	369.60
197473	FELDMAN CHEVROLET OF NOVI	VEHICLE MAINTENANCE	278.51
197474	FENDT BUILDERS SUPPLY, INC	STORM SEWER MAINTENANCE	1,103.31
197475	FERGUSON WATERWORKS #3386	WATER METERS	15,622.80
197476	FIRE MODULES LLC	OUTSIDE DATA PROCESSING	360.00
197477	FISCHER, JUSTIN	REIMBURSE AIRFARE	2,681.71
197478	FISHER, SANDRA	DME LC SUPPLY PURCHASES	70.00
197479	FLETCHER, SARAH	PER DIEM CONFERENCE	128.00
197480	FUN TIME SPORTS LLC	SPORTS CAMPS	3,000.00
197481	G2 CONSULTING GROUP, LLC.	MATERIAL TESTING: 2025 NEIGHBORHOOD ROAD	19,187.56
197482	GANNETT MICHIGAN LOCALIQ	PRINTING AND PUBLISHING	1,174.57
197483	GARTHA, JONATHON	PER DIEM IMAGIN CONFERENCE	62.00
197484	GARTHA, JONATHON	MILEAGE REIMBURSEMENT	168.00
197485	GARY'S CATERING INC	PRISONER MEALS	50.00
197486	GDI SERVICES INC	CUSTODIAL SERVICES	29,372.00

197487	GORDON FOOD SERVICE PAYMENT PROC.	SPRING INTO NOVI	54.94	
197488	GRAINGER INC, W W	SEWER LINE MAINTENANCE	3,205.84	
197489	GRAVES, CHERYL	REFUND PARKS	10.00	
197490	GREAT AMERICA FINANCIAL SERVICES	OPERATING SUPPLIES	25.79	
197491	GREAT LAKES ACE	OPERATING SUPPLIES	88.17	
197492	GREAT LAKES POWER & LIGHTING INC.	BUILDING MAINTENANCE	3,366.81	
197493	GREAT LAKES PROFILES, INC.	PRE EMPLOYMENT TESTING	160.00	
197494	GREAT LAKES WATER AUTHORITY	WATER PURCHASES	743,449.60	
197495	HALL, ALAN	CONFERENCE REIMBURSEMENT	40.90	
197496	HALT FIRE,INC.	VEHICLE MAINTENANCE	802.25	
197497	HANSON RENAISSANCE COURT REPORTERS	BECK RD WIDEN	765.00	
197498	HARTFORD, THE	EMPLOYEE INSURANCE	10,578.59	
197499	HASTINGS AIR-ENERGY CONTROL	VEHICLE MAINTENANCE	1,912.00	
197500	HEALEY FIRE PROTECTION INC.	BUILDING MAINTENANCE	8,116.00	
197501	HOLBROOK'S ROOFING CO., INC.	BUILDING MAINTENANCE	385.00	
197502	HOME DEPOT	BUILDING MAINTENANCE	58.67	
197503	HOME DEPOT CREDIT SERVICES	BEAUTIFICATION COMMISSION	2,633.34	
197504	VOID		-	V
197505	HTH COMMUNICATIONS LLC	BLDG. BOND REFUND (ESCROW)	1,500.00	
197506	IMAGAMERICA	POLICE LEADERSHIP YOUTH ACADEMY	1,403.00	
197507	IMAGE 360 - NOVI	OPERATING SUPPLIES	64.00	
197508	IMPERIAL DADE	BUILDING MAINTENANCE	246.36	
197509	IMS INFRASTRUCTURE MGMT SERVICES	SIDEWALK CONDITION ANALYSIS: NEIGHBORHOOD	46,554.60	
197510	VOID		-	
197511	JACK DOHENY SUPPLIES INC	SEWER LINE MAINTENANCE	458.00	
197512	JACKSON, NOAH	TUITION REIMBURSEMENT	176.46	
197513	JH CORPORATION	SIGNING SUPPLIES	1,024.24	
197514	JK LOCKSMITH CO LLC	BUILDING MAINTENANCE	25.40	
197515	JOHN'S SANITATION SERVICE	SPORTS CAMPS	3,875.50	
197516	JOHNSON, RONALD DEAN	ADULT SOFTBALL	960.00	
197517	KBK LANDSCAPING, INC.	GROUNDS MAINTENANCE	20,195.00	
197518	KIMBALL MIDWEST	OPERATING SUPPLIES	1,696.63	
197519	KINOKUNIYA BOOK STORES OF AMERICA	COLLECTIONS/MATERIALS EXPENSE	539.58	
197520	KNIGHT TECHNOLOGY GROUP, INC	COMPUTER SUPPLIES	1,365.00	
197521	LABSOURCE INC	OPERATING SUPPLIES	268.14	
197522	LANGUAGE LINE SERVICES	EMERGENCY COMMUNICATION SERVICE	637.89	
197523	LEISURE UNLIMITED LLC	SPORTS CAMPS	1,134.00	
197524	LIMB WALKERS TREE & SNOW	FORESTRY MAINTENANCE	1,815.00	
197525	LOKAR, IRIS J.	OLDER ADULT FITNESS	540.00	
197526	LONG MECHANICAL, INC.	HVAC REPLACEMENT	28,358.10	
197527	LOOMIS	ARMORED CAR SERVICES	678.57	
197528	LYNGSOE SYSTEMS INC	AUTOMATED RETURN SYSTEM	29,647.80	
197529	M-2 AUTO PARTS, INC.	OPERATING SUPPLIES	871.85	
197530	MACQUEEN EMERGENCY	SUPPLIES UNIFORMS	659.56	
197531	MALINOWSKI, JUDITH M.	MEDICAL SERVICE	500.00	
197532	MAMOLA, LEE	OLDER ADULTS FITNESS	700.00	
197533	MARTINEZ, DEBORAH	PER DIEM MACEO CONFERENCE	128.00	
197534	MCBETH, BARBARA	PER DIEM NPC25 CONFERENCE AND EXPENSES	1,820.08	
197535	MCKENNA ASSOCIATES INC	BUILDING, TRADE, & PLAN SERVICES	838.00	
197536	MEADOWBROOK ART CENTER	EMPLOYEE RECOGNITION	543.76	
197537	MEADOWBROOK SHOPPING CENTER	BLDG. BOND REFUND (ESCROW)	2,000.00	
197538	MEDIC COMMUNICATIONS INC	BLDG. BOND REFUND (ESCROW)	5,000.00	
197539	MEDLINE INDUSTRIES, LP	CUSTODIAL SUPPLIES	1,015.10	
197540	MEDSTAR INC	OPERATING SUPPLIES	450.00	
197541	MERJENT, INC	PROFESSIONAL SERVICES	500.00	
197542	MERRITT CIESLAK DESIGN, PLC	MAIN ENTRANCE DESIGN	1,700.00	
197543	MES SERVICE COMPANY LLC	BUILDING MAINTENANCE	1,414.99	
197544	VOID		-	
197545	MICHIGAN AUTOMATIC SPRINKLER INC	PARK BUILDING MAINTENANCE	3,520.00	
197546	MICHIGAN AVIAN EXPERIENCE	SIZZLING SUMMER	400.00	
197547	MICHIGAN GRAPHICS & AWARDS	EMPLOYEE RECOGNITION	740.00	
197548	MICHIGAN LINEN SERVICE, INC.	BUILDING MAINTENANCE	2,504.25	
197549	MICHIGAN MUNICIPAL LEAGUE	WORKERS COMPENSATION	47,169.00	
197550	MICHIGAN RECREATIONAL CONSTRUCTION	SPLASH PAD SUPPLIES	1,850.00	
197551	MICHIGAN RUNNING FOUNDATION	SPORTS CAMPS	1,055.60	
197552	MIDWEST TAPE, LLC	AUDIO VISUAL MATERIALS	1,685.86	
197553	VOID		-	V
197554	MISSION COMMUNICATIONS, LLC	LIFT STATION MAINTENANCE	4,020.00	

197555	MOBILE COMMUNICATIONS AMERICA INC	RADIO MAINTENANCE	9,749.01
197556	MOTOROLA SOLUTIONS INC	RADIO MAINTENANCE	274.78
197557	NEXT GENERATION CONSULTING, INC.	CONFERENCE	14,443.11
197558	NICE, KIM	REIMBURSEMENT	90.24
197559	NORTHSTAR MAT SERVICE	BUILDING MAINTENANCE	209.13
197560	NORTHVILLE LOCKSMITH INC., THE	OPERATING SUPPLIES	106.50
197561	NOVAK, ANDREA	ART EXHIBITS	123.75
197562	NOVI COMMUNITY SCHOOLS	CHORALAIRES	823.00
197563	NOVI WATER DEPARTMENT	WATER AND SEWER	1,139.53
197564	NOVI, CITY OF	CITY'S SHARE OF FEES COLLECTED	260.00
197565	O'REILLY AUTO PARTS	OPERATING SUPPLIES	393.50
197566	OAKLAND COUNTY REGISTER OF DEEDS	AUDI - WSE	30.00
197567	OAKLAND COUNTY REGISTER OF DEEDS	DISCHARGE CLAIM OF INTEREST	30.00
197568	OAKLAND COUNTY TREASURER	PROPERTY TAX REVENUE	20,371.48
197569	OAKLAND COUNTY TREASURERS	ELECTION SUPPLIES	869,654.68
197570	OAKLAND COUNTY WATER RESOURCES	OCDC PERMIT FEE	200.00
197571	OCCUPATIONAL HEALTH CENTERS OF	MEDICAL SERVICE	233.00
197572	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	514.88
197573	OHD, LLLP	RESPIRATOR FIT TESTER - QUOTE 20250521-0	9,475.00
197574	ORCHARD, HILTZ & MC CLIMENT	PROFESSIONAL SERVICES	104,829.34
197575	ORKIN	CONTRACTUAL SERVICES	781.00
197576	OVERDRIVE, INC.	ELECTRONIC MEDIA	538.21
197577	PARAGON LABORATORIES, INC.	WATER LINE MAINTENANCE	75.00
197578	PARNELL, DAMON	PER DIEM CONFERENCE	208.00
197579	PENNDORF, SEAN	REIMBURSEMENT	24.84
197580	PEOPLE'S EXPRESS	OLDER ADULTS TRANSPORTATION	5,542.00
197581	PERFECT CLEANERS OF DETROIT, INC	SUPPLIES UNIFORMS	990.90
197582	PHOENIX SAFETY OUTFITTERS	SUPPLIES UNIFORMS	225.00
197583	PINE RIVER GROUP	SUPPLIES	3,170.40
197584	PLANTE & MORAN REALPOINT, LLC	SPECIAL PROJECTS	20,020.86
197585	POSTMASTER	POSTAGE	3,300.00
197586	POWER ENGINEERS INC.	INTERNAL TECHNOLOGY	20,000.00
197587	PRECISE MRM LLC	INTERNAL TECHNOLOGY COMM DEVEOP	3,542.00
197588	PRESSURE VESSEL TESTING	VEHICLE MAINTENANCE	2,296.00
197589	PRIORITY ONE EMERGENCY	VEHICLE MAINTENANCE	395.00
197590	PRIORITY WASTE LLC	RUBBISH MONTHLY	183,524.79
197591	PRO-LINE ASPHALT PAVING	CONSTRUCT: 2025 NEIGHBORHOOD ROADS PROGR	644,951.57
197592	PROSCREENING, LLC	PROFESSIONAL SERVICES	1,555.65
197593	QUALITY FIRST AID & SAFETY, INC.	OPERATING SUPPLIES	480.49
197594	QUILL CORPORATION	OFFICE SUPPLIES	165.33
197595	R & R FIRE TRUCK REPAIR INC	VEHICLE MAINTENANCE	4,510.83
197596	REASON CONSULTING CORPORATION	PERSONLA PROPERTY AUDITOR	6,666.00
197597	RED WING SHOE STORE	SUPPLIES UNIFORMS	1,580.93
197598	REEFER PETERBILT	VEHICLE MAINTENANCE	524.29
197599	RESOURCE RECOVERY AND RECYCLING	RECYCLING CENTER	3,844.00
197600	RHINO SEED & LANDSCAPE	WATER LINE MAINTENANCE	2,024.10
197601	RILEY, BRIAN	PER DIEM MACEO CONFERENCE	128.00
197602	RKA PETROLEUM COS., INC	GASOLINE AND OIL	13,716.75
197603	ROAD COMMISSION FOR OAKLAND COUNTY	TRAFFIC SERVICES	4,604.07
197604	ROGUE INDUSTRIAL SERVICES LLC	SANITARY MAINTENANCE	163,508.50
197605 - 197607	ROSATI, SCHULTZ, JOPPICH &	LEGAL FEES	56,568.10
197608	ROSS, MICHAEL	ADULT SOFTBALL	180.00
197609	ROYAL TRUCK & TRAILER SALES & SVC	OPERATING SUPPLIES	138.46
197610	RYL FLEXIBILTY THERAPIES LLC	OLDER ADULTS MASSAGE	1,226.00
197611	SAM'S CLUB DIRECT	BEAUTIFICATION COMMISSION	102.90
197612	SAVIN LAKE SERVICES, INC.	WALLED LAKE BOARD	27,702.00
197613	SCHOOLCRAFT COLLEGE	EDUCATION AND TRAINING	1,275.00
197614	SCOTT, IV FRED N. & BRITTANY J.	BLDG. BOND REFUND (ESCROW)	500.00
197615	SECREST,WARDLE,LYNCH,HAMPTON,	WALLED LAKE BOARD	52.00
197616	SHAIEB, ELIZABETH A.	OLDER ADULTS FITNESS	1,270.80
197617	SHANAHAN, DIANA	TUITION REIMBURSEMENT	301.88
197618	SIMON, STACEY	BOOT REIMBURSEMENT	100.00
197619	SITEONE LANDSCAPE SUPPLY, LLC	GROUNDS MAINTENANCE	758.54
197620	SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES	1,386.61
197621	SOVEL'S SERVICE CENTER	VEHICLE MAINTENANCE	717.07
197622 - 197645	SPALDING DE DECKER	PROFESSIONAL SERVICES	65,438.72
197646	SPRAY-PATCH ROAD REPAIR, LLC	ROUTINE MAINTENANCE	227,700.00
197647	SQUEAKY SHINE CAR WASH	VEHICLE MAINTENANCE	640.00

197648	STALKER RADAR	EQUIPMENT MAINTENANCE	855.00
197649	STATE OF MICHIGAN	OUTSIDE DATA PROCESSING	648.00
197650	STAYLER, SIDNEY	PAYROLL DEPOSIT	25.00
197651	SUBURBAN LANDSCAPE SUPPLY	WATER LINE MAINTENANCE	1,586.00
197652	SUTTLE ENTERPRISES LLC	PROFESSIONAL SERVICES	3,600.00
197653	SWEENEY, ANGIE	REFUND PARKS	10.00
197654	SYSTEMP CORPORATION	VILLA BARR PROPERTY	9,614.02
197655	T-MOBILE USA, INC	TELEPHONE	1,047.54
197656	TAYLOR H2O WORX LLC	WATER METERS	562.40
197657	TEAM D3	INTERNAL TECHNOLOGY DPS	403.33
197658	TELNET WORLDWIDE INC.	TELEPHONE	1,038.62
197659	TEXTME, INCORPORATED	OPERATING SUPPLIES	75.00
197660	THEISEN, MARK	REIMBURSEMENT BEE HIVES	300.00
197661	THOMSON REUTERS - WEST	SUPPLIES	1,106.94
197662	TOLL NORTHEAST V CORP	BLDG. BOND REFUND (ESCROW)	5,000.00
197663	TOLL NORTHEAST V CORP	BLDG. BOND REFUND (ESCROW)	5,000.00
197664	TOLL NORTHEAST V CORP	BLDG. BOND REFUND (ESCROW)	1,000.00
197665	TOLL NORTHEAST V CORP	BLDG. BOND REFUND (ESCROW)	1,000.00
197666	TOLL NORTHEAST V CORP	BLDG. BOND REFUND (ESCROW)	5,000.00
197667	TOLL NORTHEAST V CORP	BLDG. BOND REFUND (ESCROW)	5,000.00
197668	TOLL NORTHEAST V CORP	BLDG. BOND REFUND (ESCROW)	1,000.00
197669	TOLL NORTHEAST V CORP	BLDG. BOND REFUND (ESCROW)	5,000.00
197670	TOLL NORTHEAST V CORP	BLDG. BOND REFUND (ESCROW)	5,000.00
197671	TOLL NORTHEAST V CORP	BLDG. BOND REFUND (ESCROW)	1,000.00
197672	TRACKER, A DIVISION OF C2, LLC.	PROFESSIONAL SERVICES	5,580.00
197673	TRAVELERS	INSURANCE DEDUCTIBLES	20,018.21
197674	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLE MAINTENANCE	2,526.46
197675	TSUSHIMA, AYUMI	DANCE PROGRAMS	1,027.20
197676	TUMBLEBUNNIES GYMNASTICS INC	YOUTH PROGRAMS	1,740.00
197677	TURNOUT MANAGEMENT	UNIFORMS NEW RECRUITS	900.00
197678	TWELVE MILE CROSSING LLC	BLDG. BOND REFUND (ESCROW)	1,600.00
197679	UCI	BLDG. BOND REFUND (ESCROW)	1,500.00
197680	UNIVERSITY OF DETROIT MERCY	LIBRARY BOOKS LENDING	60.00
197681	USA BLUEBOOK	WATER METERS	1,903.54
197682	VALBRIDGE PROPERTY ADVISORS	TAX TRIBUNAL APPRAISALS	10,000.00
197683	VARIPRO	FLEXIBLE SPENDING	7,166.66
197684	VARSITY LINCOLN, INC	VEHICLE MAINTENANCE	199.10
197685	VERCARA, LLC	INTERNAL TECHNOLOGY	6,336.00
197686	VERITACORP	BLDG. BOND REFUND (ESCROW)	1,500.00
197687	VERITACORP	BLDG. BOND REFUND (ESCROW)	1,000.00
197688	VOSS LIGHTING	BUILDING MAINTENANCE	240.00
197689	WALL, MICHAEL	MILEAGE	145.60
197690	WALL, MICHAEL	PER DIEM AND CONFERENCE EXPENSES	736.66
197691	WEINGARTZ SUPPLY CO INC	OPERATING SUPPLIES	41.98
197692	WILHELM, RAYMOND	REFUND PARKS	10.00
197693	WORLDVIEW TECHNOLOGIES GROUP	TELEPHONE MAINTENANCE	633.50
197694	YONO, JR JOSEPH	BLDG. BOND REFUND (ESCROW)	5,000.00
197695	ZINK, STEPHANIE	OLDER ADULTS FITNESS	396.00
197696	ZINSER, ERICK	PER DIEMS MACP SUMMER CONFERENCE	238.00
197697	ZIOZIOS, JAN	REIMBURSEMENT	38.94
197698	VOID		-
197699	OAKLAND COUNTY WATER RESOURCES	OCDC PERMIT FEE	200.00
197700	SUBURBAN LANDSCAPE SUPPLY	WATER LINE MAINTENANCE	208.00
EFT	FIFTH THIRD BANK P-CARD	MAY PURCHASES	112,812.29
	123.NET, INC.	FACILITES - Utilities - Telephone	4,081.19
	SQ OCAAO	ASSES: Con Ed	82.32
	ATT CONS PHONE PMT	FACILITES - Utilities - Telephone	6,151.20
	SSP LIVINGLEARNENRICH	CC: Living & Learning Event	1,800.00
	BENITO S CAFE	CC: meeting	42.38
	B2B PRIME NI2M59JF0	CD: Amazon mbrshp	77.90
	HUNTINGTON PL ROOF	CD: Conf Parking	25.00
	AMAZON RETA NW23P6LX1	CD: Office Supplies	107.94
	AMAZON MARK NZ7FK0ZP2	CD: Office Supplies	14.90
	AFP MACEO	CD: Training	250.00
	AFP MACEO	CD: Training	75.00
	RECIMI	CD: Training	45.00
	CENTURYLINK LUMEN	FACILITIES - Utilities - Cable	174.03
	B2B PRIME NI2M59JF0	CLK: Amazon mbrshp	77.90

PRINTING SYSTEMS INC	CLK: Election	2,337.86
USPS.COM CLICKNSHIP	CLK: Postage	16.80
USPS.COM CLICKNSHIP	CLK: Postage	8.40
USPS.COM CLICKNSHIP	CLK: Postage	16.80
USPS.COM CLICKNSHIP	CLK: Postage	25.20
USPS.COM CLICKNSHIP	CLK: Postage	8.40
USPS.COM CLICKNSHIP	CLK: Postage	8.40
USPS.COM CLICKNSHIP	CLK: Postage	8.40
USPS.COM CLICKNSHIP	CLK: Postage	8.40
USPS.COM CLICKNSHIP	CLK: Postage	8.40
USPS.COM CLICKNSHIP	CLK: Postage	16.80
USPS.COM CLICKNSHIP	CLK: Postage	8.40
USPS.COM CLICKNSHIP	CLK: Postage	8.40
USPS.COM CLICKNSHIP	CLK: Postage	8.40
USPS.COM CLICKNSHIP	CLK: Postage	8.40
USPS.COM CLICKNSHIP	CLK: Postage	16.80
USPS.COM CLICKNSHIP	CLK: Postage	16.80
USPS.COM CLICKNSHIP	CLK: Postage	8.40
USPS.COM CLICKNSHIP	CLK: Postage	16.80
USPS.COM CLICKNSHIP	CLK: Postage	16.80
USPS.COM CLICKNSHIP	CLK: Postage	16.80
USPS.COM CLICKNSHIP	CLK: Postage	8.40
USPS.COM CLICKNSHIP	CLK: Postage	8.40
USPS.COM CLICKNSHIP	CLK: Postage	8.40
USPS.COM CLICKNSHIP	CLK: Postage	16.80
B2B PRIME NI2M59JF0	CR: Amazon mbrshp	77.90
NOVI FINE WINE	CR: catering	150.00
TST BEYOND JUICE - NO	CR: catering	21.10
EZCATER BEYOND JUICERY	CR: catering	251.64
MOES ON TEN	CR: catering	1,295.70
EZCATER POTBELLY SANDW	CR: catering	120.60
QDOBA 2823 ONLINE	CR: catering	437.75
PANERA BREAD #600689 O	CR: catering	260.07
QDOBA 2823 ONLINE	CR: Catering Overcharge	(100.00)
GOOGLE GOOGLE ONE	CR: cloud storage	19.99
APPLE.COM/BILL	CR: cloud storage	2.99
EBAY O 08-13069-74501	CR: Council Chambers Crestron	29.50
EBAY O 08-13069-74502	CR: Council Crestron Repairs	39.98
GUERNSEY FARM RESTAURA	CR: Emp Recognition	23.96
BIG TOMMYS PARTHENON	CR: Emp Recognition	630.00
EIG CONSTANTCONTACT.C	CR: eNewsletter	405.00
AIRLINES PARKING	CR: GSMCON Conf	70.00
METRO AIRPORT PARKING	CR: GSMCON Conf	128.00
UBER TRIP	CR: GSMCON Conf	55.18
DELTA	CR: GSMCON Conf	35.00
DISNEY RESORTS	CR: GSMCON Conf	874.14
DISNEY RESORTS	CR: GSMCON Conf	582.76
DELTA	CR: GSMCON Conf	35.00
OAKLANDTHRIVE.ORG	CR: Oakland County EC Forecast	340.00
USPS PO 2569200376	CR: postage	18.90
QDOBA MEXICAN EATS #28	CR: Public Service Appreciation	91.98
QDOBA MEXICAN EATS #28	CR: Public Service Appreciation	127.33
QDOBA MEXICAN EATS #28	CR: Public Service Appreciation	100.63
QDOBA MEXICAN EATS #27	CR: Public Service Appreciation	100.63
GUERNSEY FARM RESTAURA	CR: Public Service Appreciation	224.42
QDOBA 2823 ONLINE	CR: Reunion Catering	1,416.32
ROCKSTARZ LIMOUSINE LL	CR: shuttle	629.41
ROCKSTARZ LIMOUSINE LL	CR: shuttle	515.00
X CORP. PAID FEATURES	CR: Social Media Subscription	84.00
AMAZON.COM N63JV4LD2	CR: Studio MISC	72.78
AMAZON MKTPL NZ0IZ2HW0	CR: supplies	37.83
AMAZON.COM NW8BM1LN0	CR: supplies	49.83
B2B PRIME NI2M59JF0	DPW: Amazon mbrshp	77.90
HILTON	DPW: APWA Tax Credit	(20.28)
HILTON	DPW: APWA Tax Credit	(20.28)
HILTON	DPW: APWA Tax Credit	(20.28)
HILTON	DPW: APWA Tax Credit	(30.42)
HILTON	DPW: APWA Tax Credit	(30.42)

HILTON	DPW: APWA Tax Credit	(20.28)
HILTON	DPW: APWA Tax Credit	(20.28)
CONST SW AND SESC PRD	DPW: Certification	95.00
CONST SW AND SESC PRD	DPW: Certification	95.00
COATS COMPANY	DPW: Equip Main	410.00
FUELCLOUD	DPW: Gas & Oil	150.00
SEC OF STATE ESERVICES	DPW: M&D	20.34
MICHIGAN NOTARY SERVIC	DPW: Notary Renewal	68.85
SAMSCLUB #6657	DPW: Oper Supplies	(3.60)
SAMSCLUB #6657	DPW: Oper Supplies	65.23
USPS.COM CLICKNSHIP	DPW: Oper Supplies	16.80
AMAZON MKTPL NZ1OX54M0	DPW: Oper Supplies	27.06
AMAZON MKTPL NW9AX6Y21	DPW: Oper Supplies	37.44
AMAZON MKTPL NW7SB2RT2	DPW: Oper Supplies	24.69
SAMSCLUB #6657	DPW: Oper Supplies	19.34
HILTON	DPW: snow conference	(20.28)
AMAZON.COM NN0SH0V71	DPW: Tool	29.69
DICK'S CLOTHING&SPORTI	DPW: Waders	179.99
BCY BACKCOUNTRY.COM	DPW: work boots	179.95
BCY BACKCOUNTRY.COM	DPW: work boots	134.95
BCY BACKCOUNTRY.COM	DPW: work boots	(179.95)
AMAZON MKTPL N20ZG5RZ0	ENG: Oper Supplies	29.98
B2B PRIME NI2M59JF0	FD: Amazon mbrshp	77.90
ACTIVE ASSAILANT CONF	FD: Conference	1,100.00
MEIJER EXPRESS 250	FD: Fuel	50.02
AMAZON MKTPL NI1MR28Z2	FD: Operating exepense	55.99
AMAZON MKTPL NN4TJ3NU2	FD: Operating expense	101.28
SAMSCLUB.COM	FD: Operating Expense	173.84
SENSIT TECHNOLOGIES	FD: Operating expense	136.60
AMAZON MKTPL NI76644O1	FD: Operating expense	220.50
AMAZON MKTPL NN1600O01	FD: Operating supplies	129.98
AMAZON MKTPL NZ2QK1X71	FD: Operating Supplies	19.18
AMAZON MKTPL NZ1IR7242	FD: Operating Supplies	270.48
AMAZON MKTPL NB32L8HB0	FD: Operating supplies	12.98
B2B PRIME NI2M59JF0	FIN: Amazon mbrshp	77.90
STATE OF MI MIDEAL	FIN: MiDeal	230.00
AMAZON.COM	FIN: misc	(569.00)
AMAZON MKTPL NZ69B3H01	FIN: Office Supplies	234.74
AMAZON MKTPL NI57H4QF1	FIN: Office Supplies	71.22
AMAZON.COM NW1LR2182	FIN: Office Supplies	125.95
AMAZON.COM NI4YD3MZ2	FIN: Office Supplies	24.99
AMAZON.COM NW1MQ6Z22	FIN: Parks Coffee	114.68
AMAZON RETA NB43D11Z1	FIN: supplies	11.49
AMAZON MKTPL NB6MN3491	FIN: supplies	30.75
AMAZON MKTPL NI1II0X50	FIN: Office Supplies	61.99
AMAZON MKTPL NN8UJ0DN1	FM: Custodial Supplies	134.55
AMAZON MKTPL NN0MN1PR0	FM: Custodial supplies	148.50
AMAZON MKTPL NI6L15T30	FM: Custodial Supplies	49.50
AMAZON MKTPL NI8WH2JM0	FM: Custodial supplies	89.94
AMAZON.COM NI1IH0171	FM: Office Supplies	18.18
AMAZON MKTPL NI8608XK2	FM: Office supplies	32.94
AMAZON MKTPL NI5BK1I10	FM: Operating Supplies	15.35
BESTBUYCOM807059765059	HIDTA	359.97
AMAZON MKTPL NW41939V1	HIDTA	1,017.54
AMAZON MARK NW7KQ16B1	HIDTA	563.21
AMAZON MKTPL NZ4I04E52	HIDTA	123.95
AMAZON MKTPL NW7B251V0	HIDTA	791.76
SPIRITUS SYSTEMS	HIDTA	530.20
EBERLESTOCK	HIDTA	2,108.64
DELTA	HR: Labor Conference	778.66
ALLIANZ TRAVEL INS	HR: Labor Conference	56.45
GO LAW ENFORCEMENT LLC	HR: Police Officer Job Ad	280.00
QDOBA 2823 ONLINE	HR: Public Service Appreciation	1,754.80
KROGER #634	HR: Public Service Appreciation	560.00
SAMSCLUB.COM	HR: Public Service Appreciation	86.66
SAMSCLUB.COM	HR: Public Service Appreciation	113.56
AMAZON MKTPL NB27H4922	HR: Public Service Appreciation	9.99
AMAZON MKTPL N20UO2KW1	HR: Public Service Appreciation	6.77

PAYPAL MICHIGANPUB	HR: Staff Training	240.00
B2B PRIME NI2M59JF0	IS: Amazon mbrshp	77.90
TRIMBLE INNOVATE2025	IS: Conference	1,215.00
LINKEDINPREB 92535764	IS: Education	239.88
ESRI	IS: GIS Training	2,020.00
AMAZON MKTPL NW30787X1	IS: Hardware	25.00
AMAZON.COM NW6JP33P0	IS: Hardware	49.54
AMAZON WEB SERVICES	IS: Hosting Fee	0.16
WWW.VOLGISTICS.COM	IS: MAN - Volunteer Software	37.18
GMIS	IS: Membership	250.00
BC. BASECAMP 1613811	IS: Software	250.00
OTTER.AI	IS: Software	89.90
CRAINS DETROIT BUS	IS: Subscription	179.00
AMAZON.COM N691Z6JO2	IS: Supplies	59.99
AMAZON.COM NN4UW2HY1	IS: Supplies	50.12
AMAZON MKTPL NN8V085U1	IS: Supplies	159.95
SMARTSIGN	IS: Supplies	353.94
AMAZON.COM NZ6235CL0	IS: Supplies	19.99
AMAZON MKTPL NW9EI7R61	IS: Supplies	13.77
AMAZON MKTPL NW35R8HQ2	IS: Supplies	33.65
AMAZON.COM NI8YY0310	IS: Supplies	47.61
AMAZON.COM NB1XD12T1	IS: Supplies	5.39
AMAZON.COM NB1PU9CH1	IS: Supplies	35.96
AMAZON.COM N25ZS9IA0	IS: Supplies	30.32
GROUPMAP TECHNOLOGY	IT: Software Subscription	8.00
ADOBE ADOBE	LIB: Computer Software	659.88
ADOBE ADOBE	LIB: Computer Software Licence	29.99
TECHSOUP	LIB: Computer Software licensing	93.60
TECHSOUP	LIB: Computer software/Licensing	16.00
CLICK MART PIERSON ROA	LIB: Conference	41.40
ARBYS 0984	LIB: Conferences	13.03
SEABISCUIT CAFE & GROG	LIB: Conferences	52.00
MARATHON PETRO256354	LIB: Conferences	45.85
SP XTOOL STORE	LIB: iCube	5,395.05
USPS PO 2569200376	LIB: Postage	23.40
STAMPS.COM	LIB: Postage	20.99
USPS STAMPS ENDICIA	LIB: Postage	100.00
WM SUPERCENTER #5893	LIB: Program	35.77
WM SUPERCENTER #5893	LIB: Programming	7.27
FOX RUN CATERING	LIB: Programming Expense	1,000.00
ORIGINAL MURDICKS FUDG	LIB: Staff Recognition	39.95
KROGER #632	LIB: Staff Recognition	29.95
ZOOM.COM 888-799-9666	LIB: Telephone	479.69
D J WSJ	MGR: digital WSJ	38.99
DIAMOND JIM BRADY'S	MGR: Luncheon Meeting	73.42
OAKLAND PRESS	MGR: Newspaper Subscription	14.00
GANNETT MEDIA CO	MGR: Newspaper Subscription	19.99
AMAZON MARK N21JA49B1	MGR: Office Supplies	8.95
AMAZON RETA NB95C0UF2	MGR: Office Supplies	12.94
BLOOMBERG B24293107	MGR: Periodical Subsciption	180.00
B2B PRIME NI2M59JF0	OAS: Amazon mbrshp	77.90
HOMEDEPOT.COM	OAS: Loan Closet Supplies	48.94
HOMEDEPOT.COM	OAS: Loan Closet Supplies	34.63
HOMEDEPOT.COM	OAS: Loan Closet Supplies	39.96
FACEBK ATN63T8YK2	OAS: operating expense	2.00
FACEBK BS6SKQ4ZK2	OAS: operating expenses	7.00
FACEBK 3JR89SQYK2	OAS: operating expenses	2.00
PODS	OAS: operating expenses	84.50
MISSION BBQ NORTHVILLE	OAS: program expenses	2,478.00
B2B PRIME NI2M59JF0	PD: Amazon mbrshp	77.90
SPI DIRECTV SERVICE	PD: Cable	40.00
BENITO S CAFE	PD: Community	262.87
LERMAINC.ORG	PD: Conference	165.00
LERMAINC.ORG	PD: Conference	165.00
APCO INTERNATIONAL INC	PD: Conference	690.00
DELTA	PD: Conference	828.36
DELTA	PD: Conference	828.36
DELTA	PD: Conference	828.36

AMAZON MARK NZ5K429Y1	PD: Dispatch	118.35
LERMAINC.ORG	PD: Dues	75.00
THEIACP	PD: Dues	1,225.00
NOTARY PUBLIC UNDERWRI	PD: Dues	88.95
FEDEX491010324	PD: FedEx	3.53
FEDEX490835504	PD: FedEx	14.53
FEDEX490601231	PD: FedEx	16.95
FEDEX488921351	PD: FedEx	16.95
MARATHON PETRO274530	PD: Fuel	41.28
SPEEDWAY 44251	PD: Fuel	32.13
EXXON MUGG & BOPPS 6	PD: Fuel	33.17
LEES FAMOUS RECIPE CHI	PD: Hosted Meeting	220.50
KALAHARI RESORT- OH	PD: Lodging	457.96
KALAHARI RESORT- OH	PD: Lodging	457.96
METROPOLIS PARKING	PD: Meeting	10.99
AMAZON MKTPL NN7AT6DN1	PD: Operating expense	201.82
AMAZON.COM NN4MS55V1	PD: Operating Expense	296.75
AMAZON.COM NN7PK20B1	PD: Operating expense	35.32
AMAZON MKTPL NN0401EZ1	PD: Operating Expense	16.69
AMAZON.COM NN2IU5NO0	PD: Operating Expense	56.54
HSGI, COMP TAC	PD: Operating expense	73.58
BAUDVILLE INC.	PD: Operating expense	52.68
SP ZERO9 SOLUTIONS LLC	PD: Operating Expense	51.99
BIG TOMMY'S PARTHENON	PD: Operating Expense	768.00
GALLS	PD: Operating Expense	174.99
KIESLER	PD: Operating Expense	2,727.00
AMAZON MKTPL NI5UX4XH0	PD: Operating Expense	176.32
KIESLER	PD: Operating Expense	580.40
EDGE EYEWEAR	PD: Operating Expense	366.80
AMAZON MKTPL NW5LW5J22	PD: Operating Expense	57.83
AMAZON MKTPL NW38F2ZA2	PD: Operating expense	37.28
AMAZON MKTPL NB3Y84Y80	PD: Operating expense	15.49
MICHIGAN ASSOC OF CHIE	PD: Operating Expense	25.00
AMAZON.COM N20TZ0SQ0	PD: Operating Expense	107.96
PY NATIONAL ASSOCIATI	PD: Operating Expense	525.00
KIESLER	PD: Operating Expense	1,332.40
SP FIRST TACTICAL	PD: Operating supplies	229.98
AMAZON MKTPL NW1CT1TH0	PD: Operating supplies	321.00
AMAZON MKTPL NW0XK1U12	PD: Operating supplies	19.99
AMAZON MKTPL NW72J7LG2	PD: Operating supplies	5.98
AMAZON MKTPL NB6CH5CV0	PD: Operating supplies	202.69
AMAZON.COM N20HA59A0	PD: Operating Supplies	15.84
BENITO S CAFE	PD: Recognition	155.93
BENITO S CAFE	PD: Recognition	247.89
BENITO S CAFE	PD: Recognition	155.93
BENITO S CAFE	PD: Recognition	247.89
AMAZON MARK N63490AX2	PD: Supplies	183.11
AMAZON MKTPL NN9G44GC0	PD: Supplies	20.80
PAPER DIRECT	PD: Supplies	235.45
AMAZON MKTPL NN8CX2JA1	PD: Supplies	30.68
SIRCHIE ACQUISITION CO	PD: Supplies	107.39
AMAZON MARK NZ78J9Z31	PD: Supplies	26.44
AMAZON RETA NW0TB8YF1	PD: Supplies	67.91
AMAZON MARK NW3TM59F0	PD: Supplies	15.79
AMAZON MARK NW8D15UO1	PD: Supplies	22.93
AMAZON RETA NW3MY1711	PD: Supplies	50.99
AMAZON MARK NI8B01OW0	PD: Supplies	54.08
AMAZON MARK NB7BV5WH0	PD: Supplies	126.99
PAPER DIRECT	PD: Supplies	163.96
GRACIE GLOBAL LLC	PD: Training	10,500.00
COATS COMPANY	PD: Veh Main	586.92
AMAZON RETA NN7U38JD1	PD: Youth Academy	47.46
AMAZON MKTPL NI2UU5XM0	PD; Operating expense	430.01
SMARTLINK	PM: Irrigation	330.00
AMAZON.COM NZ6WN92N0	PM: lunchroom supplies	40.29
AMAZON MKTPL NZ49K7XW0	PM: lunchroom supplies	52.62
AMAZON MKTPL NN54X43C2	PM: lunchroom supplies	59.65
JOHN M ELLSWORTH CO IN	PM: Veh Main	56.09

QLT MOTOR CITY SCUBA	PM: wetsuit rental	53.00
BCY BACKCOUNTRY.COM	PM: work boots	110.46
AMAZON MKTPL NB9ZL1G11	PD: Outside Data Processing	567.97
B2B PRIME NI2M59JF0	PRCS: Amazon mbrshp	77.90
AMAZON MKTPL NB1169S20	PRCS: art show labels	32.09
BENITO S CAFE	PRCS: cast party	242.70
AMAZON MKTPL NZ0OA0GE0	PRCS: clay for sizzling summer	120.00
SQ THE MEAN WEENIE, L	PRCS: Deposit	100.00
SAMSCLUB.COM	PRCS: Event Supplies	669.90
AMAZON MKTPL NN7YK4ZN2	PRCS: Event Supplies	12.34
HOBBY-LOBBY #645	PRCS: Event Supplies	16.95
AMAZON MARK NN6RQ6SE2	PRCS: First Aid Supplies	17.55
AMAZON MARK NN5BV5C81	PRCS: First Aid Supplies	13.97
AMAZON MKTPL NN5LF5U82	PRCS: magnets	6.83
AMAZON MKTPL NW4XA3J00	PRCS: Marketing	24.00
ALDI 67051	PRCS: Memorial Day	9.61
AMAZON MARK NZ4BT24Y1	PRCS: Memorial Day	9.99
AMAZON MARK NW7907A31	PRCS: Memorial Day	59.98
MPARKS	PRCS: mParks summit	79.00
AMAZON.COM N65XR2NQ2	PRCS: Office Supplies	12.97
CARRIAGE CLEANERS	PRCS: Operating supplies	20.00
AMAZON MKTPL NZ89W4JT0	PRCS: Opperating supplies	246.88
SAMSCLUB #6657	PRCS: Program Expense	(48.16)
SAMSCLUB.COM	PRCS: Program Expenses	507.50
AMAZON MARK NN12905D1	PRCS: Program Supplies	68.84
AMAZON MARK NN1AL5140	PRCS: Program Supplies	105.51
CANTON SOCCER CLUB/CUP	PRCS: Referee Fees	170.00
G2GCHARGE COM SERVICE	PRCS: Splash Pad Inspection Fee	4.00
OAKLAND COUNTY MI	PRCS: Splash Pad Inspection Fee	86.00
AMAZON MARK NN7BB8HI0	PRCS: Supplies	77.98
AMAZON MKTPL NZ3SK5WW2	PRCS: Supplies	89.28
AMAZON.COM NB9A62UD2	PRCS: Supplies	81.36
CJS PARTY RENTALS	PRCS: Tent/Chairs	1,061.25
KROGER #366	PRCS: villa barr tour snacks	29.65
MPARKS	PRCS: Workshop	(60.00)
MPARKS	PRCS: Workshop	60.00
SPECTRUM	FACILITES - Utilities - Telephone	9,001.20
AMAZON MKTPL NW5404TL0	Treas: Office Supplies	16.32
AMAZON MKTPL NW7GH0NS0	Treas: Office Supplies	8.39
AMAZON MKTPL NW0QQ34N1	Treas: Office Supplies	44.75
AMAZON.COM NZ7LB0F02	Treas: Office supplies	5.55
WHITLOCK BUSINESS SYST	Treas: Postage for utility bills	629.99
WHITLOCK BUSINESS SYST	Treas: Postage for utility stmnts	1,782.48
WHITLOCK BUSINESS SYST	Treas: Print Utility Bills	252.80
WHITLOCK BUSINESS SYST	Treas: Print utility notices	677.56
VZWRLSS APOCC VISB	FACILITES - Utilities - Telephone	10,237.46
MARRIOTT	W&S: conferences, workshops	519.24
UBER TRIP	W&S: conferences, workshops	28.90
UBER TRIP	W&S: conferences, workshops	5.00
UBER TRIP	W&S: conferences, workshops	23.05
OAKLAND COUNTY MI	W&S: mandatory water testing	108.00
G2GCHARGE COM SERVICE	W&S: mandatory water testing	5.50
EGLE DW TRAIN AND CERT	W&S: membership,dues	95.00
EGLE DW TRAIN AND CERT	W&S: memberships, dues	95.00
SAMSCLUB #6657	W&S: Oper Supplies	65.23

GRAND TOTAL **$ 5,198,708.16**

GENERAL FUND	101	773,532.36
MAJOR STREET FUND	202	772,597.00
LOCAL STREET FUND	203	702,912.74
MUNICIPAL STREET FUND	204	60,016.32
PARKS, REC & CULTURAL SVCS FUND	208	75,945.73
DRAIN FUND	211	453,773.93
TREE FUND	213	1,875.52
RUBBISH COLLECTION FUND	226	183,524.79
FORFEITURE FUND	262	382.00
LIBRARY FUND	271	51,468.33

LIBRARY CONTRIBUTION FUND	272	33,414.42
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
PEG CABLE - CAPITAL FUND	463	142.26
ICE ARENA FUND	570	28,358.10
SENIOR HOUSING FUND	574	190.18
WATER AND SEWER FUND	592	1,870,556.12
SELF INSURANCE - HEALTH CARE FUND	677	14,960.00
AGENCY FUND	701	138,164.32
MI HIDTA	725	34,454.66
GRAND TOTAL		**$ 5,198,708.16**