



CITY COUNCIL AGENDA

CITY OF NOVI
Regular City Council Meeting

October 06, 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

Great Lakes Water Authority (GLWA) Water Main Debrief

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. Consider selection of HED/BRW for Design and Engineering Services for the new Public Safety Facilities, subject to negotiation of an acceptable professional services agreement.
2. Consideration of approval to engage Shockey Consulting to facilitate the Novi 2050 planning process for \$156,000 as recommended by the Long-Range Strategic Planning Committee.

3. Consideration of approval to award the contract to People Driven Technology for Meadowbrook Commons security camera additions of \$32,866.

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

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

COMMITTEE REPORTS

1. Environmental Sustainability Committee - Councilmember Smith
2. Long-Range Strategic Planning Committee - Mayor Pro Tem Casey
3. Ordinance Review Committee - Mayor Fischer

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:
September 22, 2025 - Regular Meeting
- B. Consideration of request to transfer ownership of an existing Class C & SDM license from Luna Properties, LLC to DD Novi, LLC (dba Desi District), located at 42875 Grand River Ave, Suite 104, Novi, MI 48375.
- C. Approval of the 2025-2026 Winter Maintenance Agreement between the City of Novi and the Road Commission for Oakland County.
- D. Approval of a Storm Drainage Facility Maintenance Easement Agreement for three single-family Lombardo Homes located on the west side of Novi Road north of 9 Mile Road (parcels: 50-22-27-478-040, 041, and 042).
- E. Approval of Traffic Controls Order 25-24 through 25-31 for various regulatory signs for Hummingdale Boulevard and Hummingdale Circle within the Beacon Hill subdivision.
- E. Approve Resolution authorizing the filing of a Petition necessary to Convert Existing County Drain Facility in Novi, now known as the Walled Lake-Novı Water Resource Recovery Facility Sewage Disposal System, into a Chapter 20 Drain to be identified as Walled Lake-Novı Water Resource Recovery Facility Drain.
- G. Approval of claims and warrants – Warrant 1189

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
OCTOBER 6, 2025

SUBJECT: Consider selection of HED/BRW for Design and Engineering Services for the new Public Safety Facilities, subject to negotiation of an acceptable professional services agreement.

SUBMITTING DEPARTMENT: City Manager

FINANCIAL IMPACT

	FY 25/26	Total
EXPENDITURE REQUIRED	\$ 4,740,765	\$ 4,740,765
BUDGET		
1. 2025 Bond Proceeds	\$ 120,000,000	\$ 120,000,000
APPROPRIATION REQUIRED	\$	\$
FUND BALANCE IMPACT	\$ N/A	\$ N/A

KEY HIGHLIGHTS:

- Following the 9/22 Council Meeting, Plante Moran Realpoint (PMR) entered into discussions with the two top-rated firms regarding proposed contract terms
- The result of those discussions is a recommendation to proceed with HED/BRW under the terms and conditions of the attached draft agreements, to be finalized by the City Manager and City Attorney's office

BACKGROUND INFORMATION:

With the passage of the bond to finance Public Safety Facilities in August, in conjunction with the City's contract Owner's representative (PMR), the Administration assisted with interviewing four (4) firms that submitted proposals for architecture and engineering services for the new buildings. The firms suggested to be interviewed by PMR were:

- AECOM
- DLZ
- The Collaborative
- HED

Representatives from PMR, along with Chief Zinser, Chief Martin, Charles Boulard, and Victor Cardenas, all participated in the interviews. Based on the interviews and the performance by the four firms, two firms, HED/BRW and DLZ/Zimmerman, were suggested to appear before the Finance and Administration Committee on September 15th. Both firms showcased their vast experience and backgrounds in designing Public Safety facilities.

Based on the interviews and the action taken by the City Council at their September 22, 2025, meeting, PMR entered into discussions with HED/BRW and DLZ/Zimmerman. As a result of those discussions, PMR recommends that HED/BRW be approved as the firm to oversee the design for all buildings in the 2025 Public Safety Bond program. Their fee for all services is \$4,740,765, which includes a not-to-exceed amount of \$207,765 for reimbursable expenses. Expenses that fall into that category are:

- Travel Costs
- Permitting and Building Fees
- Renderings, physical models, mock-ups

HED is based in Royal Oak, with a staff made up of "architects, engineers, and planners working across the United States with diverse backgrounds, ideas, experiences, and expertise united by their mission of Advancing Your World."

RECOMMENDED ACTION: Approval of HED/BRW for Design and Engineering Services for the new Public Safety Facilities, subject to negotiation of an acceptable professional services agreement by PMR and the City Manager and City Attorney's offices and appropriate approval by the City.

October 2, 2025

Mr. Victor Cardenas
City Manager
City of Novi
45175 Ten Mile Rd.
Novi, Michigan 48375

via email: vcardenas@cityofnovi.org

RE: City of Novi Public Safety Bond Project – Architect/Engineer Recommendation

Dear Mr. Cardenas,

I am writing to update you on Plante Moran Realpoint's (PMR) progress in our engagement to assist and advise the City of Novi (CoN) in selecting an Architect/Engineer (A/E) firm for the CoN Public Safety Project (Project). Together, the CoN Selection Advisory Group - consisting of CoN city staff ("Advisory Group") - the CoN Finance and Administration Committee ("FAC") - consisting of the Mayor and two City Council members - PMR and CoN legal counsel have presented a framework in order to identify, evaluate, and recommend a firm for this Project.

SELECTION PROCESS

This letter summarizes the results of the evaluation process for A/E proposals and interviews conducted by the Advisory Group and FAC in accordance with our engagement agreement.

On July 15, 2025, RFP documents were formally issued to seven (7) capable and well-established A/E firms. PMR conducted a pre-proposal meeting on July 17 to provide project information and answer questions. Firms were given until August 1 to submit additional questions or requests for clarification.

All seven firms submitted sealed RFP responses, which were received by CoN on August 12. Evaluation criteria included police and fire station design experience, proposed team qualifications, fee structure, and firm differentiators. Four firms—AECOM, The Collaborative, DLZ, and HED—were shortlisted by the Advisory Group for interviews moderated by PMR on August 27.

Notably, three of the four shortlisted firms partnered with nationally recognized public safety design experts. Based on team chemistry, relevant experience, and interview responses, DLZ and HED were selected for further consideration by the FAC.

The FAC re-interviewed DLZ and HED on September 15. Following its evaluation, the FAC

recommended that PMR negotiate fee and scope with both firms. PMR successfully negotiated a reduced fee with the recommended firm.

RECOMMENDATION

Based on formal presentations, responses to the Advisory Group and the FAC questions, due diligence, and fee negotiations, PMR recommends awarding both the Public Safety Building and Fire Station projects to HED.

PMR and CoN legal counsel have reviewed HED's draft contract comments and are finalizing acceptable terms and conditions. At this time, no major issues are anticipated that would prevent successful contract execution. The final contract will be executed pending legal review.

The A/E fee for the scope of services, as outlined in the RFP and the AIA B101-2017 and A201-2017 draft contracts, is as follows:

HED Architects:

Fee on Cost of Work budget of \$66M:	6.87% = \$4,533,000 (Negotiated fee amount)
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Reimbursable expenses:	\$207,765 N.T.E.
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Total:	\$4,740,765
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Should you have any questions regarding this recommendation, please do not hesitate to contact me at (248) 603-5252.

Sincerely,

PLANTE MORAN REALPOINT

Robert Stempien AIA, Sr. Vice President

CC: Greg VanKirk, Plante Moran Realpoint
Todd Fenton, Plante Moran Realpoint
Brian Weber, Plante Moran Realpoint

ENCLOSURES: A/E Bid Summary dated October 1, 2025

October 6, 2025

Mayor Justin Fischer and Novi City Council
City of Novi
45175 Ten Mile Road
Novi, MI 48675

RE: DLZ Request to Table the Motion to Award Architect/Engineer

Dear Mayor Fischer and Members of the Novi City Council:

We are in receipt of the October 4, 2025, letter from DLZ Michigan, Inc. ("DLZ") requesting that the City of Novi table its Motion to Award Architect/Engineer ("A/E") services for the Novi Public Safety Program. This letter summarizes the interview and scoring process by which the City of Novi Administration, the Finance and Administration Committee, and Plante Moran Realpoint ("PMR") reached a unanimous decision to recommend HED as the A/E for the Public Safety Project.

On August 18, 2025, PMR met with senior level city staff to review the proposals submitted by seven capable and well-established A/E firms. Four firms—AECOM, The Collaborative, DLZ, and HED—were shortlisted by the City and PMR for interviews moderated by PMR on August 27, 2025. That said, **the City and PMR agreed that, on paper, HED submitted the best proposal for the Public Safety Project given its significant public safety and municipal experience, as well as the team of law enforcement subject matter experts that HED brought to its design team.**

PMR and the City interviewed these four firms on August 27, 2025, and again, the City and PMR unanimously **agreed that HED was the strongest firm to provide A/E services for the Public Safety Project based on team chemistry, relevant experience (over 250 public safety and municipal projects), and interview responses.** DLZ was recommended as the #2 firm to interview with the FAC.

The FAC interviewed HED and DLZ on September 15, 2025, and again, **the consensus from the FAC was that HED was the strongest of the two firms.** There were questions pertaining to HED's fee, leading to the FAC's direction to PMR to approach both firms and determine whether there was the possibility that fees could be reduced. HED submitted a revised proposal that lowered its fee by \$450,000. Notably, DLZ did not reduce its original fee for the Public Safety Project, but provided revised fees for designing either the Public Safety Building *or* the fire station portions of the project. Based upon a percentage of the cost of work, DLZ's fees were higher than its original proposal should the design portion of the Public Safety Project be bifurcated.

Addressing DLZ's statements regarding fees, the experience, expertise, chemistry, and depth of the design team, particularly with regard to public safety projects, are factors just as critical as cost. While HED's fees are not the lowest, they are well within market expectations and the estimated budget for the project.

Based upon its revised design fee and taking into account HED's proposal and the strength of its two interviews, PMR provided a recommendation letter to City Manager Cardenas on October 2, 2025, recommending HED as the A/E for the entirety of the Novi Public Safety project. There has not been any additional information provided to PMR that changes this recommendation.

PMR and Novi's legal counsel have reviewed HED's draft contract comments and are finalizing acceptable terms and conditions. At this time, no major issues are anticipated that would prevent successful contract execution. The final contract will be executed pending legal review should City Council move forward with PMR's recommendation at its Council meeting on October 6, 2025.

As always, please reach out to myself or any member of the PMR Novi Public Safety Project Team should you have any questions.

Sincerely,

Todd Fenton
Vice President
Plante Moran Realpoint

CC: Greg VanKirk
Robert Stempien
Victor Cardenas

Attachment: HED Project References

CITY OF NOVI
ARCHITECTURAL/ENGINEERING DESIGN SERVICES
REQUEST FOR PROPOSALS SUMMARY

10.1.25

	DLZ	DLZ - Revised/Negotiated Fee	HED	HED - Revised/Negotiated Fee
Proposed Fee Information				
Base Bid Lump Sum Fee - Public Safety Building		\$2,984,500		\$3,175,600
Base Bid Lump Sum Fee - Fire Stations		\$1,296,000		\$1,647,000
Base Bid Lump Sum Fee - Public Safety & Fire Stations	\$3,696,000	\$3,696,000	\$4,973,000	\$4,533,000
Base Bid Fee Public Safety Bldg - As a % of the Cost of the Work (\$47M)		6.35%		6.76%
Base Bid Fee FS - As a % of the Cost of the Work (\$19M)		6.82%		8.67%
Base Bid Fee Total - As a % of the Cost of the Work (\$66M)	5.60%	5.60%	7.53%	6.87%

HED Design – RFP response review notes

Design partners: BRW - 300 public safety projects completed
OHM Advisors - Novi's civil engineer
OCMI Inc. – project management consultant – estimating but added cost

Company experience:
HED 100 yrs. experience
BRW multiple civic projects

Number of Relevant public safety/municipal projects:

HED: 250+ public safety/municipal
BRW: 270+ public safety projects, designed +250 neighborhood fire stations
11 projects highlighted

- **City of Weatherford** – Near Fort Worth, Tx, public safety campus, 36,700 s.f., \$19M (\$518/s.f.) construction cost, completed 2022
- **City of Lewisville** – Lewisville, Tx, public safety campus, 116,000 s.f., \$103M construction cost (\$888/s.f.), completed 2025
- **City of Richardson** – Richardson, Tx, public safety campus, 112,000 s.f., \$50M (\$446/s.f.) completed 2021
- **Charter Twp of Northville** – Essential services complex, OHM project, 116,000 s.f., \$33M construction cost (\$284/s.f.) completed 2024

Team members experience related to public safety/municipal projects:

Chris Vogelheim - HED – Principal in Charge, 32 yrs experience, higher ed. experience, large project experience, no public safety on resume

Steve Jackson – BRW project manager, 25 yrs experience, 50+ community and government projects, small projects highlighted on resume

Barton Drake – HED principal, 66+ community and government projects, 40+ yrs experience, worked with Steve Jackson on City of McKinney police fitness and training facility (9,000 s.f.), some Texas fire station experience.

Fred Clifford – BRW Design Principal, 20+ public safety projects, 35 yrs experience, several large public safety projects but not part of project highlight sheets

James Hamilton – BRW Design Manager, 30+ yrs experience, (3) projects listed from 17,000 to 62,000 s.f.

Chris Sano – BRW Lead Project Designer, 25+ experience, studio lead, worked on highlighted City of Weatherford project, multiple civic projects

Carol Kesler – BRW- Fire station design specialist, 28+ years experience, 40+ fire stations

Coby Pewitt PhD, BRW – Police Operations Specialist, retired assistant police chief, 30 yrs as police officer, Richardson public safety campus involvement

Fee/cost for A/E design services (\$66,000,000 Cost of work):

Lump sum: \$4,125,000 or 6.25%
PLUS \$848,000 for civil or 1.28%
Total: \$4,973,000 or 7.53%
Reimbursable allowance: \$207,765 or .31%

Base Total: \$5,180,765 or 7.849%

Added services:
Cost estimating: \$191,520
Acoustic Design: \$85,200
Tech. Consulting: \$330,000
Experiential & Graphic Design: \$35,000
Total Added Services: \$641,720 or .97%

Total: \$5,614,720 or 8.5%

Add Alternate FF&E Design on \$2,000,000 budget
5.5% or \$110,000

Grand Total: \$5,822,485 or 8.56% on \$68M

Material Changes: In contract mark up

Add. Services: In contract mark up

Unique aspects of the firm or team that would add value to the project:
Community and stakeholder engagement – some community engagements are “optional”
Provided initial design thoughts (site & floor plan layout for public safety building/fire station)
OHM is a trusted consultant familiar with the City of Novi
OHM doing the road project at

Team lead: Chris Vogelheim - HED

Quality of response:

Specific to the project engagement

Team Members Experience Together:

Yes, some Texas civic projects

Exceptions to draft contract:

Numerous – provided redlines

Insurance limits suggested changes

Other Notable Items:

4% standard of care

Have acoustics specialist ABD Engineering and Design

Have Technology and Security Designer Howel Design Group
(Texas)

Have cost estimator, OCMI, Inc Projects highlighted in North
Carolina, none in Michigan

DESIGNING FOR WELLNESS, BUILDING FOR COMMUNITY

CITY OF NOVI
PUBLIC SAFETY PROGRAM
AUGUST 12, 2025



|HED | BRW ARCHITECTS



August 12, 2025

Victor Cardenas	Erick Zinser	John Martin	Brian Weber
City Manager	Chief of Police / Director	Fire Chief	Senior Vice President
City of Novi	of Public Safety	City of Novi	Plante Moran Realpoint
vcardenas@cityofnovi.org	City of Novi	JMartin@cityofnovi.org	brian.weber@plantemoran.com
	EZinser@cityofnovi.org		

Dear Victor Cardenas and the Selection Committee:

The City of Novi is undertaking a transformative initiative to modernize and expand its public safety infrastructure. This investment will shape how police and fire services operate in your community for decades to come. It reflects the trust Novi residents have placed in your leadership and deserves a team that offers proven experience, a collaborative mindset, and deep understanding of both public safety design and local delivery.

TO MEET THAT OPPORTUNITY, WE HAVE ASSEMBLED A HIGHLY QUALIFIED TEAM:

HED, as Architect and Engineer of Record, contributes strong Michigan presence, deep civic project experience, and active partnerships with Novi’s Owner’s Rep, Plante Moran Realpoint.

BRW Architects, serving as Design Architect, brings national leadership in fire, police, emergency operations, and fleet facilities. With over 300 public safety projects completed, BRW creates purpose-built environments that support safety, performance, and trust.

OHM Advisors, Novi’s preferred civil engineering partner, delivers valuable local insight, approvals experience, and a clear understanding of the City’s standards and expectations.

Together, we offer a cohesive integrated design team, structured to deliver alignment, predictability, and long-term civic value.

KEY STRENGTHS ALIGNED TO NOVI’S GOALS INCLUDE:

- **Deep Public Safety Expertise** / BRW brings decades of leadership in modern, operationally sound facilities that support public safety employee wellness, law enforcement transparency, and civic identity.
- **Local Presence with Strong Relationships** / HED’s Michigan-based staff and working relationship with Plante Moran Realpoint ensures responsiveness and familiarity with Novi’s delivery environment.
- **Proven Engineering Support for Novi** / OHM Advisors offers continuity, city-specific knowledge, and a clear understanding of infrastructure requirements.
- **A Unified and Transparent Process** / Our team eliminates handoffs, integrates design and documentation, and remains aligned on cost, schedule, and program from start to finish.

Thank you for the opportunity to support the City of Novi in this vital endeavor. We are ready to help deliver facilities that reflect the excellence of your police and fire departments.

Sincerely,

Chris Vogelheim, AIA, LEED AP
Principal in Charge / HED
cvogelheim@hed.co
248.302.6089

Fred Clifford, AIA
Design Principal / BRW Architects
fclifford@brwarch.com
214.528.8704
123 West Fifth Street, Royal Oak, MI 48067 T 248.262.1500 **HED.CO**
Community / Federal / Healthcare / Higher Education / Housing and Mixed Use
Mission Critical / Pre K-12 / Science and Advanced Manufacturing / Workplace



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PROJECT
APPROACH
NARRATIVE

01

THOUGHTFUL PUBLIC SAFETY DESIGN THROUGH SHARED LEADERSHIP

The City of Novi is undertaking a significant investment in its public safety infrastructure; one that deserves thoughtful design, lasting value, and true civic benefit.

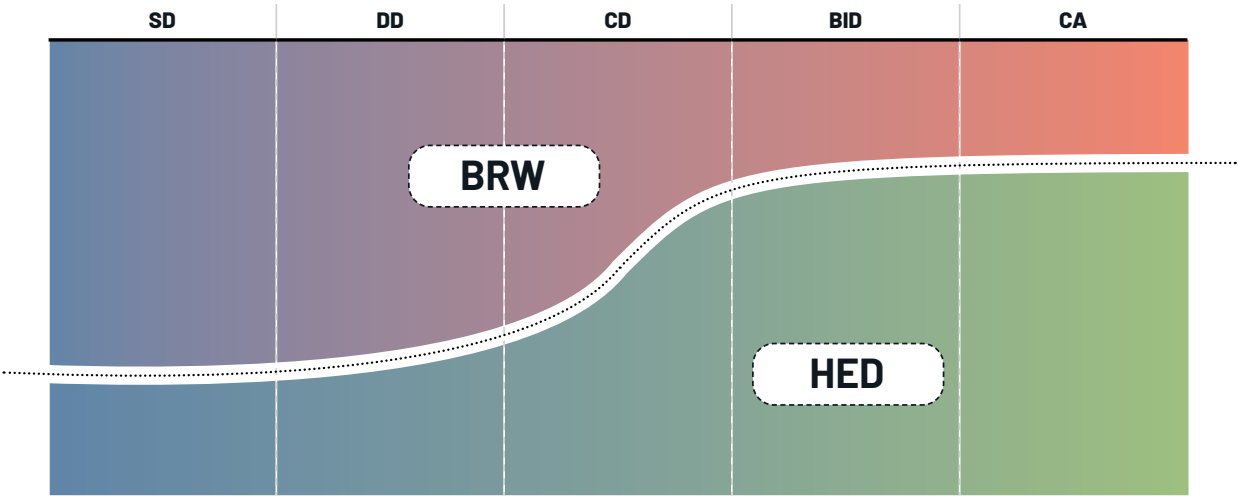
Your new police and fire facilities are not only essential to your mission but also a reflection of your values and long-term vision. To deliver these facilities with confidence, Novi requires a team that combines deep public safety knowledge, local understanding, and a clear delivery strategy. Our team brings exactly that. HED, BRW, and OHM Advisors have come together as one integrated team. Each firm brings proven capabilities and complementary strengths, forming a partnership structured to deliver value from day one.

SEAMLESS TEAM STRUCTURE

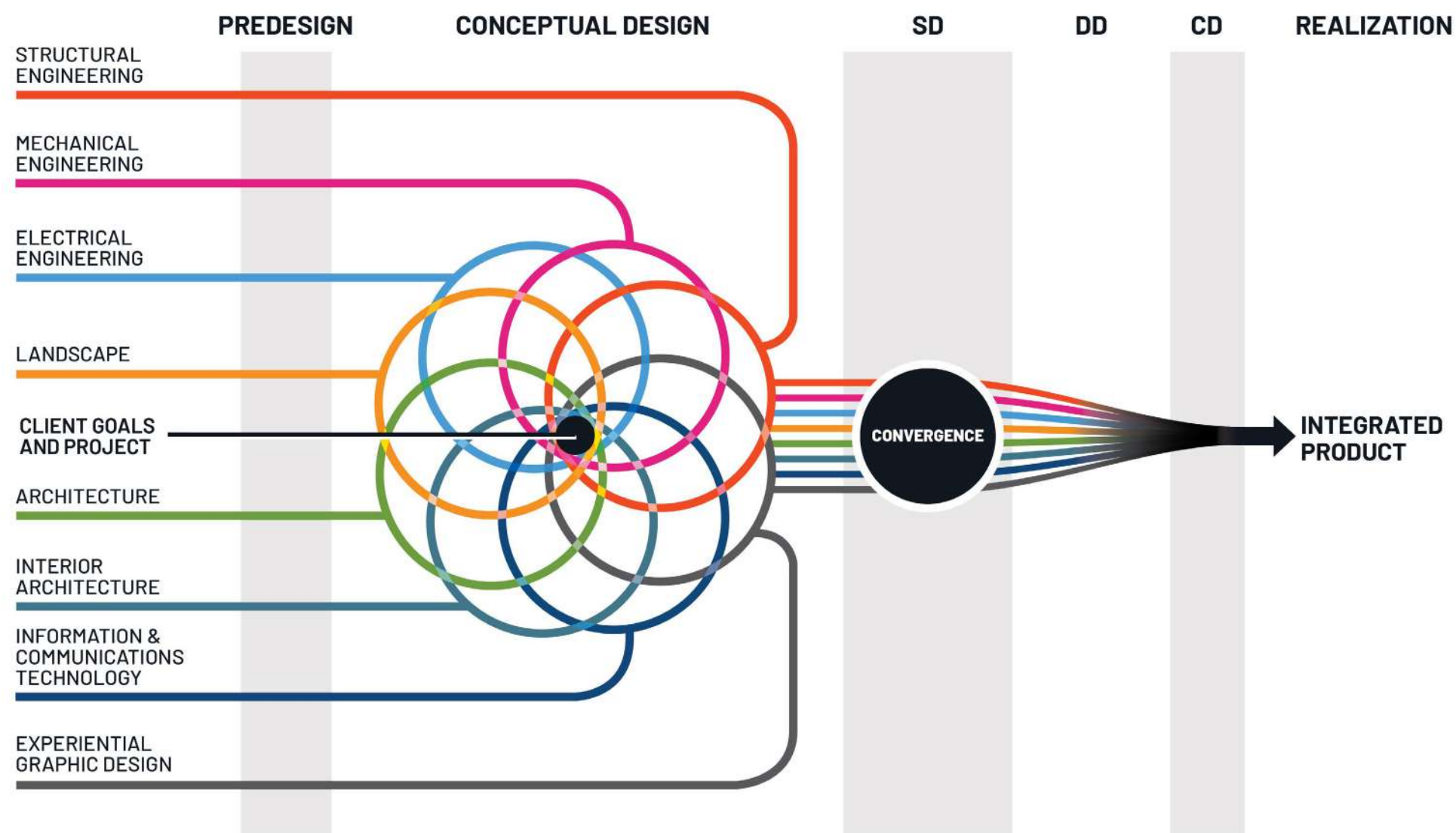
Our approach is unified and efficient. We work in deep collaboration to bring out the best ideas to bring the greatest value to the City of Novi. No silos. No egos. Roles are clear and intentionally aligned:

- **BRW Architects** / As Design Architect, BRW leads programming and design with a national portfolio of more than 300 public safety facilities. These include hybrid police and fire campuses, decentralized station networks, hardened EOCs, and fleet and logistics centers.
- **HED** / Serving as Architect and Engineer of Record, HED leads technical execution, documentation, and construction phase services. Their Michigan team is already active with Plante Moran Realpoint and understands the unique delivery environment in this region.
- **OHM Advisors** / As the City of Novi's preferred engineering partner, OHM contributes local insight, infrastructure knowledge, and approval coordination. Their presence streamlines communication and reduces risk.

Our collaboration is designed to function as one team from planning through occupancy, supported by shared platforms and integrated decision-making.



A seamless transition of design leadership: from BRW's visioning and stakeholder engagement through HED's technical execution.



Our ability to lead technical execution while preserving design intent is essential for community-centered civic projects. In close coordination with BRW, HED will steward the design through every project phase so the final facility fully reflects the vision and aspirations established in the early design stages.

Additionally, OHM brings uniquely relevant knowledge of Novi including infrastructure, approval processes, and community culture, which is critical to delivering a responsive and locally grounded solution. HED will actively engage and guide OHM through our integrated design leadership, aligning their deep local insight with our architectural and engineering expertise to facilitate a seamless process. Collectively, we will leverage this collaboration to navigate approvals, address site-specific needs, and create a public safety facility that reflects the values, priorities, and long-term vision of the City of Novi.

A COLLABORATIVE AND INCLUSIVE PROCESS

As Design Firms, HED and BRW emphasize open design spaces and stakeholder-driven processes that resonate with Novi's community policing values and support the high trust leadership model Chief Zinser embodies. Our design philosophy aligns with Chief Martin's vision as well, supporting hands-on leadership, safe, accessible workspaces, and spaces for firefighter wellness and public outreach.

As a result, we are committed to a process that encourages a relationship with the local community. As appropriate, our team gathers valuable input from each diverse element to understand the specific needs of the community served. Establishing consensus with these constituents is a vital component of project success and can have a significant impact on design. Just as important, this inclusion fosters a sense of civic pride and ownership in the completed facility.

We don't approach design as a one-way process. It as a dialogue with stakeholders, with community members, and with each other. This commitment to co-creation is fundamental to our practice and structure. We lead structured, workshop-based collaboration. Our team prioritizes in-person meetings at key milestones (program validation, schematic review, cost reconciliation) to build real consensus and shared ownership. These aren't passive presentations. They're working sessions where we listen, ask hard questions, and align design intent with operational and fiscal realities.

OUR INTEGRATED TEAM

As the Design Architect, BRW contributes world-class architectural design, programming, and planning expertise, bringing exceptional police and fire design expertise to municipalities nationally. BRW will lead the programming verification and design stages. HED serves as the Architect and Engineer of Record, contributing deep expertise in civic design, familiarity with Novi, and immediate local support. We will strategically integrate roles and responsibilities from each firm throughout all project phases, streamlining communication to foster greater unity in the resulting design.

As the Architect/Engineer (A/E) and Architect of Record (AOR), HED plays a pivotal role in translating the design vision into reality, providing seamless continuity from concept to construction. This builds directly on our collaborative framework with BRW and OHM, reinforcing our unified project delivery approach. **The City of Novi will benefit from HED's extensive experience in this role, with over \$10 Billion in successful partnerships with leading design architects over the past decade.**

Key features of our engagement approach include:

- Internal weekly huddles across disciplines to maintain alignment and momentum
- Bi-weekly stakeholder reviews that bring Police, Fire, and Facilities staff to the table
- Community milestone check-ins that provide transparency and build public confidence
- User interviews and surveys to identify essential operational needs and future goals
- Design charrettes and planning workshops to build consensus and inspire creativity
- Use of "Room Data Sheets" for documenting and confirmation purposes.
- Issuance of weekly "Sprint" schedules
- Issuance of a basis of design to fully document the owner project requirements and design criteria at each phase
- Open issues logs with action items & due dates
- Clear meeting minutes that transparently documents decisions.

We conduct cost and expectation alignment workshops at each project transition point. After each design phase, we meet with city leadership and stakeholders to review scope, priorities, and strategy based on updated estimates.

CRITICAL DESIGN THINKING

Our approach to municipal facilities centers on future-ready thinking and holistic collaboration. Today’s civic buildings must go beyond static functionality—they must embrace radical flexibility to adapt to new departments, evolving technologies, and shifting community needs. Through a unified process that combines visionary design with technical precision, we craft adaptable spaces and intelligent systems that balance form, function, economy, and time.

Our partnership leverages critical thinking to design infrastructure that is both resilient and responsive. From smart building technologies to flexible programmatic layouts, we anticipate the long-term evolution of civic services. Together, we help cities future-proof their assets—helping that they remain sustainable, impactful, and reflective of the communities they serve

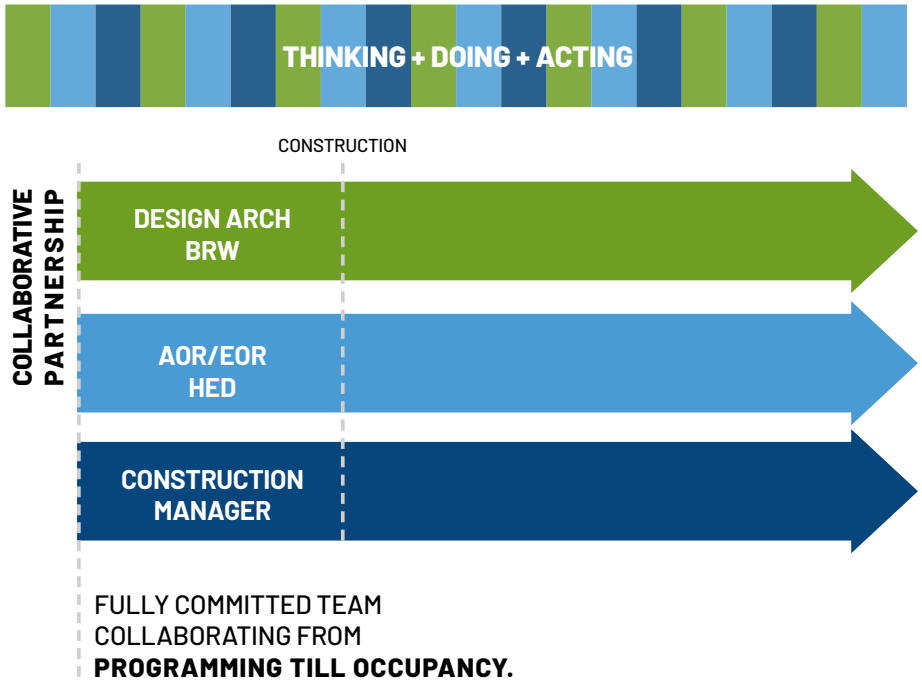
UNIFIED DESIGN + TECHNICAL EXCELLENCE FOR CERTAINTY AND IMPACT

HED, BRW, proposed value added cost consultant OCMI, and the construction manager will form a fully integrated team focused on delivering the City of Novi’s public safety facilities through a collaborative “**Designing for Program + Cost Certainty**” approach. Rather than following the traditional model with isolated handoffs between design, AOR, and construction, our partnership will drive engagement from day one with aligned thought leadership, technical excellence, cost estimating and build expertise.

HED will serve As Architect/Engineer of Record, **BRW** will lead design vision and civic identity, and the Construction Manager / **OCMI** will contribute vital cost, schedule, and constructability insights early in the design and planning phases. Early engagement by all members at design workshops where each can contribute their unique expertise and perspectives to guide the City of Novi to the best solutions: ones that minimize disruptions due to value engineering, coordination, and constructibility and minimize uncertainty This united front allows for holistic decision-making and a fully transparent process that supports accountability at every stage.

From Silos to Synergy: Evolving the Design Process for Cost Certainty

Designing for Program + Cost Certainty



Our teams will collaborate in real time translating program needs and detailed owner project requirements into responsive spaces; analyzing cost implications of design decisions, and adapting design approach in a iterative process to find the best solutions. We will establish focused working groups around key components of the project such as site infrastructure lead by OHM, public safety design in hybrid headquarters and neighborhood fire stations, safety systems, and community access; so that the right experts are involved at the right moments.

This iterative process allows us to test options quickly, identify potential risks, and make informed choices that reflect Novi’s goals and priorities.

With shared tools and integrated communication platforms, we will eliminate silos and enhance efficiency, reducing the risk of surprises during construction. Ultimately, this unified delivery model enables the City of Novi to maintain control over scope and budget while upholding design excellence and long-term performance.

By working side-by-side from the earliest phases through delivery, HED, BRW, and the Construction Manager will deliver civic buildings that not only meet the technical and operational needs of public safety services but also inspire pride, reinforce community trust, and provide a resilient framework for the future. Because are not just delivering buildings; we are delivering confidence, clarity, and civic impact.

“Excellent communication from the team who responded immediately to our needs, kept up with details flooding in from various sources,provided timely answers to questions to keep us all on track to hit our target completion date.”

DONNA DICKINSON
Construction Manager, City of Allen

COMMUNITY & STAKEHOLDER ENGAGEMENT

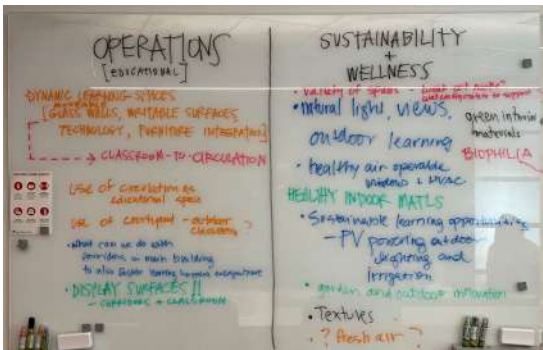
Our team is comprised of experienced individuals specializing in public safety facilities, facilitating a collaborative process with relevant jurisdictions and stakeholders. Teamwork is fundamental to our approach, and clear communication is maintained throughout the entire team, to enable timely correspondence, efficiency, and owner engagement. Our experience in leading design discussions facilitates a clear chain of communication and decision-making, even when priorities differ among city departments. We value long-term relationships and commit to delivering the highest standard of quality to your police facilities.

Our process involves direct collaboration between our team and the city’s stakeholders to gather essential data for highly functional and cost-effective design recommendations. For all public safety projects, we follow a thorough approach to engage with city leadership, police and fire department leadership, police and fire department divisions, other city departments, and the community. Typical components of this effort are laid out below, along with which stakeholder group each step engages. This approach will be tailored to your specific needs, informed by the breadth and depth of the information and staff or community input that is desired.

ENGAGEMENT OPPORTUNITIES	City Leadership	Police & Fire Department Leadership	Police & Fire Department Divisions	City IT, Parks, Transport, etc.	Community
Goal Defining	●	●			
Walk Through Existing		●	●		
Benchmark Tours	○	●	●		
Visioning Workshops	●	●			○
Programming Interviews		●	●	●	
Planning Charrettes		●	●	●	
Review & Feedback	○	●	●	●	
Council Updates	●	●			
Public Meeting	○	●			●
Detailed Reviews		●	●	●	
Furniture		●	●		
Graphics		●	●		

● Typically Involved ○ Optional Involvement

GOAL DEFINING



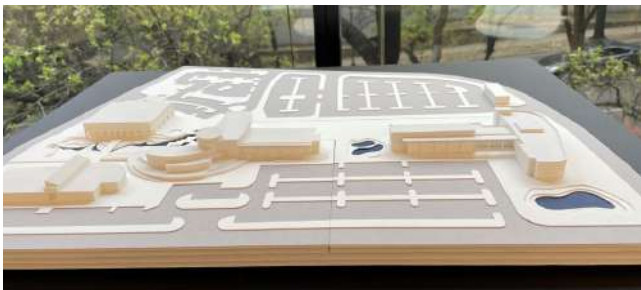
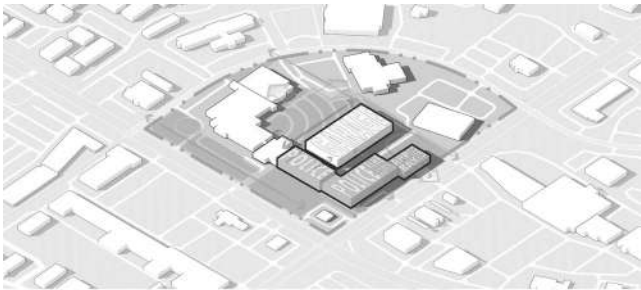
VISIONING WORKSHOPS



PLANNING CHARETTES



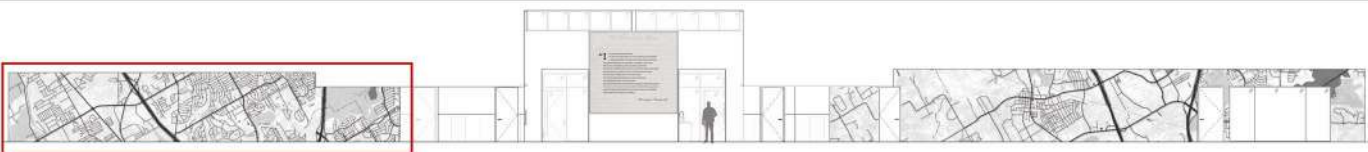
REVIEW & FEEDBACK - VISUALIZATION TECHNIQUES



FURNITURE



GRAPHICS





CREATING CONNECTIONS

Great design is about thinking creatively to overcome challenges and improve real world outcomes. Our firms have a long history and reputation for excellence because we believe that all the facets of our design, from architecture, consulting, engineering, and planning, must create a positive impact for our clients, the community, and the world through responsive, innovative, and sustainable design solutions.

We believe people come first. From centers of learning to sources of inspiration, shared vision to shared resources, our team understands the power of design to create, strengthen, solidify, and connect communities. We understand that each community is a unique reflection of its people, and the public buildings and gathering places should be inspiring, intentional, and accessible to all. Communities flourish, wellness soars, and economic growth is supported where people come together and the natural environment is thoughtfully incorporated.

Our previous work has guided us in understanding the evolving needs of public safety and the design impacts that create buildings where both professionals and the public feel supported, secure, and connected. **The key trends we share in Section 02 / Project Firm Experience reflect forward-thinking solutions that shape resilient, high-performing facilities and inspire trust within the communities they serve.**

KEY CONSIDERATIONS FOR A FUTURE-READY PUBLIC SAFETY CAMPUS

Drawing on our national expertise and deep civic design experience, we bring a forward-thinking perspective rooted in operational insight and long-term value.

The following considerations reflect themes we consistently see in successful public safety projects and offer starting points for informed, collaborative dialogue. Our design approach includes strategies that support adaptability, wellness, and continuity of operations.

LOCAL INSIGHT, WELLNESS, FUTUREPROOFING & TECHNICAL STRATEGY

Leadership like Chief Zinser and Chief Martin bring operational clarity and strong community roots—our team embraces that same long-game mindset and partners accordingly. BRW brings deep knowledge of public safety trends and integrates decontamination pathways, gender-inclusive locker rooms, and firefighter health & wellness design as baseline – not upgrades. HED brings deep local knowledge and operational understanding of Novi’s policies and preferences, as well as the community it serves.

Together, we’ll be particularly mindful of task force partnerships and auxiliary programs, ensuring they have thoughtful work zones that maintain operational security. We’ll propose “passive” sustainable strategies such as high-performance envelopes, strategic daylighting, and zoned HVAC layouts that reduce long-term energy use. In support of Novi’s stated desire for facilities to “carry them 50 years forward,” we prioritize modular, reconfigurable interior layouts and system infrastructure that anticipates future demand.

FUNCTIONAL CLARITY & TECHNICAL RESPONSIVENESS

Public safety facilities function as 24/7 operational ecosystems. They must support multiple user types, workflows, and incident types, all under one roof. Firehouses, while technically complex, also serve as a home away from home. For Novi, our design will support distinct fire/police operational needs with shared support areas (e.g., EOC, training), but separate secure zones. We understand the nuance of fleet flow, staff parking, public entry, sally ports, and evidence processing, ensuring security and flow are intuitive, not obstructive. Our work includes designing for resiliency – generators, hardened data/dispatch rooms, and continuity of operations planning.

FUTURE-READINESS & WELLNESS

We plan for growth – of staff, partnerships, and protocols. Modular administration zones, flexible meeting rooms, scalable technology backbones, and considerations for future potential additions are standard. We integrate mental wellness spaces (quiet rooms, wellness offices), gender-neutral sleeping quarters, comradery building gathering spaces, and natural light access in high-use spaces as a matter of course. We prepare facilities for both routine and crisis scenarios, including rapid conversion of rooms into EOC overflow or quarantine zones if necessary. We have no idea what challenges the future holds, but we know how to build flexibility.

These principles will help shape a design dialogue that not only supports today’s needs but also positions the City for the next 50 years of civic leadership and public safety excellence.

INITIAL DESIGN THOUGHTS

While the program and planning diagrams provided in the RFP are still in the early stages, they offer a valuable starting point for initiating meaningful dialogue with your team. We're eager to dive in, so we've shared a few of our preliminary thoughts below to help kickstart the conversation.



DESIGN PERFORMANCE EVALUATION: PUBLIC SAFETY BEST PRACTICES CHECKLIST

Community Presence

- ☐ Create a welcoming, community-friendly street presence
- ☐ Incorporate green space and public art
- ☐ Include a plaza for ceremonies and public events
- ☐ Promote community access to the I-275 trail

Site Circulation

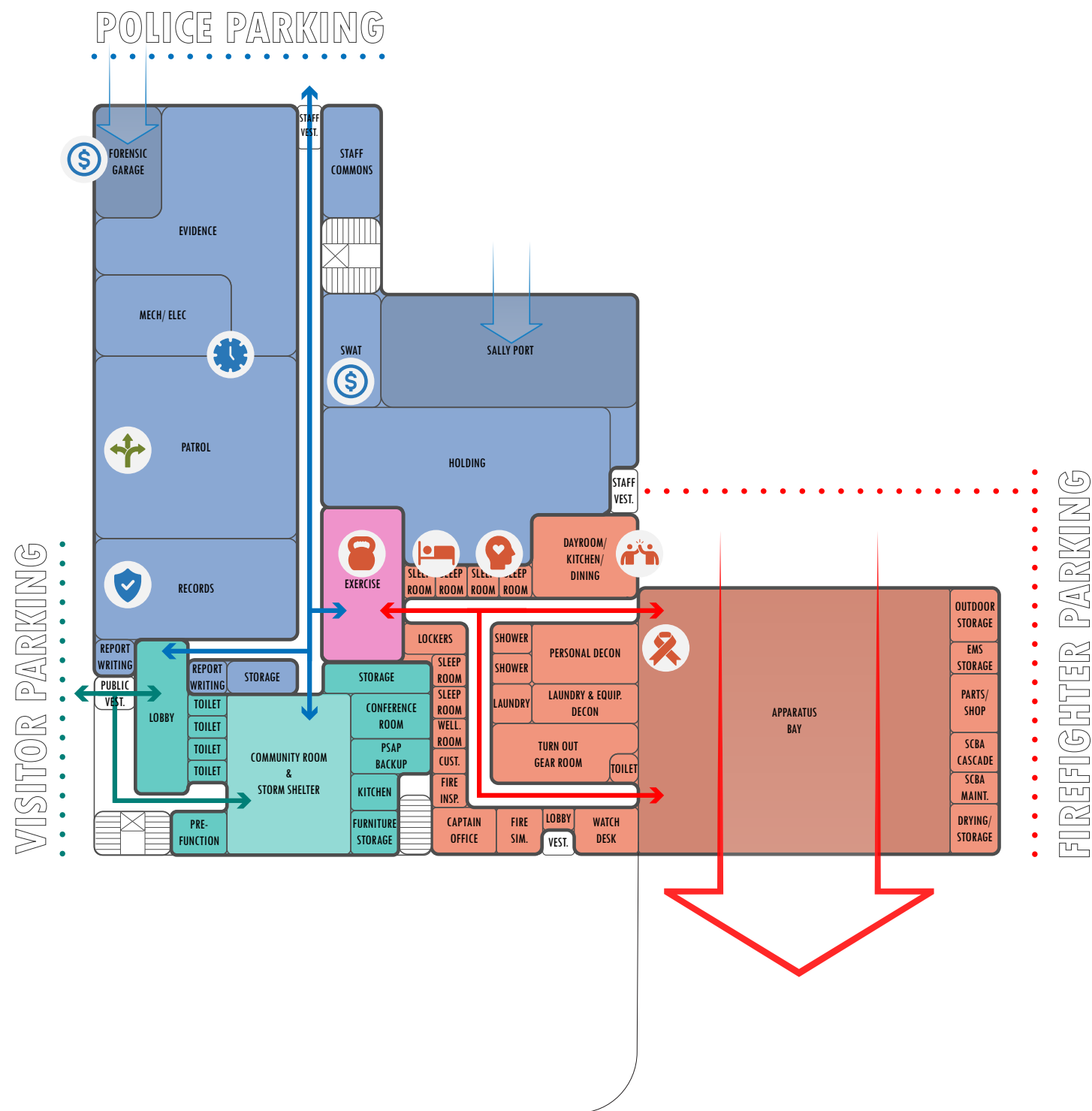
- ☐ Provide adequate secure staff parking
- ☐ Design intuitive vehicle circulation
- ☐ Include adequate vehicle queuing at gates
- ☐ Simplify sallyport pull-through layout
- ☐ Create safe pedestrian pathways

Experiential Design

- ☐ Enhance staff entry experience
- ☐ Provide shaded outdoor spaces for lunch and informal gathering
- ☐ Include outdoor areas for quiet reflection
- ☐ Allow for outdoor fitness opportunities
- ☐ Preserve access and views to nature (trees, pond, etc.)

General Site Strategies

- ☐ Use of the northern portion of the site
- ☐ Account for existing overhead power lines along 11 Mile Road
- ☐ Reduce public parking



FIRE STATION BEST PRACTICES

- Cancer Prevention:** Include airlocks between apparatus bays and living areas
- Sleep Health:** Keep bedrooms away from noisy areas (fitness, kitchen, dayroom)
- Mental Wellness:** Provide daylight and exterior views in bedrooms, offices, and fitness
- Camaraderie:** Add private outdoor space off the dining/kitchen area
- Physical Fitness:** Ensure direct outdoor access from the fitness room

POLICE STATION BEST PRACTICES

- Officer Safety:** Use ballistic-rated walls/glazing to create a secure yet comfortable environment
- Operational Efficiency:**
 - Patrol Flow:* Duty bag → Locker Room → Briefing → Patrol Car
 - P&E Flow:* Bag & Tag → Crime Lab → Vault
- Circulation:** Use wide corridors with durable, attractive surfaces
- Recruitment & Retention:** Design human-focused spaces that promote workgroup cohesion and connectedness.
- Training:** Plan for simulation tools and dedicated training areas – technology-driven, simulation enhanced, and flexible space designed for 21st century challenges.
- Cultural Identity:** Use visual branding to strengthen department pride and camaraderie
- Maximize budget:** Consider a separate, lower-cost support building for SWAT, K9, quartermaster storage, and large property

FUTURE-PROOFING STRATEGIES

- Modular Planning:** Use flexible planning modules for office, conference, and support spaces
- Flexible Layouts:** Prioritize open workstations over excess private offices
- Inclusive Design:** Locker rooms with private restrooms and changing spaces
- Sustainability & Resilience:** Use durable materials, passive solar, storm shelters, and backup power
- Tech Readiness:** Plan for drone storage/workshop, EV fleets, real time crime center, and photovoltaic power systems

FIRE STATION BEST PRACTICES

-  Cancer Prevention
-  Sleep Health
-  Mental Wellness
-  Camaraderie
-  Physical Fitness



POLICE FACILITY BEST PRACTICES

-  Officer Safety
-  Operational Efficiency
-  Circulation
-  Recruitment & Retention
-  Training
-  Cultural Identity
-  Maximize budget



FUTURE-PROOFING STRATEGIES

-  Modular Planning
-  Flexible Layouts
-  Inclusive Design
-  Sustainability & Resilience
-  Tech Readiness





RELEVANT FIRM
EXPERIENCE

02

RELEVANT FIRM EXPERIENCE

A thoughtfully assembled team with the technical depth, local insight, and shared values to deliver public safety facilities that serve Novi today and adapt for tomorrow.

The following projects reflect the expertise, creativity, and rigor our team brings to public safety design. From co-located police-fire headquarters to adaptable training facilities and civic buildings rooted in their communities, these examples demonstrate how our integrated team turns complex challenges into high-performance, purpose-driven solutions.

We've selected this work to mirror the goals of the City of Novi: resilience, readiness, operational clarity, and civic pride. What you'll see isn't just technical delivery—it's architecture and engineering shaped by listening, refined by collaboration, and built to last.

We offer more than just our projects. Our history and commitments to the Community sector have allowed us to explore and define public safety buildings and the impact on their communities. These projects tell a story not just of what we've built, but how those experiences work together. Thoughtfully. Responsively. As One Team.



ABOUT OUR TEAM

400⁺

Staff Members

AIA
MEP

2030

2040

Signatory Firm

100⁺

Government and
Community Projects

HED

At HED, great design is about thinking creatively to overcome challenges and improve real world outcomes. Our firm has a long history and reputation for excellence because we believe that all the facets of our design, from architecture, consulting, engineering, and planning, must create a positive impact for our clients, the community, and the world through responsive, innovative, and sustainable design solutions.

OUR CORE VALUES

Our people come first, and it is our shared values that support the close collaboration of our team of talented individuals to consistently deliver the design excellence that advances your world.

- **Critical Thinking** / What we do; in our design process to question and resolve, to make optimized, informed decisions to deliver progressive outcomes.
- **Integrated Practice** / Who we involve; as we share and collaborate to leverage our diverse expertise to create rich, substantive solutions?
- **Design Excellence** / Why we exist; to create noteworthy designs that captivate the human spirit with measurable results through the power of design.

BRW ARCHITECTS

BRW Architects is not interested in merely being different; we strive to understand Today's Emergency Service. What differentiates us is our ability to balance the aesthetic nature of buildings with both the cost effectiveness and longevity of service your community demands. Public safety buildings in Novi are a civic cornerstone. They must be transparent, welcoming, and secure - not institutional or intimidating. The co-location of Fire and Police at a new Public Safety HQ is an opportunity to embody unity, efficiency, and accessibility. We'll amplify this through civic architecture, public art integration, and a clear "front door" identity.

For over four decades, we have developed a successful design approach that provides quality, affordable facilities to our clients. But it is our focus on delivering design that inspires and enhances local communities that sets our projects apart. Key design success factors include creating appropriately scaled spaces that can be controlled visually, secure tech zones, integrated civilian transparency features, fully inclusive locker & decontamination facilities that respond to operational realities, have clear circulation patterns, integrate daylighting, and make creative use of value-based, yet non-institutional, materials.

800⁺

Experts of Diverse
Backgrounds

24⁺

Years Working with
City of Novi

10

Collaborative Disciplines



We are a team of over 800 people from different backgrounds in 26 different cities across Michigan, Ohio, Indiana, Pennsylvania, Kentucky, Florida and Tennessee, striving to use our combined expertise and talents to continually advance the communities we serve.

Our work spans across the public and private sector—including municipalities, state and federal agencies, Fortune 100 companies, developers, schools, universities, and more.

As a growing firm with full-service capabilities under one roof, we're listed on ENR's list of Top 500 Design Firms and recognized for our contributions to our industry. But it's not awards or personal gain that drives us. It's a passion for making a difference through innovative, people-focused problem solving, design and ideas that drive whole communities forward — today, and well into the future.

270⁺

Public Safety Projects

350⁺

Communities Served

180⁺

Staff Members

10,000⁺

Cost Estimating Projects

460⁺

Public Safety Projects

160⁺

Staff Members



OCMI, Inc. is a respected project management consultancy that excels in quality solutions for the built environment. We take ownership of our clients' needs and challenges, valuing their resources as our own. Established in 1982 as a cost consultancy serving owners and design professionals, OCMI has evolved over the past 43 years to offer comprehensive services covering every aspect of program, project, and construction management. We are a veteran-owned and operated business with twelve offices nationwide.

OCMI leads the way in estimating, scheduling, project controls, and construction management solutions with a reputation for collaboration and innovation. As a valued teaming partner for owners, architects, engineers, and general contractors, our primary focus is to independently protect the best interests of our clients by managing risk and bringing value to the design and construction process. We pride ourselves on our responsiveness to client needs, diligence, and accuracy.

PROJECT RELEVANCY MATRIX

HED, BRW, and OHM bring deep public safety expertise and a clear understanding of Novi’s civic priorities. Our team has designed essential service hubs and public safety facilities that create measurable, community-focused impact. The following case studies highlight our success in delivering outcomes aligned with your goals.

	POLICE STATION	POLICE SUBSTATION	CENTRAL FIRE STATION	FIRE ADMINISTRATION	NEIGHBORHOOD FIRE STATION	SUSTAINABILITY + WELLNESS	PARKING STRUCTURE	WELLNESS FOCUS	TRAINING	COMMUNITY SPACES	DISPATCH	EOC	EVIDENCE PROCESSING	STORM SHELTER	NEW CONSTRUCTION / GROUND UP	DESIGN ARCHITECT	MEP DESIGN SERVICES	LANDSCAPE DESIGN	MASTER PLANNING	FURNITURE	SITE/CIVIL DESIGN
CITY OF LEWISVILLE Tittle McFadden Public Safety Center	●		●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
CITY OF RICHARDSON Richardson Public Safety Campus	●		●	●		●		●	●	●	●	●	●	●	●	●	●	●	●	●	●
CITY OF WEATHERFORD Weatherford Public Safety Campus	●			●		●		●	●		●		●	●	●	●	●	●		●	●
CITY OF LIVONIA Master Planning + City Hall	●					●		●		●					●	●	●		●		●
CITY OF CELINA Fire Station No. 3					●	●		●	●	●				●	●	●					
CITY OF SAGINAW Central Fire Station			●	●		●		●	●	●		●		●	●	●	●	●			●
TOWN OF PROSPER Prosper Public Safety Campus	●		●	●		●		●	●	●	●	●	●	●	●	●	●	●	●	●	●
CITY OF WYLIE Wylie Fire Station No. 4		●			●	●		●	●		●			●	●	●	●	●			●
TOWN OF LITTLE ELM Little Elm Public Safety Annex		●			●	●		●	●					●	●	●	●	●			●
CITY OF ALLEN Fire Station No. 2 & 6														●	●	●					
CHARTER TOWNSHIP OF NORTHVILLE Essential Services Complex	●		●	●		●		●	●	●	●	●	●	●	●			●	●		●



A modern public safety headquarters designed to serve a growing city with wellness-focused spaces, future-ready operations, and a civic presence rooted in community trust



CITY OF WEATHERFORD

Weatherford Public Safety Campus

The City of Weatherford sought to relocate its Police Department to a new Public Safety Campus to accommodate the department's growth, address evolving security and safety needs, and position it closer to the historic city center. The facility is intended not only to serve as the new Public Safety Headquarters but also as a symbol of strength and safety for the city, acting as a landmark gateway for those entering from Fort Worth.

The new Police Station is designed with future expansion in mind while incorporating multiple levels of security. The design emphasizes the mental and physical wellness of officers and staff, featuring natural light, outdoor views, exercise spaces, an outdoor exercise courtyard, and a 1/4-mile running track. Additional amenities include a decompression courtyard, quiet/wellness rooms, and prominently designed staircases to encourage movement and promote overall well-being.

Location / Weatherford, TX
Construction Cost / \$19M
Project Size / 36,700 SF
Project Type / New Construction
Firm / BRW Architects
Role / Prime Firm, Project Designer, & Architect of Record
Completion / 2022

Reference
 Lance Arnold
 Former Chief of Police
 City of Weatherford
 918.259.8400

PERFORMANCE-DRIVEN RESULTS

- **Consolidated Police & Fire Administration** in one building
- Managed a **bond-funded project with strict budget controls** and transparent community reporting
- **Replaced outdated facilities with modern spaces** sized for current emergency vehicles, equipment, and staffing
- Created **privacy zones for sensitive public interactions** and confidential staff discussions
- **Integrated wellness-focused design**, including mental health spaces, natural lighting, and ergonomic work areas
- **Balanced civic presence with non-institutional finishes** for a welcoming, authoritative facility



A forward-looking civic facility unifying Lewisville's public safety services, supporting growth, honoring legacy, and maintaining 24/7 operations through phased delivery and community-centered design.



CITY OF LEWISVILLE

Tittle McFadden Public Safety Center

The Tittle McFadden Public Safety Center replaces outdated and undersized facilities for Lewisville's Police Station, Fire Administration, Central Fire Station, Quartermaster, Data Center, 911 Dispatch, and adds a state of the art EOC facility integrated with training and multi-use space along with a five level parking garage. The new facilities provide for current needs with the ability to accommodate expanded staff to support the projected city build-out.

Lewisville's public safety departments share a rich history of service that is also embodied by the long and distinguished contributions of its beloved namesake Fire and Police chiefs. The spirit of the community, guiding principles of the City, and core values of the public safety departments are represented in the architectural concept that presents a welcoming front porch to the community, pride in outstanding service, and focus on support for community and the dedicated staff who serve them. The architecture provides strategically located night lighting lanterns that symbolize the service and security provided by the public safety departments.

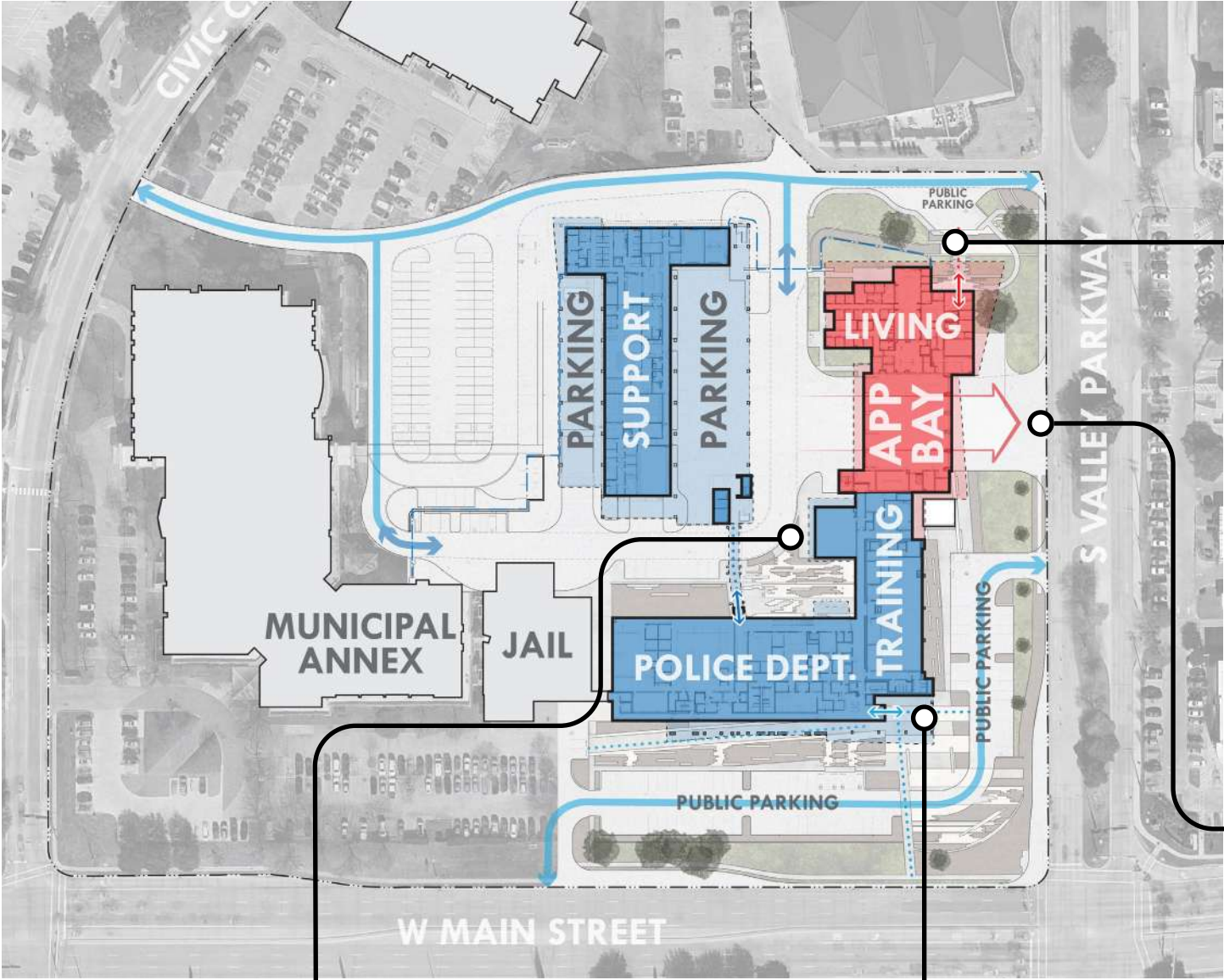
Location / Lewisville, TX
Construction Cost / \$103M
Project Size / 116,000 SF
Project Type / New Construction
Firm / BRW Architects
Role / Prime Firm, Project Designer, & Architect of Record
Completion / 2025

Reference
 William Wawro
 Assistant Chief of Police
 City of Lewisville
 972.219.3612

PERFORMANCE-DRIVEN RESULTS

- **Consolidated Police, Fire, EOC, and Dispatch** into a single public safety facility
- **Accommodated expansion** for a growing, diverse department
- **Maintained multi-agency security** by providing secure workspaces for partner agencies and task forces
- **Streamlined operations** through efficient solutions for evidence processing, equipment storage, and lockers
- **Uninterrupted 24/7 service** with phased construction strategies
- **Promoted community engagement** by including flexible training and education spaces for both staff and the public

LEWISVILLE TITTLE MCFADDEN PUBLIC SAFETY CENTER





Co-located public safety facility purpose-built to reflect Richardson's values and support service delivery, diverse staffing, and phased, uninterrupted operations.

BRWARCHITECTS



CITY OF RICHARDSON

Richardson Public Safety Campus

This 10 acre public safety campus includes a Police Headquarters, site development, 911 Dispatch, and a Fire Station. The architectural approach to this challenge has been realized through material selection, location, plan organization, and concepts as set forth by the Richardson Police & Fire Departments. A separate multifunctional Support Building fulfills several operational needs in a more utilitarian setting than the primary headquarters building. This structure serves non-office spaces such as vehicle bays for inspection and evidence processing, as well as command vehicle and trailer storage. SWAT Locker Room, SWAT Briefing, and Explosive Weapons Storage are also located in this building, as well as oversized property/evidence storage and bicycle storage.

The presence of native stone characterizes strength and pride for the city, while the corner location of the Community Room emphasizes a visual connection back to the citizens. Within the portico is a large portal that extends out from the face of the facade which accentuates the main entry door. The continuation of wood soffits and exposed structure highlight an impression of authenticity in the building composition, a strong value upheld by the department.

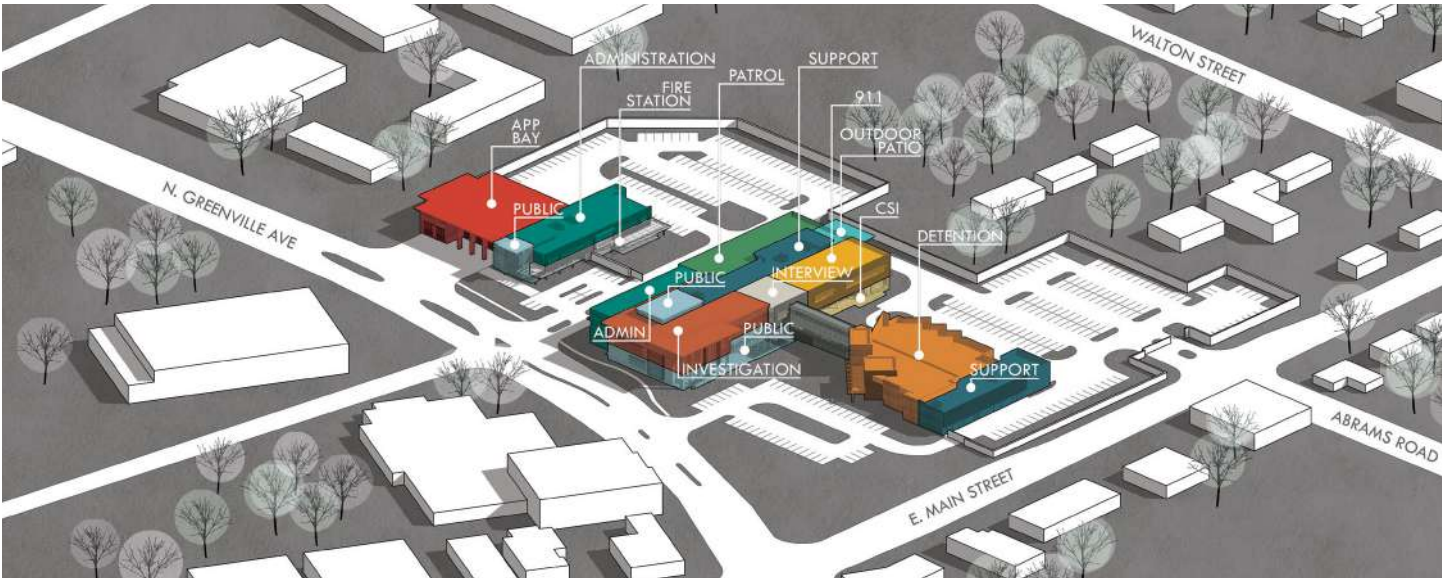
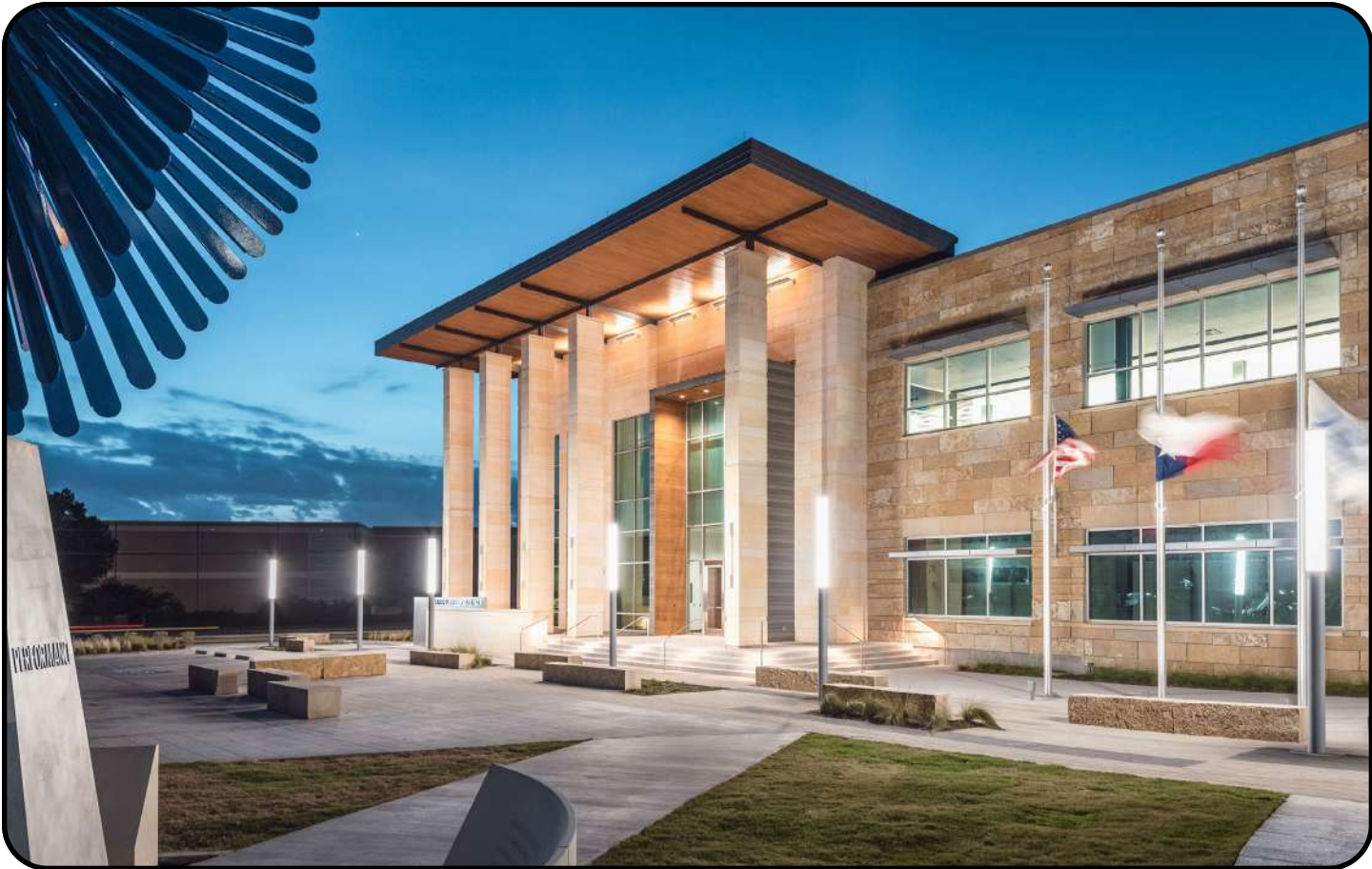
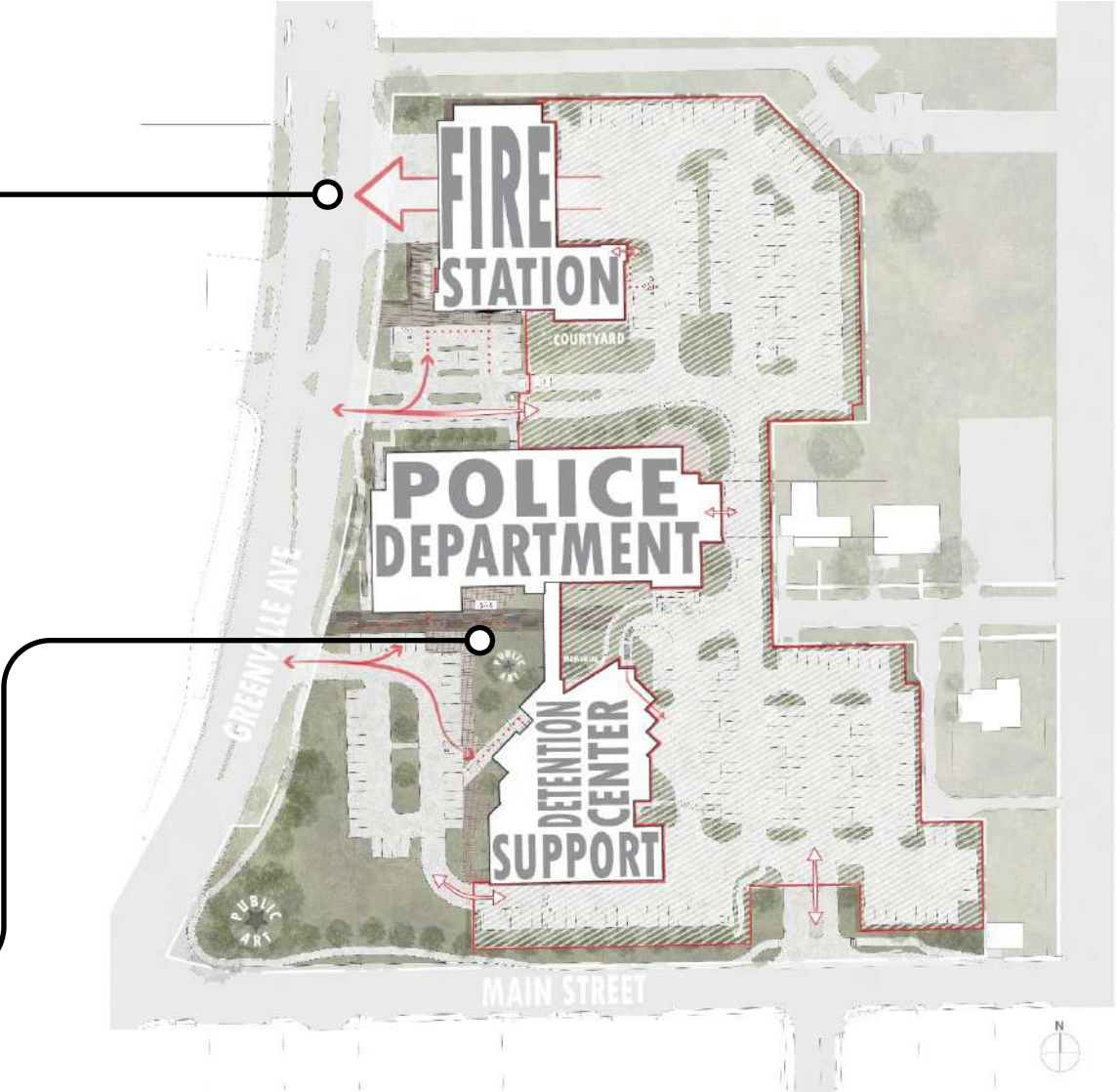
Location / Richardson, TX
Construction Cost / \$50M
Project Size / 112,000 SF
Project Type / New Construction
Firm / BRW Architects
Role / Prime Firm, Project Designer, & Architect of Record
Completion / 2021

Reference
 Gary Tittle
 Chief of Police
 City of Richardson
 972.744.4822

PERFORMANCE-DRIVEN RESULTS

- Developed a **co-located campus with shared services** and distinct police/fire zones to support both collaboration and security
- Designed **gender-inclusive accommodations** and decontamination pathways to enhance staff health, safety, and privacy
- Integrated **scalable, future-ready technology** infrastructure to meet evolving public safety and communication demands
- Added **community-facing spaces and transparency features** to support community policing while upholding security protocols
- Delivered **sustainable design and flexible interiors** to extend the building's useful life and operational performance

RICHARDSON PUBLIC SAFETY CAMPUS





UFA FIRE STATION NO. 125 | MIDVALE, UT



LITTLE ELM, TX FIRE STATION NO. 3



CANYON LAKE, TX FIRE STATION NO. 54



HOLLAND, MI FIRE STATION NO. 1



RICHARDSON, TX FIRE STATION NO. 3



CALISTOGA, CA FIRE STATION NO. 1



WYLIE, TX FIRE STATION NO. 4



PROSPER, TX FIRE STATION NO. 4



SACRAMENTO, CA FIRE STATION NO. 14



DALLAS, TX FIRE STATION NO. 32

BRW has designed and built 250+ neighborhood fire stations.

For each station, our award-winning team strives to capture the individual character and strength of the crews that call our facilities home.



GRAND ISLAND, NE FIRE STATION NO. 3



DUNCANVILLE, TX FIRE STATION NO. 1



KLEIN, TX FIRE STATION NO. 3



COLLEGE STATION, TX FIRE STATION NO. 5



UFA FIRE STATION NO 102 | MAGNA, UT



LEWISVILLE, TX FIRE STATION NO. 3



GEORGETOWN, TX FIRE STATION NO. 7



MESQUITE, TX FIRE STATION NO. 4



GRAND RAPIDS, MI KENDALL FIRE STATION



GRAPEVINE, TX FIRE STATION NO. 2



NEW BRAUNFELS, TX FIRE STATION NO. 3



WESTLAKE, TX FIRE STATION NO. 1



LEWISVILLE, TX TITTLE MCFADDEN PUBLIC SAFETY CENTER



MANSFIELD, TX POLICE HEADQUARTERS



ROYSE CITY, TX POLICE HEADQUARTERS



WEATHERFORD, TX PUBLIC SAFETY CAMPUS

At BRW, we lead with operational insight, technical rigor, and a deep respect for community identity.

Our **law enforcement** portfolio spans decades and includes award-winning police stations, training centers, and public safety complexes.



PROSPER, TX POLICE HEADQUARTERS



RICHARDSON, TX PUBLIC SAFETY CAMPUS



GARLAND, TX POLICE PROPERTY ROOM



RICHARDSON, TX POLICE MEMORIAL



TEXAS PARKS & WILDLIFE GAME WARDEN STATE HEADQUARTERS



GRAND PRAIRIE, TX EMERGENCY OPERATIONS CENTER



LITTLE ELM, TX PUBLIC SAFETY ANNEX



OHM Advisors led site planning and infrastructure design for a new civic campus integrating police, fire, and public works on a legacy state site, balancing operational needs with long-term community vision through deep local expertise.



CHARTER TOWNSHIP OF NORTHVILLE

Northville Township Essential Services Complex

To address aging and undersized essential services infrastructure, Northville Township committed to a new police, fire, and public works complex, now known as the Essential Services Complex (ESC). OHM Advisors played a key role in the planning, permitting, and site design of the ESC, located on a 232-acre parcel formerly owned by the State of Michigan. The parcel included decommissioned institutional infrastructure, which OHM helped evaluate, repurpose, and integrate into a master plan that balances civic needs with community wellness.

OHM's familiarity with local standards, utilities, and agency processes enabled seamless coordination with the Township and other project partners. The ESC anchors the eastern edge of the site, which will become Legacy Park—a large-scale public amenity focused on recreation, education, and community engagement. OHM's ability to integrate operational requirements with long-term civic vision was critical to delivering a safe, functional, and future-focused public safety campus.

Location / Northville, MI
Construction Cost / \$33M
Project Size / 116,000 SF
Project Type / New Construction
Firm / OHM
Role / Construction Engineering, Landscape Architecture, Transportation Planning, Site Design, Stormwater Engineering, Planning, Survey
Completion / 2024

Reference
 Scott Hilden
 Director of Public Safety
 Charter Township of Northville
 248.662.0458

PERFORMANCE-DRIVEN RESULTS

- **Transformed a decommissioned state property** into a master-planned civic asset spanning 232 acres
- **Delivered integrated site planning** for police, fire, and public works in a consolidated Essential Services Complex
- **Evaluated and repurposed legacy infrastructure** to support modern essential services and long-term public use
- **Aligned infrastructure design with Township standards** through close coordination with local agencies and utilities
- **Balanced operational needs with civic vision** to support both immediate services and long-term community wellness



CITY OF LIVONIA

City Center of Livonia Master Plan & City Hall

The Livonia City Center initiative combines a visionary master plan with a detailed programming study to guide the development of a vibrant, civic-focused downtown. HED, in collaboration with Design Workshop and Plante Moran Realpoint, helped shape a dynamic, place-based plan rooted in community engagement, operational alignment, and long-term flexibility. The master plan emphasized walkability, housing diversity, and the integration of municipal functions with commercial and civic destinations. Through a four-phased approach, the team laid the foundation for new development while preserving public trust and enhancing access to city services.

The programming study advanced this vision by planning a co-located City Hall and Library, creating a multifunctional civic hub designed for collaboration, shared services, and inclusive access. The project demonstrates our team's strength in shaping complex, multi-user facilities that break down silos and reflect a city's identity. These same principles apply to the City of Novi, where we bring the same depth of planning, stakeholder partnership, and civic foresight to deliver a modern public safety campus that will grow with the city and serve as a lasting symbol of public investment and community connection.

Location / Livonia, MI
Construction Cost / TBD
Project Size / 71.6 Acres
Project Type / Master Plan
Firm / HED
Role / Prime Firm, Architecture
Completion / 2025

Reference
 Maureen Miller Brosnan, Mayor
 City of Livonia
 734.466.2201

Paul Theriault
 Plante Moran Realpoint
 248.229.1884



- | | | | |
|-----------------------|--------------------------------|---------------------------------------|-------------------------------------|
| A GREENWAY | D FIRE DEPARTMENT | G 16th DISTRICT COURT BUILDING | K SECURED PARKING STRUCTURE |
| B NEHASIL PARK | E CITY HALL AND LIBRARY | H SURFACE PARKING LOT | R PASSIVE RECREATION / WOODS |
| C CITY PLAZA | F POLICE DEPARTMENT | J SECURED SURFACE PARKING LOT | X PRIVATE DEVELOPMENT |

PERFORMANCE-DRIVEN RESULTS

- **Team partnership** with HED, OHM, and Plante Moran Realpoint
- Planned a co-located City Hall and Library to establish a **multifunctional civic hub** for shared services and inclusive access
- **Planning discussions with Chief of Police and Fire** to make key decisions on placement within Master Plan
- **Advanced a place-based civic vision** through a collaborative master plan rooted in community engagement
- **Demonstrated expertise in multi-user facilities** that promote collaboration and reflect civic identity



CITY OF CELINA

Downtown Center and Parking Garage

The Downtown Center for the City of Celina, TX, will be the first element of a transformational plan for the City's growing downtown. As one of the fastest-growing city in the country, Celina sought to elevate the experience of residents, visitors and staff, while still maintaining connections to the city's history and surrounding context and providing much needed parking. The new project will open onto an expanded Town Square, creating a new public commons with day- week- and year-round activity. With a blend of traditional and contemporary materials and forms, the Downtown Center's design celebrates both Celina's past and its bright future.

From the ground floor library spaces (the project increases Celina's public library capacity by nearly 500%) to the fourth floor event deck with its outdoor roof lawn, to the shaded Secret Garden reading circle, the Downtown Center has been designed for the residents of Celina. Spaces to gather, spaces to encounter friends and neighbors, and spaces for collaboration are scattered through the building, creating an environment that welcomes whatever activity the future may bring.

Location / Celina, TX
Construction Cost / \$79M
Project Size / 115,000 SF, 277 cars
Project Type / New Construction
Completion / 2026

Reference
 Kim Brawner
 Executive Director of Public Services
 City of Celina
 972.310.0185

PERFORMANCE-DRIVEN RESULTS

- Project integrated into **downtown community and town square**
- Architecture **responsive to downtown master plan**
- **Public engagement** and multiple City Council presentations
- **Multi-phase** project
- **Planned for future proofing** for change and expansion
- Designed for **shared community spaces**
- **Combined multiple city administration departments** and community space



The PESB features a central active zone with conference and social spaces to foster collaboration between scientists and the MSU community.



MICHIGAN STATE UNIVERSITY

Plant and Environmental Sciences Building (PESB)

HED served as Architect and Engineer of Record in partnership with CannonDesign as Designer and Lab Planner for the new Plant and Environmental Science Building (PESB) at Michigan State University. This advanced research facility was designed to support cutting-edge work at the intersection of plant science, environmental response, and sustainable agriculture. Located in the heart of MSU's science neighborhood, the 120,000 SF building consolidates plant science research programs previously housed across multiple campus locations. By bringing together scientists, researchers, and graduate students under one roof, PESB enables meaningful interdisciplinary collaboration, improves operational efficiency, and supports long-term institutional growth.

HED's role as Architect and Engineer of Record facilitated seamless integration of systems, safety, and performance into a complex research environment. As AOR and strong collaborative partner, we ensured that design intent was flawlessly executed to deliver on the value proposition of the combined team. PESB supports long-term innovation in food security, environmental resilience, and regenerative farming. Its thoughtful planning and technical execution demonstrate how building design can accelerate mission-driven outcomes and deliver enduring public value.

Location / East Lansing, MI
Construction Cost / \$120M
Project Size / 150,000 SF
Project Type / Renovation
Firm / HED
Role / Architect of Record,
 Engineer of Record, Technology
Completion / 2025

Reference
 Chrislyn Particka, Director
 MSU Plant Science Research
 Greenhouse Facility
 315.651.9682

PERFORMANCE-DRIVEN RESULTS

- **Led as Architect and Engineer of Record** to deliver a technically advanced research facility
- **Welcoming to the community** by creating flexible seminar and meeting spaces with advanced technologies that encourage usage and collaborations between building users and community
- As EOR, **integrated complex infrastructure and systems** with robust BMS controls that allows building to adapt and change to the complex needs of researchers
- **Supported long-term institutional growth** through thoughtful planning and operational efficiency and careful life cycle costing that drove long term solutions that reduce maintenance and operational costs
- Demonstrated design's role in mission-driven impact by **aligning building performance with public and academic value**

HED | BRWARCHITECTS



**PROJECT
ORGANIZATIONAL
CHART AND TEAM
RESUMES**

03

UNIFIED, RESPONSIVE, AND BUILT FOR IMPACT

For the City of Novi, delivering a future-ready public safety campus requires more than technical coordination. It demands a design process that is inclusive, adaptable, and grounded in trust.

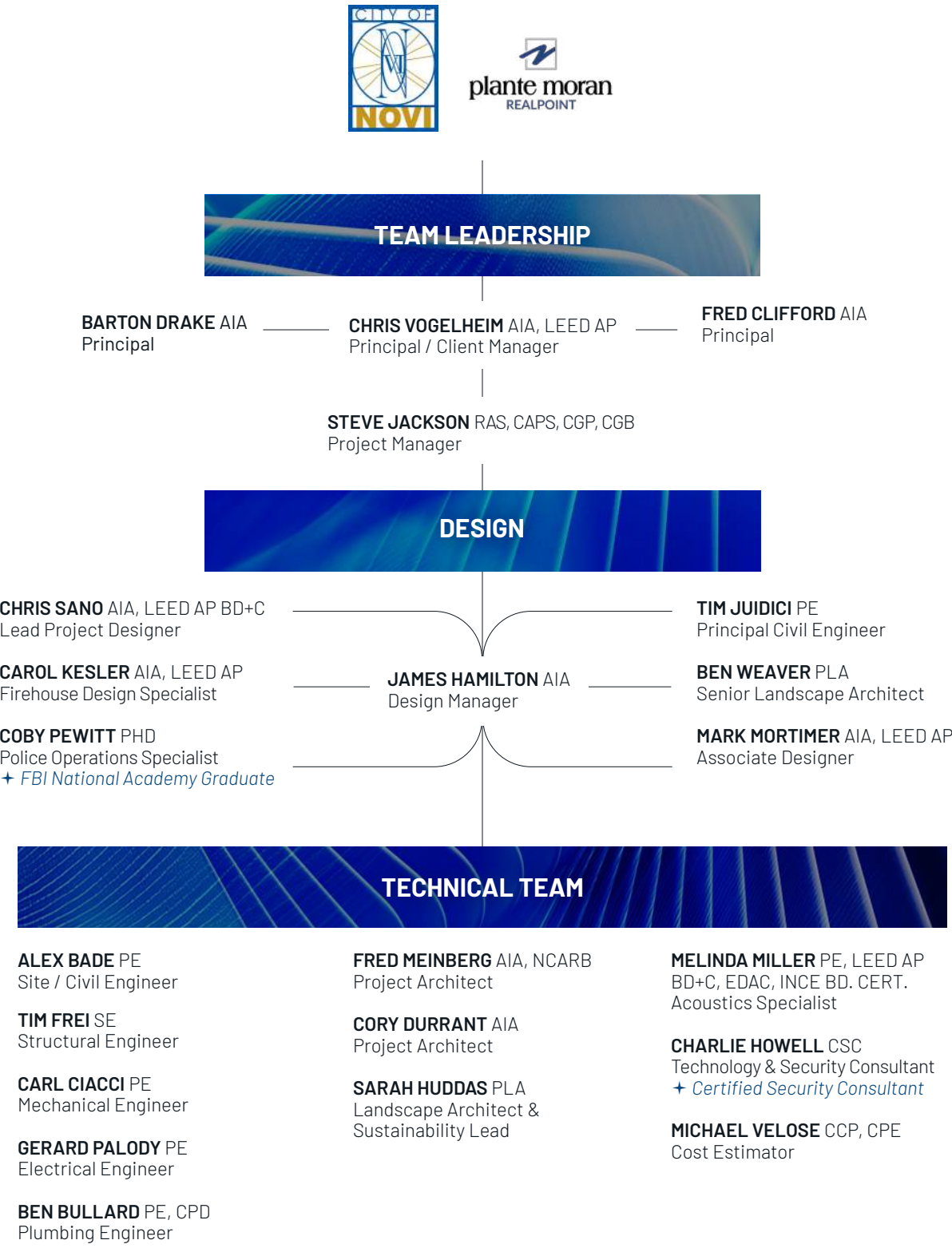
Our team operates as a fully integrated and multidisciplinary unit. With HED as Architect and Engineer of Record, BRW as Design Architect, and OHM as Civil Engineer, we are structured to foster early alignment, clear communication, and shared accountability from programming through post-occupancy. Each firm brings complementary strengths and a commitment to delivering spaces that reflect Novi's civic identity and operational priorities.

Through centralized coordination, regular stakeholder workshops, and continuous internal design huddles, we maintain momentum, minimize friction, and facilitate informed decisions and transparency. Our process uses shared models, real-time collaboration, and coordinated discipline work plans to align civil, architectural, MEP, and site planning systems.

We also understand that Novi's project is as much about people as it is about buildings. Our team is structured to elevate community voice, department-level insight, and long-term city vision. From early visioning through final documentation, we will engage leadership from Police, Fire, and Facilities, while integrating input from auxiliary staff, volunteers, and community stakeholders. Our phased approach is designed to align with the City's fiscal strategy and bond implementation needs.

We are unified in process, flexible by design, and deeply invested in helping Novi create a civic campus that inspires confidence and serves its community for generations to come.

ORGANIZATIONAL CHART



CHRIS VOGELHEIM AIA, LEED AP

Principal-in-Charge / HED

“I embrace change and challenge convention within the scope of the greater project vision to meet client needs and objectives.”

Chris serves as the Principal-in-Charge and Primary Point of Contact for the City of Novi Public Safety Program. He will provide clear technical direction, design integration, and quality oversight across all project phases. His human-centered approach helps him navigate the operational demands and stakeholder priorities unique to essential-service facilities. With deep experience in coordinating large teams and aligning diverse user needs, Chris brings engaged, responsive leadership to every project.

EDUCATION

Master of Architecture, University of Michigan
Bachelor of Science, Architecture, University of Michigan

REGISTRATIONS

Registered Architect: MI
LEED Accredited Professional
National Council of Architectural Registration Boards (NCARB)

MICHIGAN TECHNOLOGICAL UNIVERSITY, H-STEM ENGINEERING & HEALTH TECHNOLOGIES COMPLEX

Houghton, MI
Principal-in-Charge. 91,000 SF state-of-the-art STEM facility supporting interdisciplinary research, instructional labs, and health technologies with secure zones and flexible lab planning. The building accommodates multiple user groups with distinct operational needs while promoting collaboration across departments through shared core spaces.

SUBARU RESEARCH AND DEVELOPMENT CENTER

Van Buren Township, MI
Principal-in-Charge. 56,000 SF multidisciplinary R&D facility for Subaru that integrated secure testing areas, vehicle bays, engineering offices, and collaborative spaces into a high-performance, flexible environment. The project included coordination of vehicle circulation, large equipment infrastructure, and controlled access zones.

UNIVERSITY OF MICHIGAN, CENTRAL CAMPUS CLASSROOM BUILDING AND RUTHVEN RENOVATION

Ann Arbor, MI
Principal-in-Charge. 235,000 SF adaptive reuse of a historic civic facility, transforming a former museum into a modern administrative and research hub while preserving its iconic rotunda and public spaces. Integrated secure offices, computational research zones, and collaboration areas within a landmark building, balancing heritage conservation with high-performance infrastructure.

100+
Projects in Michigan

32+
Years of Experience



STEVE JACKSON RAS, CAPS, CGP, CGB

Project Manager / HED

Steve is a seasoned project leader with deep design-build experience and a proven track record delivering high-performance facilities.

Steve Jackson brings extensive experience managing complex civic projects, including police and fire facilities, with deep expertise in design-build delivery. As a former firm owner, he offers strong business acumen, construction fluency, and technical leadership from programming and budgeting to construction and closeout. Steve is known for translating operational goals into cost-effective, high-performance solutions while fostering collaboration across clients, consultants, and contractors.

EDUCATION

Bachelor of Architecture, Architecture Design & Theory, University of Kentucky

REGISTRATIONS

Registered Accessibility Specialist, Texas Accessibility Standards Academy
Certified Aging-In-Place Specialist
Certified Green Professional
Certified Graduate Builder

CITY OF MCKINNEY, POLICE FITNESS AND TRAINING ADDITION

McKinney, TX
Project Manager. A 9,000 SF tactical training addition and expanded fitness, locker, and wellness facilities to support a growing police department. Includes a storm shelter designed as a multi-functional training room and a memorial courtyard to honor fallen officers.

CITY OF WILLS POINT, PRECINCT 3 POLICE SUB-STATION

Wills Point, TX
Project Manager. New sub-station in historic downtown Wills Point, serving a small community with tight operational footprint and legacy context. The project integrates secure evidence storage, dispatch space, and office zones within a compact footprint—demonstrating adaptability and civic sensitivity.

TOWN OF FLOWER MOUND – FIRE DEPARTMENT STATION NO. 3

Flower Mound, TX
Project Manager. Designed a modern fire station with apparatus bays, EMS support, and a reservable community room open daily to the public—promoting transparency and department-community interaction. The station serves as a technical hub for emergency response serving a rapidly growing suburban community.

50+

Community and Government Projects

25+

Years of Experience



BARTON DRAKE AIA

Principal / HED

Barton is a civic design leader with a strong public safety portfolio.

Barton Drake has deep expertise in designing civic spaces that reflect community values and operational needs. His portfolio includes city halls, libraries, recreation centers, and public safety facilities, all grounded in thoughtful integration of program, site, and user experience. With a foundation in both design and construction, Barton brings a balanced, hands-on approach that delivers durable, purpose-driven facilities built to serve and inspire. He fosters strong client relationships and guiding projects with clarity from vision to execution. Barton’s public safety work is defined by designs that strengthen connection, support those who serve, and adapt to community growth.

EDUCATION

Bachelor of Architecture, University of Texas at Austin

REGISTRATIONS

Registered Architect: TX, LA

CITY OF MCKINNEY, POLICE FITNESS AND TRAINING ADDITION

McKinney, TX
Principal-in-Charge. A 9,000 SF tactical training addition and expanded fitness, locker, and wellness facilities to support a growing police department. Includes a storm shelter designed as a multi-functional training room and a memorial courtyard to honor fallen officers.

CITY OF ALLEN, FIRE STATION NO. 6

Allen, TX
Principal-in-Charge. 21,000 SF, five-bay fire station designed to support long-term operational needs and ease of maintenance. Included co-ed living quarters, fitness and dining areas, and secure apparatus bays . The project was designed in close coordination with fire leadership to reflect the city’s civic identity and meet site constraints.

CITY OF CELINA, FIRE STATION NO. 3

Celina, TX
Principal-in-Charge. 23,200 SF five-bay fire station that balances operational performance with architectural sensitivity to the surrounding residential neighborhood. Served as a prototype model for future satellite stations, with a collaborative, city-facing design process that included multiple aesthetic options for Council approval.

CITY OF CELINA, GOVERNMENT CENTER AND PARKING GARAGE

Celina, TX
Led the design of a 115,000 SF civic facility and 277-car parking garage as part of Celina’s downtown revitalization, blending public services, flexible gathering spaces, and library expansion into a single destination. The project features a roof deck, outdoor commons, and indoor collaboration areas to promote year-round community use, while honoring the city’s historic context.

66+

Community and Government Projects

40+

Years of Experience



FRED CLIFFORD AIA

Principal / BRW Architects

"Good architecture doesn't happen by accident—it takes experience, discipline, and a clear understanding of how every piece fits together."

Fred has over 35 years of experience in architecture and construction. Known for his technical insight and leadership, Fred oversees projects from early design through construction. He guides teams through the complexities of budget, programming, design, and planning, for well-coordinated and successful project delivery. His expertise has been instrumental in leading numerous municipal projects.

EDUCATION

Texas A&M University, Master of Architecture
The University of Texas at San Antonio, B.S. in Architecture

REGISTRATIONS

American Institute of Architects
Registered Architect: TX Reg. No. 21241

CITY OF RICHARDSON, PUBLIC SAFETY CAMPUS

Richardson, TX
Project Manager. 80,000 SF brings police, fire, 911 dispatch, and support services together on a 10-acre site for improved community safety and collaboration.

CITY OF ROYSE CITY, POLICE HEADQUARTERS

Royse City, TX
Principal-in-Charge. 28,000 SF single-story Headquarters supports 45 officers and 15 administrative staff, featuring modern law enforcement spaces, a storm shelter, and dedicated fitness and gathering areas.

CITY OF MANSFIELD, POLICE DEPARTMENT

Mansfield, TX
Principal-in-Charge. 62,000 SF, two-story facility with dispatch, holding, crime lab, property and evidence storage, backup EOC, and two support buildings for future needs.

CITY OF WEATHERFORD, PUBLIC SAFETY BUILDING

Weatherford, TX
Principal-in-Charge. 36,700 SF facility for police, fire administration, emergency management, and fitness spaces, with wellness features and flexible areas for future growth.

35+

Years of Experience in
Public Safety

20+

Public Safety Projects Led

\$100M+

In Public Safety
Construction



JAMES HAMILTON AIA

Design Manager / BRW Architects

"The success of a police facility hinges on understanding the details and designing spaces that protect the officers who serve within them."

James brings 30 years of experience across a wide range of project types and has focused exclusively on police facilities since joining BRW. He excels at guiding teams through every phase of a project—from early design and entitlements to construction. His deep technical knowledge and commitment to client needs result in high-performing, user-focused facilities.

EDUCATION

Texas A&M University, Bachelor of Environmental Design

REGISTRATIONS

American Institute of Architects
Registered Architect: TX Reg. No. 19050

CITY OF ROYSE CITY, POLICE HEADQUARTERS

Royse City, TX
Project Manager. 28,000 SF single-story Headquarters supports 45 officers and 15 administrative staff, featuring modern law enforcement spaces, a storm shelter, and dedicated fitness and gathering areas.

CITY OF MANSFIELD, POLICE DEPARTMENT

Mansfield, TX
Project Manager. 62,000 SF, two-story facility with dispatch, holding, crime lab, property and evidence storage, backup EOC, and two support buildings for future needs.

CITY OF MESQUITE, FIRE STATION NO. 8 & PUBLIC SAFETY TRAINING FACILITY

Mesquite, TX
Project Manager. 17,000 SF Fire Station with four pull-through bays, private sleeping quarters, an open kitchen, a dayroom, study spaces, a storm shelter, and a fitness area. The 5,500 SF Public Safety Training Facility includes offices for staff, space for 52 trainees, and a four-story burn tower for firefighter training. A police substation with offices, a kitchenette, and shared public lobby access is also part of the project.

30+

Years of Experience



CHRIS SANO AIA, LEED AP BD+C

Lead Project Designer / BRW Architects

“Design is about more than solving problems. It’s about recognizing the character of a place and using it to shape meaningful public spaces.”

Chris Sano, AIA, is a Principal and Design Director at BRW, where he has co-led the Dallas Civic Projects Studio for nearly two decades. He brings a thoughtful approach to a wide range of public projects, balancing creativity with practical design solutions. Chris is driven by a belief that great civic architecture begins with understanding the identity of the site and the people it serves.

EDUCATION

Texas A&M University, Master of Architecture
Texas A&M University, Bachelor of Environmental Design

REGISTRATIONS

American Institute of Architects
Registered Architect: TX Reg. No. 20028
LEED Accredited Professional

CITY OF LEWISVILLE, TITTLE MCFADDEN PUBLIC SAFETY CENTER

Lewisville, TX
Project Designer. 116,000 SF designed to bring police, fire, emergency operations, and support services together on a 16-acre campus. The project features dedicated training spaces and a five-level parking garage to support public safety operations and future growth.

CITY OF RICHARDSON, PUBLIC SAFETY CAMPUS

Richardson, TX
Project Designer. 80,000 SF brings police, fire, 911 dispatch, and support services together on a 10-acre site for improved community safety and collaboration.

CITY OF ROYSE CITY, POLICE HEADQUARTERS

Royse City, TX
Project Designer. 28,000 SF single-story Headquarters supports 45 officers and 15 administrative staff, featuring modern law enforcement spaces, a storm shelter, and dedicated fitness and gathering areas.

CITY OF MANSFIELD, POLICE DEPARTMENT

Mansfield, TX
Project Designer. 62,000 SF, two-story facility with dispatch, holding, crime lab, property and evidence storage, backup EOC, and two support buildings for future needs.

CITY OF WEATHERFORD, PUBLIC SAFETY BUILDING

Weatherford, TX
Project Designer. 36,700 SF facility for police, fire administration, emergency management, and fitness spaces, with wellness features and flexible areas for future growth.

25+
Years of Experience

AWARD-
WINNING
Design Record



CAROL KESLER AIA, LEGACY LEED AP

Firehouse Design Specialist / BRW Architects

“Every detail in a fire station matters because when the call comes, the building has to work as hard as the crew inside it.”

Carol is deeply passionate about designing fire stations that not only serve their communities exceptionally well but also support the health, safety, and efficiency of the firefighters who use them. With a career dedicated to fire station design, she has become a trusted mentor and an invaluable resource to both our internal design teams and the Fire Departments we collaborate with.

EDUCATION

Texas A&M University, Master of Architecture
Washington University, St.Louis, B.A. of Architecture

REGISTRATIONS

American Institute of Architects
Registered Architect: TX
LEED Accredited Professional

CITY OF LEWISVILLE, TITTLE MCFADDEN PUBLIC SAFETY CENTER

Lewisville, TX
Project Manager - Fire. 116,000 SF designed to bring police, fire, emergency operations, and support services together on a 16-acre campus. The project features dedicated training spaces and a five-level parking garage to support public safety operations and future growth.

CITY OF RICHARDSON, PUBLIC SAFETY CAMPUS

Richardson, TX
Project Architect - Fire. 80,000 SF brings police, fire, 911 dispatch, and support services together on a 10-acre site for improved community safety and collaboration.

TOWN OF PROSPER, CENTRAL FIRE STATION & ADMINISTRATION

Prosper, TX
Project Manager. 30,358 SF serves as the hub for fire operations and leadership. The facility features an open public lobby, wellness-focused amenities, and a design that complements the adjacent police headquarters.

CITY OF GARLAND, FIRE STATION NO. 6

Garland, TX
Project Manager. 13,546 SF inspired by mid-century modern architecture, with a staff courtyard, fitness room, and glazed apparatus bays, creating a civic presence along the President George Bush Highway.

CITY OF SAGINAW, CENTRAL FIRE STATION

Saginaw, TX
Project Manager. 24,432 SF two-building complex with a 5-bay fire station, administrative offices, Emergency Operations Center, training spaces, and logistical storage, all supporting community safety and future growth.

40+
Fire Station Projects

28+
Years of Experience



COBY PEWITT PHD

Police Operations Specialist / BRW Architects

“I’ve lived the challenges these facilities are built to solve. My goal is to help create spaces that truly serve the people who protect our communities.”

As a retired Assistant Chief of Police from the Richardson Police Department, Coby brings nearly three decades of command-level law enforcement experience to the team. His leadership in police operations and facility planning— including managing the design and construction of the award-winning Richardson Public Safety Campus— gives this project authentic insight into the needs and culture of a modern public safety headquarters. He specializes in aligning design with operational reality, while also fostering officer wellness, efficiency, and performance through future-focused, technology-enhanced, mission-driven spaces.

EDUCATION

University of Texas at Dallas, Doctor of Philosophy, Master of Business Administration
University of North Texas, Bachelor of Business Administration

REGISTRATIONS

FBI National Academy Graduate - Session 273

AREAS OF EXPERTISE

- Operational Strategy & Culture Alignment
- Facility Planning & Departmental Programming
- Emergency Communications & Technology Integration
- Officer Wellness & Workplace Performance
- Policy & Leadership in Municipal Police Agencies
- Community-Centered Public Safety Design

AFFILIATIONS

- The University of Texas at Tyler
- Adjunct Professor (Remote) May 2025 - Present
- Institute of Law Enforcement Administration
- Adjunct Instructor 2020 - Present

NOTABLE COLLABORATION - RICHARDSON PUBLIC SAFETY CAMPUS

As Assistant Chief, Coby led operational input for the design and construction of the 80,000 SF Richardson Public Safety Campus, including Police, Fire, Emergency Operations, and Communications. His involvement shaped decision-making around departmental adjacencies, officer workflow, and technology integration—helping deliver a facility that enhances both performance and morale.

29+

Years of Law Enforcement Experience



TIM JUIDICI PE

Principal Civil Engineer / OHM Advisors

Tim has worked with many communities on general engineering, CIP and implementation, municipal design services, construction administration, and site development review.

As a Principal/Client Representative in OHM Advisors’ Municipal Services group, Tim is responsible for serving communities. He assists municipalities with the evaluation of their infrastructure and the prioritization of capital investment needs, particularly for transportation, water and sewer system infrastructure.

EDUCATION

Bachelor of Science in Civil Engineering, Michigan Technological University

REGISTRATIONS

Professional Engineer: MI

CITY OF NOVI CRESENT/BEGOLE CONNECTION

Novi, MI
Principal. Included construction of a new roadway connection between Cresent Blvd and Lee BeGole Dr, as well as reconstruction/re-alignment of Lee BeGole and construction of a new round-a-bout at the intersection with 11 Mile Rd. This new roadway alignment allowed for the construction of the City’s new Public Safety Headquarters as well as provide improved access to the existing DPW facility. The project included construction of two new box culverts, water main extension, storm sewer, sidewalks, landscaping, and stream restoration.

CITY OF AUBURN HILLS PARKING LOT IMPROVEMENTS

Auburn Hills, MI
Principal. Improvements to several City-owned parking lots, including Fieldstone Golf Club, Fire Station 1, and Fire Station 3. Parking lots at Fieldstone and Station 1 included removal and replacement of asphalt pavement, curb repairs, drainage structure repairs, and sidewalk improvements. The Station 3 parking lot included complete removal and reconstruction with new concrete pavement, base improvements, sidewalk improvements, and drainage. All of the lots were constructed while maintaining access to the facilities for public, staff, and emergency vehicles.

AUBURN ROAD STREETScape AND EMMONS PLAZA

Rochester Hills, MI
Project Manager. Responsible for median and gateway features along the Auburn Road corridor incorporated into the newly reconstruction roadway. The project also involved construction of a public plaza within the vacated Emmons stree.

CITY OF NOVI VACTOR STATION AND DPW PARKING LOT IMPROVEMENTS

Novi, MI
Project Manager. Included design of upgrades to the DPW facility for compliance with the City’s MS4 permit, which includes construction of a vactor discharge station and reconstruction of portions of the existing DPW lot. The discharge station includes area for sanitary, storm, and street sweeping spoil dewatering and storage. A pad for waste dumpsters is also included as containment for discharge. The parking lot work includes reconstruction of the main entrance drive and lot south of the DPW, construction a new south entrance drive, and concrete pads for material storage and storm water containment.

22+

Years of Experience

10

Years as a Novi Consultant

250+

Career Public Projects



BEN WEAVER PLA

Senior Landscape Architect / OHM Advisors

Ben is a passionate designer with an extensive background in all areas of landscape architecture.

Inspired by the natural environment, Ben is a passionate designer with an extensive background in all areas of Landscape Architecture and Project Management. He is a creative problem solver with an expansive skill set working in the municipal, industrial, commercial, health care and residential sectors. He is a licensed Landscape Architect in the State of Michigan.

EDUCATION

Master of Landscape Architecture, The Ohio State University
Bachelor of Science in Horticulture, Michigan State University

REGISTRATIONS

Professional Landscape Architect: MI

SCIO FIRE STATION NO. 2

Scio Township, MI
Landscape Architect. This project includes the new construction of a 3-bay fire station to expand the community's fire department coverage and reduce emergency response time for township residents and neighboring communities. This project has net-zero carbon emissions as the top project priority and will involve multiple sustainable building practices and energy efficient solutions. The project includes low impact stormwater management methods, solar power generation, geothermal heating/cooling, native plantings, recycled materials usage.

WCAA ROGELL DRIVE REHABILITATION DESIGN SERVICES

Wayne County, MI
Lead Landscape Architect. In conjunction with the Rogell Drive roadway realignment project, the Wayne County Airport Authority wished to include more aesthetic appeal along the main entry access to Detroit Metro Airport (including a custom gateway feature welcome visitors). As a part of the design team for this ongoing project, Ben's responsibilities included design development, project coordination, and quality assurance services for the landscaping design associated with the project. Ben led the development of the landscaping design including development of plans, specifications, and quantities. Ben will also oversee all the planting installations.

AUBURN ROAD STUDY & RECONSTRUCTION

Auburn Hills, MI
Lead Landscape Architect. In addition to the reconstruction of this one-half mile roadway, the City of Rochester Hills is incorporating a new streetscape plan to encourage new growth and development of the area. The streetscape planning includes decorative concrete, rain gardens incorporated within street side plantings, a public plaza, customized decorative fencing, ornamental plantings, alleyway upgrades, and customized gateway features. Ben is responsible for landscape design, oversight, and planning, project coordination, public engagement, and quality assurance services.

RIVERSIDE PARK AMPHITHEATER

Auburn Hills, MI
Landscape Architect. The City of Auburn Hills hired OHM to evaluate its downtown sector in order to enhance the functionality and improve the safety of the corridor while also adding a destination element to the adjacent Riverside Park. Ben was the lead designer for the aesthetic streetscape improvements and the final amphitheater layout and landscape plans. His tasks also included construction documentation and generation of landscape specifications.



22+

Years of Experience

50+

Public Projects

20+

Parks/Memorials/Gathering
Spaces in MI

MARK MORTIMER AIA, LEED AP

Associate Designer / HED

Mark is a thoughtful civic designer with a proven ability to translate operational needs into enduring, community-centered architecture.

Mark Mortimer brings a strong record of shaping impactful civic and public safety facilities through a thoughtful, context-driven design approach. He excels at translating complex operational needs into clear, cohesive architectural solutions that reflect community identity and client priorities. Mark's collaborative leadership and technical fluency helps the design intent carry through every phase of the project.

EDUCATION

Master of Architecture, University of Texas at Arlington
Bachelor of Science, Architecture, University of Texas at Arlington

REGISTRATIONS

Registered Architect: TX
LEED Accredited Professional

CITY OF MCKINNEY, POLICE FITNESS AND TRAINING ADDITION

McKinney, TX
Designer. A 9,000 SF tactical training addition and expanded fitness, locker, and wellness facilities to support a growing police department. Includes a storm shelter designed as a multi-functional training room and a memorial courtyard to honor fallen officers.

CITY OF ALLEN, FIRE STATION NO. 6

Allen, TX
Designer. 21,000 SF, five-bay fire station designed to support long-term operational needs and ease of maintenance. Included co-ed living quarters, fitness and dining areas, and secure apparatus bays. The project was designed in close coordination with fire leadership to reflect the city's civic identity and meet site constraints.

CITY OF CELINA, FIRE STATION NO. 3

Celina, TX
Designer. 23,200 SF five-bay fire station that balances operational performance with architectural sensitivity to the surrounding residential neighborhood. Served as a prototype model for future satellite stations, with a collaborative, city-facing design process that included multiple aesthetic options for Council approval.

25+

Community and
Government Projects

25+

Years of Experience



FRED MEINBERG AIA, NCARB

Project Architect / HED

Fred brings precision and continuity to complex projects, with a track record of guiding them from documentation through construction.

Fred Meinberg brings deep expertise in the renovation and expansion of essential service facilities, with experience spanning planning, architectural design, and technical project administration. His work includes code compliance, secure facility detailing, and coordination across multidisciplinary teams. Fred provides critical support through Revit-based documentation, submittal and RFI management, and construction-phase problem solving that keeps complex renovations on track.

EDUCATION

Master of Architecture, Lawrence Technological University
Bachelor of Science, Architecture, Lawrence Technological University

REGISTRATIONS

Registered Architect: MI

OAKLAND COUNTY PURCHASING DIVISION, 31 E JUDSON REDEVELOPMENT

Pontiac, MI
Project Architect. 220,000 SF renovation of the 31 E Judson building as part of a 10.4-acre urban redevelopment, consolidating 700 County employees and supporting a broader downtown revitalization through master planning, stakeholder engagement, and phased design.

UNIVERSITY OF MICHIGAN, CENTRAL CAMPUS CLASSROOM BUILDING AND RUTHVEN RENOVATION

Ann Arbor, MI
Project Architect. 235,000 SF adaptive reuse of a historic civic facility, transforming a former museum into a modern administrative and research hub while preserving its iconic rotunda and public spaces. Integrated secure offices, computational research zones, and collaboration areas within a landmark building, balancing heritage conservation with high-performance infrastructure.

CHARTER TOWNSHIP OF REDFORD, RECREATION AND WELLNESS CENTER

Redford Township, MI
35,000 SF civic recreation and wellness facility focused on community connection, long-term adaptability, and operational alignment. Worked closely with township leadership to validate existing needs, define priorities, and deliver a solution that balanced performance, budget, and growth.

PUBLIC SAFETY PROJECTS / PREVIOUS EXPERIENCE

Various Locations, MI
Fire Stations: City of Rochester, Green Oak Township, Canton Township, City of Warren, Highland Township. **Police Stations:** City of Royal Oak, Green Oak Township, Public Safety (Police & Fire), City of Grosse Pointe.

20+
Projects in Michigan

7+
Years of Experience



CORY DURRANT AIA

Project Architect / BRW Architects

“Clear communication and careful coordination are what turn good ideas into great buildings.”

Cory stands as a cornerstone in our team, holding the role of a Project Architect. With a keen eye for detail and a passion for excellence, Cory takes charge of overseeing the entire spectrum of architectural and construction document production, seamlessly guiding projects from conceptualization to execution. His proficiency in fostering effective communication among clients, consultants, and contractors is exemplary, so that all stakeholders are aligned with project objectives.

EDUCATION

University of Arkansas, Bachelor of Architecture

REGISTRATIONS

American Institute of Architects
Registered Architect: TX Reg. No. 31760

CITY OF LEWISVILLE, TITTLE MCFADDEN PUBLIC SAFETY CENTER

Lewisville, TX
Architect. 116,000 SF designed to bring police, fire, emergency operations, and support services together on a 16-acre campus. The project features dedicated training spaces and a five-level parking garage to support public safety operations and future growth.

CITY OF RICHARDSON, PUBLIC SAFETY CAMPUS

Richardson, TX
Architect. 80,000 SF brings police, fire, 911 dispatch, and support services together on a 10-acre site for improved community safety and collaboration.

CITY OF SAGINAW, CENTRAL FIRE STATION

Saginaw, TX
Architect. 24,432 SF two-building complex with a 5-bay fire station, administrative offices, Emergency Operations Center, training spaces, and logistical storage, all supporting community safety and future growth.

CITY OF MESQUITE, FIRE STATION NO. 8 & PUBLIC SAFETY TRAINING FACILITY

Mesquite, TX
Architect. 17,000 SF Fire Station with four pull-through bays, private sleeping quarters, an open kitchen, a dayroom, study spaces, a storm shelter, and a fitness area. The 5,500 SF Public Safety Training Facility includes offices for staff, space for 52 trainees, and a four-story burn tower for firefighter training. A police substation with offices, a kitchenette, and shared public lobby access is also part of the project.

20+
Public Safety Projects Supported

8+
Years with BRW

100,000+
SF Facility Experience



ALEX BADE PE

Site/Civil Engineer / OHM Advisors

Alex’s on-site field experience paired with successful history working with local, state, and federal governments has led to repeated success.

Alex has 15 years of design and construction project experience, servicing a wide variety of clients in assessment, design, construction documents, QA/QC, and field engineering roles. Alex’s on-site field experience paired with a successful history working with local, state, and federal governments, educational entities, as well as private companies has led to repeated success in multi-disciplinary facilities and infrastructure design and construction projects for all types of communities. Alex is also familiar with navigating inter-governmental relationships and other public partnerships to facilitate successful, compliant, and efficient projects.

EDUCATION

Bachelor of Science in Civil Engineering, University of Michigan

REGISTRATIONS

Professional Engineer: MI

NORTHVILLE ESSENTIAL SERVICES COMPLEX

Northville Township, MI

Project Manager and Lead Civil Engineer. Site design and civil engineering lead for a land redevelopment project to repurpose state land into a new Fire, Police, and Public Works complex. An ongoing project with multiple stakeholders and community benefits including additional adjacent recreational space and pedestrian path improvements.

SCIO FIRE STATION NO. 2

Scio Township, MI

Design Project Manager. New construction of a 3-bay fire station to expand the community’s fire department coverage and reduce emergency response time. This project has net-zero carbon emissions as the top project priority and will involve multiple sustainable building practices and energy efficient solutions. The site will be public-welcoming with several points of community interaction.

DEXTER FIRE STATION REPLACEMENT

Dexter, MI

Project Manager. Removal and reconstruction of a critical public safety facility in heart of downtown Dexter. The site involves considerable grading challenges, integration with an adjacent park, architectural and character integration with downtown, and close proximity to the Huron River, a water of the state.

NORTHVILLE FARMERS MARKET

City of Northville/Northville Township, MI

Project Manager. Civil engineering, planning, and architectural effort to evaluate a potential parcel purchase for the intended use as the new location of the Northville Farmer’s Market. Mr. Bade’s led a team in conducting due diligence, environmental site assessments, soil investigations, utility and infrastructure availability, and conceptual test-fit design.

15+

Years of Experience

50+

Public Facility Projects

6

Public Safety Sites in MI



TIMOTHY FREI PE, SE

Structural Engineer / HED

Tim facilitates long-term performance and continuity for essential service buildings.

Tim Frei provides structural engineering and construction administration services to projects, with a concentration on academic and community projects. Tim’s experience in design and retrofit of new buildings and structures located in high seismic regions and providing condition assessments as well as due-diligence reviews for existing buildings and structures. He has seasoned experience with historic buildings, seismic anchorage, restraint of non-structural elements, and alternative energy projects.

EDUCATION

Bachelor of Science, Architectural Engineering, California Polytechnic State University, San Luis Obispo

REGISTRATIONS

Professional Engineer: AZ, CA, CO, MI, MO, NM, NV, TN, TX, WI,
Professional Structural Engineer: CA, IL

LOS RIOS COMMUNITY COLLEGE DISTRICT, POLICE DEPARTMENT RELOCATON & TENANT IMPROVEMENT

Sacramento, CA

Renovation and relocation of a campus police department, including secure offices, dispatch, evidence storage, and public interface zones. Designed to support modern policing needs within an existing campus facility while minimizing disruption to ongoing college operations.

LAWRENCE LIVERMORE NATIONAL LABORATORY - ENVIRONMENT SAFETY & HEALTH TRAINING CENTER

Livermore, CA

Structural Engineer. 11,240 SF conversion to adapt an existing building design to a new site / for a new purpose. The design team rotated and flipped the building to allow for a more aesthetic entry while accommodating more lab training functionality.

STATE CONTROLLER’S OFFICE

Sacramento CA

Structural Engineer. Modifications to existing shell building to accommodate tenant build out for the State Controller’s Office. Structural scope included creation of new openings in existing wood sheathed shear walls requiring strengthening of remaining walls utilizing hold downs and new foundations.

33+

Years of Experience

LICENSED

Structural Engineer in 10 States



CARL CIACCI PE
Mechanical Engineer / HED

"Carl is passionate about complex projects with stringent and technically detailed mechanical systems."

Carl Ciacci’s background spans both mechanical contracting and engineering design, giving him a unique ability to navigate constructability, coordination, and system performance with confidence. Carl’s expertise in high-containment labs, hazardous environments, and industrial piping systems translates seamlessly to the mission-critical demands of public safety facilities.

EDUCATION
Bachelor of Science, Mechanical Engineering, Villanova University

REGISTRATIONS
Professional Engineer: CA, CO, SD

STATE OF WISCONSIN, DEPARTMENT OF JUSTICE, FORENSIC SCIENCE & PROTECTIVE MEDICINE FACILITY
Milwaukee, WI
Mechanical Engineer. Specialized facility housing forensic laboratories, medical examiner functions, and law enforcement training spaces. Scope included lab gas and vacuum systems, secure evidence processing utilities, and medical-grade water distribution. The project required detailed coordination with lab planners and state regulatory agencies to support critical operations, system redundancy, and biosafety compliance.

MICHIGAN STATE UNIVERSITY, PLANT AND ENVIRONMENTAL SCIENCE BUILDING
East Lansing, MI
Mechanical Engineer. Flexible academic and research facility housing teaching labs, collaboration spaces, and seminar rooms. Scope included lab gas distribution, acid waste systems, emergency eye wash stations, and water-efficient fixtures to support sustainable campus goals. The project required coordination with lab planning and MEP teams to meet complex user needs while maintaining system performance and code compliance.

17+
Years of Experience

515,000+
SF Facility Experience



GERARD PALODY PE
Electrical Engineer / HED

Gerard brings technical precision and leadership to power, lighting, and life safety systems across complex projects.

Gerard Palody is an electrical engineer at HED, and responsible for building system concepts and the documentation process for both large, complex projects and smaller projects alike. Gerard has proficient knowledge in power distribution, lighting controls, fire alarm, specification writing, and sustainability/reports on the projects. He is responsible for overseeing other team members within the discipline and is a well-valued team member who responds to client requests in a timely manner.

EDUCATION
Bachelor of Science, Electrical Engineering, California Polytechnic State University - Pomona

REGISTRATIONS
Professional Engineer: CA

RELEVANT EXPERIENCE

MICHIGAN STATE UNIVERSITY, PLANT AND ENVIRONMENTAL SCIENCE BUILDING
East Lansing, MI
Electrical Engineer. Flexible academic and research facility housing teaching labs, collaboration spaces, and seminar rooms. Scope included lab gas distribution, acid waste systems, emergency eye wash stations, and water-efficient fixtures to support sustainable campus goals. The project required coordination with lab planning and MEP teams to meet complex user needs while maintaining system performance and code compliance.

UNIVERSITY OF MICHIGAN, CENTRAL CAMPUS CLASSROOM BUILDING AND RUTHVEN RENOVATION
Ann Arbor, MI
Electrical Engineer. 235,000 SF adaptive reuse of a historic civic facility, transforming a former museum into a modern administrative and research hub while preserving its iconic rotunda and public spaces. Integrated secure offices, computational research zones, and collaboration areas within a landmark building, balancing heritage conservation with high-performance infrastructure.

WACKER CHEMICAL CORPORATION, INNOVATION CENTER AND REGIONAL HEADQUARTERS
Pittsfield Township, MI
Electrical Engineer. 165,000 SF new construction of a research and development facility integrating office, lab, and secure technical environments. Designed for long-term adaptability and system performance, the project involved complex mechanical infrastructure and stakeholder-driven planning—relevant to the operational demands of co-located public safety facilities.

9+
Years of Experience

500,000+
SF Facility Experience



BEN BULLARD CPD, PE
Plumbing Engineer / HED

Ben brings multi-sector experience with high-performance building projects.

Ben Bullard will support the documentation and coordination of mechanical systems, contributing to efficient, reliable solutions that align with civic performance standards. He will participate in project meetings and provide technical support throughout design development. Ben brings a collaborative approach to system integration, ensuring alignment with architectural and structural goals. His attention to detail and responsiveness will support a smooth coordination process across all disciplines.

EDUCATION
Bachelor of Science, Mechanical Engineering, University of Georgia

REGISTRATIONS
Professional Engineer: CO
Certified in Plumbing Design

STATE OF WISCONSIN, DEPARTMENT OF JUSTICE, FORENSIC SCIENCE & PROTECTIVE MEDICINE FACILITY
Milwaukee, WI
Plumbing Engineer. Specialized facility housing forensic laboratories, medical examiner functions, and law enforcement training spaces. Scope included lab gas and vacuum systems, secure evidence processing utilities, and medical-grade water distribution. The project required detailed coordination with lab planners and state regulatory agencies to support critical operations, system redundancy, and biosafety compliance.

MICHIGAN STATE UNIVERSITY, PLANT AND ENVIRONMENTAL SCIENCE BUILDING
East Lansing, MI
Plumbing Engineer. Flexible academic and research facility housing teaching labs, collaboration spaces, and seminar rooms. Scope included lab gas distribution, acid waste systems, emergency eye wash stations, and water-efficient fixtures to support sustainable campus goals. The project required coordination with lab planning and MEP teams to meet complex user needs while maintaining system performance and code compliance.

NTT GLOBAL DATA CENTERS CH, LLC
Chicago, IL
Plumbing Engineer. 450,000 SF, 54 MW new-build data center facility. Scope included domestic water, storm, and sanitary systems designed for mission-critical reliability, as well as coordination of piping infrastructure to support equipment cooling systems and emergency operations. Emphasis was placed on system redundancy, code compliance, and integration with the facility's high-performance mechanical and electrical systems.

1M+
SF Facility Experience



SARAH HUDDAS PLA
Landscape Architect & Sustainability Lead / OHM Advisors

Sarah integrates her love for nature with her passion for art, sustainable design and culture.

Sarah's goal is to inspire others to experience the outdoors and gain an appreciation and respect for the natural environment through the spaces she is a part of creating, preserving, and/or restoring. Sarah has diverse experience with a variety of projects, including municipal and private planning, campus site design, urban redevelopment, streetscape design, master planning, and marketing efforts. She has completed several projects in all aspects of the design phases, from conceptual development to construction documentation. Sarah has experience with public meetings, developing presentations as well as interfacing with the public.

EDUCATION
Bachelor of Landscape Architecture, Michigan State University

REGISTRATIONS
Professional Landscape Architect: MI

FORD COVE SHORELINE & COASTAL WETLAND RESTORATION FEASIBILITY
Grosse Pointe Shores, MI
Landscape Architect. Project includes the development of a feasibility plan to restore and reestablish native habitat that has been lost on the Ford House grounds and in Ford Cove, including 5.5 acres of coastal marsh, 8 acres of nearshore habitat, 4 acres of adjacent forested wetland and roughly 1 mile of Great Lakes shoreline. Utilizing the latest technology in concert with natural processes and nature-based solutions to impairments in this coastal habitat, this work focuses on the feasibility of harnessing ecosystem services to provide healthy conditions for our native flora and fauna and support the historical and ecological landscape envisioned by the Ford family and Jens Jensen.

SAULT STE. MARIE DOWNTOWN PLACEMAKING & ACCESS
Sault Ste. Marie, MI
Urban Designer. Project work consisted of the reconstruction and rehabilitation of four city street segments and adjacent downtown parking lots. The funding for this project came through a Community Development Block Grant (CDBG). This \$5,000,000 construction project is intended to enhance the roadways and parking areas with new pavement, as well as enhanced site designs and amenities to improve the walkability and aesthetics of the area.

ANN ARBOR PUBLIC SCHOOLS SITE IMPROVEMENTS
Ann Arbor, MI
Lead Landscape Architect. Development of landscape plans for Pioneer High School and Scarlett Middle School entrances from concept iterations through construction documentation. Designs focused on development of spaces that can properly facilitate pedestrian circulation in a safe manner, while also paying careful attention to allow for site amenity access. Enhanced designs for both sites included updated site furnishings, decorative hardscape and planting of mostly native perennials, shrubs and trees to generate a refreshed aesthetic to each school's approach and convey a welcoming yet safe design.

15+
Years of Experience

28
Site Design Projects

8+
Streetscape Projects



MELINDA MILLER PE, LEED AP BD+C, EDAC, INCE BD. CERT.

Acoustics Specialist / ABD Engineering & Design

Melinda Miller’s expertise includes diagnosing and preventing noise problems, designing acoustically optimized environments, and using evidence-based design practices.

A Professional Acoustical Engineer, licensed by the State of Oregon, Melinda has chaired sessions at Noise-con and Inter-noise, presented technical papers and education sessions for the Acoustical Society of America, the American Institute of Architects, and the Chicago Chapter of the Audio Engineering Society.

EDUCATION

Master of Science in Mechanical Engineering, University of Illinois at Chicago
Bachelor of Science in Mechanical Engineering, University of Idaho

CERTIFICATIONS

State of Oregon, Professional Engineer, #88158PE
Institute of Noise Control Engineering (INCE), Board-Certified Member
Institute of Noise Control Engineering (INCE), Certification Board, and Board of Directors
Evidence-Based Design Accreditation and Certification (EDAC)
U.S. Green Building Council LEED AP BD+C

DLR, HILLSBORO POLICE

Hillsboro, OR
Principal Engineer. Acoustical consulting including room acoustics, noise isolation, and mechanical noise control for the Command/Dispatch, Conference Rooms, Private Offices, Open Office spaces and locker rooms. ABD also included a noise study to address sound from the adjacent airport.

SPARK43, MUSKEGON CENTRAL DISPATCH - FIRE STATION

Muskegon, MI
Principal Engineer. After occupancy, when acoustics had not been part of construction and design, ABD provided acoustical testing and recommendations to improve noise and impact isolation for the floor/ceilings and walls, along with room acoustics to address excessive echo in the spaces.

THE ARCHITECTURAL GROUP, POLKTON FIRE STATION

Coopersville, MI
Principal Engineer. Review and recommendations for the construction materials and methods needed to adequately separate spaces from each other.

DEWBERRY, CLEVELAND POLICE HEADQUARTERS

Cleveland, OH
Principal Engineer. ABD began with a noise study and facade recommendations to block noise from the adjacent railway switchyard and roadways. Acoustical guidelines included room acoustics, noise isolation, impact insulation, mechanical noise and vibration control throughout the facility. Association of Licensed Architects Design Awards, Silver Award Winner.

14+
Years Experience

24+
Years with ABD



CHARLIE HOWELL CSC

Technology & Security / Howell Design Group

“Technology is meant to enhance the operations and security of a facility.”

Charlie is a technolgy professional who has over 35 years of experience in the security and technology industry.

Charlie has a unique skillset of designing technology that is driven by how the client will be operating and using the space being designed and built for them. His experience with projects from the early conceptual conversations to post occupancy operational reviews brings this unique perspective to each project.

REGISTRATIONS

Certified Security Consultant

CITY OF LEWISVILLE, TITTLE MCFADDEN PUBLIC SAFETY CENTER

Lewisville, TX
Technology & Security Consultant. 116,000 SF designed to bring police, fire, emergency operations, and support services together on a 16-acre campus. The project features dedicated training spaces and a five-level parking garage to support public safety operations and future growth.

CITY OF WEATHERFORD, PUBLIC SAFETY BUILDING

Weatherford, TX
Technology & Security Consultant. 36,700 SF facility for police, fire administration, emergency management, and fitness spaces, with wellness features and flexible areas for future growth.

CITY OF RICHARDSON, PUBLIC SAFETY CAMPUS

Richardson, TX
Technology & Security Consultant. 80,000 SF brings police, fire, 911 dispatch, and support services together on a 10-acre site for improved community safety and collaboration.

CITY OF ROYSE CITY, POLICE HEADQUARTERS

Royse City, TX
Technology & Security Consultant. 28,000 SF single-story Headquarters supports 45 officers and 15 administrative staff, featuring modern law enforcement spaces, a storm shelter, and dedicated fitness and gathering areas.

CITY OF MANSFIELD, POLICE DEPARTMENT

Mansfield, TX
Technology & Security Consultant. 62,000 SF, two-story facility with dispatch, holding, crime lab, property and evidence storage, backup EOC, and two support buildings for future needs.

TOWN OF PROSPER, PUBLIC SAFETY CAMPUS

Prosper, TX
Technology & Security Consultant. 53,500 SF campus comprised of two buildings: central fire station with administration and EOC, and police headquarters.

35+
Years of Experience

SECURITY

Consultant for all high security BRW projects since 2016



MICHAEL VELOSE CCP, CPE
Vice President/Regional Cost Estimating Manager / OCMI, Inc.

OCMI Inc. has provided cost estimating services for the past 43 years. Our estimates average +/- 3% of the final bid estimate.

Mike Velose has more than 31 years of field experience with civic projects specializing in MEP systems. He understands lifecycle costs and value engineering, making him a valuable asset to design and engineering teams. Mike has experience in leading estimating efforts across all facets of civic building projects and utility systems. He has provided estimates for public safety, courts, detention centers, educational centers, community centers, parks, and housing throughout the United States.

EDUCATION
MS, Technology Management, University of Texas Arlington
BS, Mechanical Engineering, New Mexico State University

CERTIFICATIONS
Certified Cost Professional: AACE International
Certified Professional Estimator: ASPE

GASTON COUNTY, NC, PUBLIC SAFETY CAMPUS PROGRAMMING
Gastonia, NC
Cost Estimating Manager. Programming and planning for the new public safety facility on 14 AC at the corner of North Broad Street and East Davidson Avenue. The campus will house the Office of Emergency Management and Fire Services, Emergency Operations Center, 911 Communications Center, and Gaston County Police to improve customer service, security, safety, accessibility and reduce maintenance and operational costs of the existing facilities.

CENTRAL PIEDMONT COMMUNITY COLLEGE (CPCC), PUBLIC SAFETY TRAINING FACILITY
Matthews, NC
Cost Estimating Manager. Thirty-seven acre development on the CPCC Levine campus. The new build area will include 14 AC simulation driver center with driving tacks for police cars, ambulances, and fire trucks. The buildings will sit on 23 additional acres and house a 90,000 SF, single story, law enforcement building and emergency medical services simulation village of home structures, class A fire burn buildings.

CITY OF CHARLOTTE, PUBLIC SAFETY JOINT COMMUNICATIONS BUILDING STUDY
Charlotte, NC
Cost Estimating Manager. This project was a Cost Estimating Services/Study for the City of Charlotte to renovate a police station and 911 call center. Mike provided Rough Order Magnitude estimates for a 46,983 GFA space with multiple options for building/renovations. Sitework included HVAC, communications systems, employee break areas, elevators, and life safety elements.

CITY OF CHARLOTTE, FIRE STATION #30
Charlotte, NC
Cost Estimating Manager. This all-electric, 14,453 SF firehouse included a 2-story living space and apparatus bays. utility and fitness area. Living space included a watch area, offices, dayroom, dining, Battalion Chief suite, and geothermal pump room on the first floor. The second floor included sleeping areas, lockers, and laundry. OCMI developed estimates at SD, DD, and CD levels.

43+
Years of Experience

10+
Public Safety Projects

10,000+
Projects Estimated





Architectura 19 Engineering Services Proposal Form

BIDDER: Harley Ellis Devereaux Corporation DBA HED
BIDDER'S ADDRESS: 123 West 5th Street, Royal Oak, MI 48067

BIDDER'S MAIN CONTACT FOR PROPOSAL: Chris Vogelheim
MAIN CONTACT'S PHONE NUMBER: 248.262.1628
MAIN CONTACT'S EMAIL ADDRESS: cvogelheim@hed.co

All proposals submitted may not be withdrawn and shall be irrevocable for a minimum period as defined in this RFP.

A. COST PROPOSAL

a. For Scope of Services as described and required in the RFP and AIA B101-2017 as modified:

- Total lump sum fee for complete design services: \$

Fee for basic services including: Program verification, design, architecture, structural, MEP, fire protection, interior design, specifications = 6.25% of construction = \$4,125,000.00

Fees for site design including Civil Engineering, stormwater management, drainage, grading, paving, SECS plans, site furniture and amenities, and Landscape Architecture = \$848,000.00.

In addition to the lump sum for the basic services requested in this proposal, the HED-BRW team proposes the following value added additional services that are in addition to the basic services fees listed. Our team believes that including these specialty consultants on day one as an integral part of our team will bring better thinking to help the City of Novi achieve their goals and vision for technology integration in support of the highest level of resilience and flexibility, judicious management of the budget to deliver the best design at the greatest value, and the delivery of impactful spaces creating the best user and community experiences. Our team proposes the following:

Independent Cost Estimating: OCMI (see appendix for firm information) \$184,870 for cost estimating services that includes benchmark estimates, concept estimates, SD, DD including reconciliation with Construction manager, and review of the 95% cost estimate plus reimbursable expenses of \$6,650.00. OCMI's services will drive better cost alignment, discover value, and minimize change orders.

Acoustic Design: Acoustics by Design, a women owned business, (see appendix for firm information) \$85,200.00 to provide important acoustical analysis of key program spaces to ensure proper sound isolation, room acoustical performance, building systems noise, and sound isolation goals are achieved to allow proper function of AV systems and to provide best environments for the users of the building

Technology Consulting and Design: Howel Design Group (see appendix for firm information) has worked extensively with BRW on public safety and fire station projects. \$330,000.00 for the design of the security systems (including access controls and digital video surveillance), structured cabling and IT infrastructure, audio video systems, and alerting systems infrastructure. They will drive technology integration to create robust and flexible systems that can adapt to future technologies.

Experiential and Graphic Design: HED - We know that providing additional environmental graphics can create a more engaging and exciting experience for the building users and the community. We propose a fee of \$35,000 to develop an overall environmental graphics concept and a graphics master plan to define the scope of work.

b. Compensation for material changes per AIA B101; Article 11.1:

- % of Cost of the Work See contract markup

c. Compensation for Additional Services per AIA B101; Article 11.3:

- % of Cost of the Work See contract markup

d. Add alternates:

The program includes a separate budget for furniture, fixtures, and equipment of approximately \$2,000,000. This includes costs of loose furniture for areas such as offices, common spaces, training centers, conference rooms, dining areas, etc. Please provide your fee percentage (to be converted to a lump sum(s) based upon the actual value of furniture procured for furniture and equipment projects managed) to act as the



Owner's Furniture Consultant and lead the Owner in the responsible procurement of program-wide furniture.

Responsibilities will include, but not be limited to, the following:

- i. Establishing and updating detailed budgets for various furniture based upon needs at all new facilities.
- ii. Leading various owner committees in the piloting and selection of furniture including color, options, sizing, quantities, etc. Assist the owner in determining minimum product specifications to align with owner objectives and quality standards. Provide notes and minutes of all meetings, discussions, decisions, and action items
- iii. Leading and procuring all furniture through competitive bidding and/or consortium(s) in accordance with City of Novi purchasing requirements and review for compliance.
- iv. Prepare recommendation package(s) for furniture. Attend council meetings (as requested) to present recommendation(s)
- v. Assisting with issuance of purchase orders and contracts
- vi. All coordination and project management with the appropriate furniture vendors to release, track, ship, deliver and place selected furniture. Be onsite during the delivery and placement of furniture to ensure materials are free of damage, as specified, in the appropriate quantities, and installed at the requested height (for adjustable furniture). Coordinate with Owner and construction manager for any projects under construction
- vii. Receive, review and process all invoicing for the work and recommend to owner for approval
- viii. Provide a complete punchlist of all furniture and provide to appropriate vendors. Track any/all deficiencies until completion. Assist with any/all warranty claims



ix. Receive and transmit a complete electronic closeout package which includes all material cut sheets, specific warranties, material/finish selections, vendor contact/product matrix, etc.

- 5.5 % Based on Actual Cost of Work Managed

e. Reimbursables:

Provide a list of items for which you would require reimbursement and the percentage mark-up, if any, which you would add to reimbursable expenses. In addition, please provide a not-to-exceed allowance for reimbursable expenses on this project. Please refer to AIA B101-2017 as amended, Article 11, for clarifications on allowable reimbursable expenses.

- Not-to-exceed reimbursable allowance: \$207,765.00

B. STANDARD OF CARE

- a. Percentage of care for architect errors and omissions: 4 %

C. SUB-CONSULTANTS

- a. List all anticipated sub-consultants:

CIVIL	OHM Advisors
LANDSCAPING	OHM Advisors
ELECTRICAL *	
MECHANICAL*	
PLUMBING*	
PUBLIC SAFETY	BRW Architects
	OCMI (Cost Estimating)
	Howell Design Group (Technology & Security)
	ABD Engineering (Acoustics)

* As a fully integrated AE practice, HED will perform architectural, structural, mechanical, electrical, plumbing engineering services.



In the event additional consultants are required to complete this project, please state your percentage markup, if any, for including the services of additional consultants under your primary contract: 10 %

D. ADDENDA

- a. This proposal includes information for the following addenda:

ADDENDA NO.	01	DATED	07.23.2025
ADDENDA NO.	02	DATED	08.06.2025
ADDENDA NO.		DATED	
ADDENDA NO.		DATED	

E. CONTRACTUAL TERMS

- a. If selected as architect/engineer, I agree to the contractual terms as provided in the RFP as noted below:

- ☐ AIA Document B101-2017, as modified
- ☐ AIA Document A201-2017 General Conditions, as modified
- ☒ Exceptions to amended B101-2017 and A201 -2017*

*Attach SPECIFIC proposed alternate contract language in Section 6

I have read and I understand the responsibilities required of the architect/engineer under the terms of this RFP and the proposed Agreement. If selected, our firm will be able to fulfill the requirements.

SIGNATURE

Dated this 11 day of August, 2025 .

FIRM NAME:Harley Ellis Devereaux DBA HED

BY:
Signature

Principal-in-Charge / Principal

Position/Title

Michele Lynn Kaye being duly sworn, deposes and says that the information provided herein is complete so as not to be misleading.

Subscribed and sworn before me this 11 day of August, 2025.

NOTARY PUBLIC:

MY COMMISSION EXPIRES:June 28, 2028



Proposal Checklist

- ☒ Bid Proposal Form (this document)
- ☒ Staff Hourly Rate Schedule
- ☒ Familial Disclosure Statements
- ☒ Iran Disclosure Statement
- ☒ Non-Collusive Affidavit
- ☒ Equal Opportunity Form
- ☒ Criminal Background Disclosure Affidavit



HED Standard Billing Rates

8/12/2025 - 12/31/2026

CLASSIFICATION	RATE RANGE		
Principal in Charge	\$290	-	\$310
Project Management	\$175	-	\$240
Level 7: Principal Architects/Engineers/Planner/Designers	\$290	-	\$310
Level 6: Associate Principal Architects/Engineers/Planner/Designers	\$200	-	\$270
Level 5: Associate Architects/Engineers/Planner/Designers	\$165	-	\$240
Level 4: Salary Architects/Engineers/Planner/Designers	\$140	-	\$200
Level 3: Hourly* Architects/Engineers/Planner/Designers	\$125	-	\$175
Level 2: Hourly* Architects/Engineers/Planner/Designers	\$100	-	\$150
Level 1: Hourly* Architects/Engineers/Planner/Designers	\$80	-	\$100

* Subject to Overtime premium of 1.5 times schedule rate.
Rates are subject to change annually and are effective through December 31, 2026.

BRW Standard Billing Rates

8/12/2025 - 12/31/2026

CLASSIFICATION	RATE RANGE		
Executive Principal	\$350.00		
Project Principal	\$310.00		
Project Design Manager	\$275.00		
Senior Project Manager	\$265.00		
Project Manager	\$240.00		
Senior Project Architect	\$240.00		
Project Designer	\$240.00		
Senior Interior Designer	\$220.00		
Project Architect	\$210.00		
Senior Project Coordinator	\$210.00		
Environmental Branding / Graphic Designer	\$195.00		
Architect	\$175.00		
Interior Designer	\$175.00		
Project Coordinator	\$165.00		
Administration Staff	\$130.00		

Familial Disclosure Affidavit

The undersigned, the owner or authorized officer of the below named firm (the "Firm"), pursuant to the familial disclosure requirement provided in the City of Novi's (the "City") request for proposals for architecture and engineering service, hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Firm.

LIST OF ANY FAMILIAL RELATIONSHIPS

None.

SIGNATURE

Dated this 11 day of August, 2025

FIRM NAME: Harley Ellis Devereaux DBA HED
BY: [Signature]
Signature
Principal-in-Charge / Principal
Position/Title

Michele Lynn Kaye, being duly sworn, deposes and says that the information provided herein is complete so as not to be misleading.

Subscribed and sworn before me this 11 day of August, 2025, in the county of Oakland and the state of Michigan.

NOTARY PUBLIC: [Signature]
MY COMMISSION EXPIRES: June 28, 2028



HED | BRWARCHITECTS

Iran Disclosure Affidavit

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

MICHIGAN PUBLIC ACT NO. 517 OF 2012

The undersigned, the owner or authorized officer of the below named firm (the "Firm"), pursuant to the compliance certification requirement provided in the City of Novi (the "City") request for proposals for architecture and engineering services (the "RFP"), hereby certifies, represents, and warrants that the Firm (including its officers, directors, and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Firm is awarded a contract as a result of the aforementioned RFP, the Firm will not become an "Iran linked business" at any time during the course of performing the scope of work or any services under the contract.

The Firm further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than two hundred fifty thousand dollars (\$250,000.00) or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the City's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

SIGNATURE

Dated this 11 day of August, 2025

FIRM NAME: Harley Ellis Devereaux DBA HED

BY: Chris Vogelheim



Michele Lynn Kaye
Signature

Principal-in-Charge / Principal
Position/Title

Michele Lynn Kaye, being duly sworn, deposes and says that the information provided herein is complete so as not to be misleading.

Subscribed and sworn before me this 11 day of August 2025, in the county of Oakland and the state of Michigan.

NOTARY PUBLIC:

Michele Lynn Kaye

MY COMMISSION EXPIRES:

June 28, 2028



Non-Collusive Affidavit

Chris Vogelheim
_____, being duly sworn, deposes and says
that:

1. The proposal has been arrived at by the firm independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the request for proposals, designed to limit independent bidding or competition; and,

2. The contents of the proposal have not been communicated by the firm or its employees or agents to any person not an employee or agent of the firm or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.



Signature of

Firm

STATE OF Michigan)

)ss.

COUNTY OF Oakland

This instrument was acknowledged before me on the 11 day of Aug, 2025, by

Michele Lynn Kaye



_____, Notary Public

Oakland County, Michigan

My Commission Expires: June 28, 2028

Acting in the County of: Oakland

Equal Opportunity Form

It is the publicly stated policy of _____ not to discriminate against any employee, applicant for employment, contractor, or material supplier, because of race, religion, color, age, national origin, ancestry, height, weight, handicap, place of birth, sexual preference, marital status or sex. With regard to employment, such non-discrimination includes, but is not limited to, our (my) policies of recruitment, recruitment advertising, selection for apprenticeships or other training, rates of pay, promotion, transfer, lay-off, or termination.

In all advertising for employment, subcontractors, or suppliers we (I) shall state all applicants or respondents will receive consideration without regard to race, religion, color, age, national origin, ancestry, height, weight, handicap, place of birth, sexual preference, marital status or sex.

We (I) understand that any contract for City of Novi shall be in consideration of our maintaining the above-mentioned non-discrimination policy.

We (I) understand that we (I) may be required to submit further information covering the race, color, and work classification for our employees and those of subcontractors to be employed on this project.

SIGNATURE

Dated this 11 day of August, 2025

Michele Lynn Kaye



FIRM NAME: Harley Ellis Devereaux DBA HED

BY: Chris Vogelheim
Name (printed)


Signature

Principal-in-Charge / Principal
Position/Title



Criminal Background Affidavit

The undersigned, the owner or authorized officer of the below-named firm (the "Firm"), pursuant to the criminal background compliance certification requirements of City of Novi (the "City") hereby represents and warrants that the Firm has performed and/or will perform sufficient criminal background checks, including at a minimum, an Internet Criminal History Tool ("ICHAT") (or equivalent for non-Michigan residents) for all of its owners, employees, agents, representatives, contractors, and/or other personnel who will be on any City premises to carry out the services contemplated by the contract documents. The Firm further hereby certifies that no owner, employee, agent, representative, contractor, and/or other personnel of the Firm will be on any City premises if they are a registered criminal sexual offender under the Sex Offenders Registration Act, Public Act 295 of 1994, or have been convicted of "Listed Offense" as defined under Section 722 of the Sex Offenders Registration Act, MCL 28.722.

The Firm further acknowledges that if it is found to have submitted a false certification or otherwise fails to comply with the requirements of this certification, the City may immediately terminate the contract.

SIGNATURE

Dated this 11 day of August, 2025

FIRM NAME: Harley Ellis Devereaux DBA HED

BY: 
Signature

Principal-in-Charge / Principal
Position/Title





**PROJECT
IMPLEMENTATION
SCHEDULE**

05

PROJECT IMPLEMENTATION SCHEDULE

Our project implementation strategy is structured around clarity, accountability, and momentum. This schedule reflects a comprehensive approach that maintains continuity from program validation through design documentation and the bidding phase. It includes structured design sprints, bi-weekly stakeholder engagement, internal team checkpoints, and phased cost estimating aligned with milestone deliverables.

The schedule balances responsiveness to the City’s needs with space for critical decision-making. Each phase is clearly defined, beginning with collaborative program refinement, followed by schematic design, design development, and construction documents. Throughout, our team facilitates ongoing engagement with the City of Novi’s leadership, Fire and Police departments, and consultant partners to facilitate timely decisions, shared understanding, and consistent alignment with project goals.

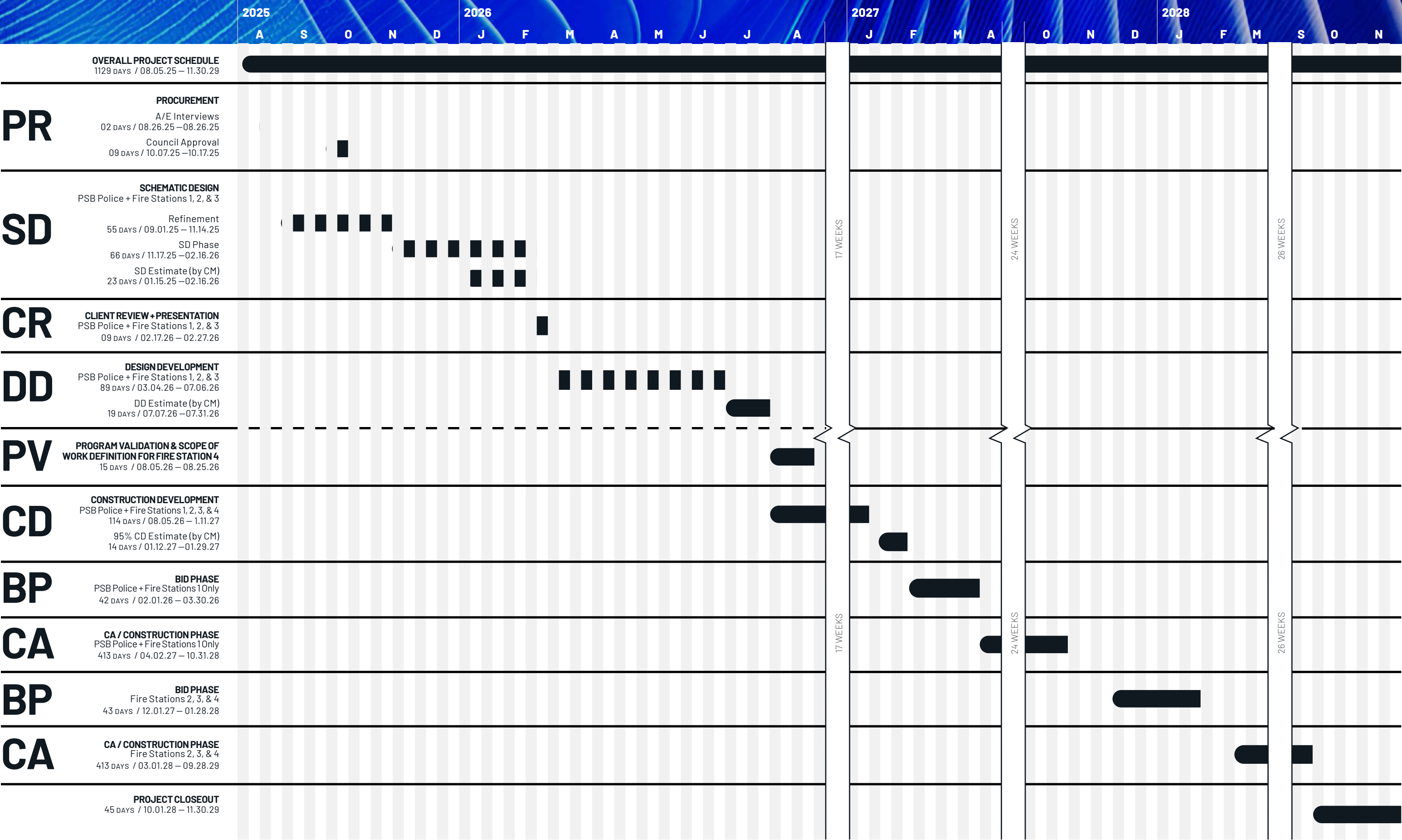
We have built this schedule to be both disciplined and flexible, allowing us to adapt as needed while staying on track for implementation of a public safety campus that reflects the City’s long-term vision and operational needs.

We carefully reviewed the proposed dates listed in the RFP and have prepared a schedule that meets the milestone dates as indicated and know our team can deliver. However, we are experienced enough to know that the first task for any project is to design the right schedule. This would be done in close collaboration with you so we best understand the stakeholders, the schedule drivers, and your goals. Though we feel the dates and time frames listed are achievable, we feel that we could improve the schedule and create a better design process by leveraging a lean philosophy where we drive consensus via in-person workshops, provide the proper amount of time for estimating and cost reconciliation, and create a robust owner review period to ensure no voice is left unheard; all while achieving your goal to start construction in the spring of 2027. We look forward to presenting an alternative schedule for discussion in upcoming interviews.

“HED insists on a team mentality. They work well with boards, community members, township staff, construction managers and contractors. The firm has never missed a timeline and is committed to not only bringing our project in on time and within budget but delivering a building to Redford that will have generational impact in our community.”

PAT MCRAE
Supervisor, Charter Township of Redford

PROJECT IMPLEMENTATION SCHEDULE



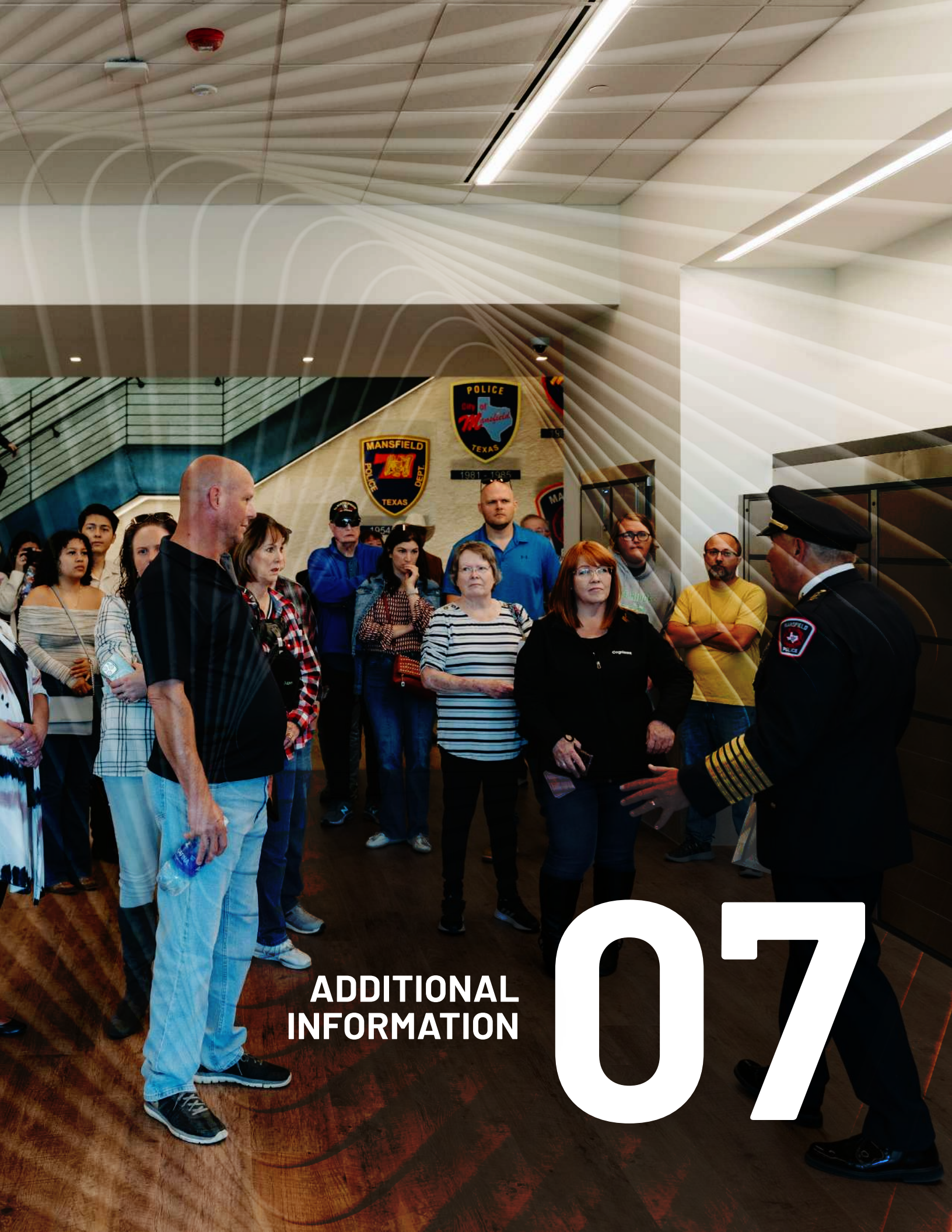


**CLARIFICATION
AND EXCEPTIONS**

06

CLARIFICATION AND EXCEPTIONS

1. Please refer to the Appendix for a marked up copy of the contract that will provide detailed exceptions and clarifications for this proposal. These are provided to ensure transparency and alignment with the City's expectations.
2. Furniture design services establishes design intent by selecting a basis of design product for each piece of furniture. The design professional assists the City of Novi purchasing department with the selection of the furniture vendor from their pre-approved vendor list and assists with the procurement by working in close collaboration with the furniture vendor who is managing the procurement and installation.
3. Reimbursable expense allowances do not include plan review fees or permit fees. Costs for these fees will be submitted to the owner without markup for reimbursement and are beyond the fees listed in this allowance.
4. Design team assumes there will be no floodplain impacts or encroachments, and no wetland incursion or impact.
5. Design scope does not include remediation of contaminated sites.



ADDITIONAL
INFORMATION

07

THOUGHT LEADERSHIP

Our teams bring forward-thinking, evidence-based design grounded in ongoing research, sector expertise, and strategic collaboration.

The following published insights reflect our shared commitment to creating resilient, responsive, and people-focused civic and public safety environments:

HED

- [Biophilia and Workplace Design](#)
Exploring how nature-inspired design improves wellbeing, productivity, and user experience.
- [Top 3 Trends in Fire Station Design](#)
Identifying the shifts shaping the next generation of firehouses.
- [Future-Proofing Building Design](#)
A deep dive into how early planning and adaptable systems extend a building's useful life and ROI.

BRW

- [Firehouse Health & Safety: Protecting Those Who Serve](#)
How health-centered design reduces risk and supports responder wellbeing.
- [Designing for Solid Foundations](#)
Why understanding agency operations and culture is key to successful civic architecture.
- [Embracing the AI Revolution in Design](#)
A forward-looking take on how AI can augment design thinking, efficiency, and insight.

OHM / [Local and Regional Decision Making in the Use of Trenchless Technology](#)

The use of trenchless technology for the installation, replacement and renewal of underground utilities with minimal excavation and surface disruption.

OCMI / [How National & Local Economic Conditions Impact Future Construction Costs](#)

OCMI's market studies encompass market conditions to determine overall cost escalation.

ABD / [Infrastructure Planning Now and Then](#)

Infrastructure planning now and then: everything old is new again as we learn planning lessons from 50 years ago, for the next 30 years.

Howell Design Group / [Managed Services](#)

Security systems of every facet.

We encourage you to explore these insights to learn more about our approach to performance, wellness, and future-ready design.



CRIME LAB DESIGN

Strategic Advantages for Public Safety Design

CLD is a Michigan-based extension of HED. Our team brings deep public safety expertise, multidisciplinary delivery, and a strong track record with Michigan municipalities.

Integrated Delivery with Local Expertise

We combine architectural, engineering, and infrastructure services under one team—grounded in Michigan, informed by national best practices.

Purpose-Built for Public Safety Operations

From fleet logistics to secure zones and decontamination design, we understand the specialized systems that support 24/7 police and fire operations.

Proven Success with Co-Located Civic Facilities

We've delivered essential service hubs across the country, bringing Novi tested strategies for flexibility, phasing, and shared technology.

Workforce Wellness as a Design Standard

We prioritize wellness for those who serve—integrating quiet rooms, daylight, inclusive accommodations, and mental health support spaces as core design elements.

Trusted in Bond-Funded Municipal Delivery

Our team brings clear communication, stakeholder transparency, and technical execution that aligns with community expectations and public investment.

01 CITY OF PHOENIX / Crime Lab; **02** JOHNSON COUNTY POLICE DEPARTMENT / Criminalistics Library; **03** DENVER HEALTH AND HOSPITAL AUTHORITY / Office of the Medical Examiner Relocation; **04** STATE OF KUWAIT / Criminal Evidence Headquarters; **05** STATE OF CALIFORNIA / Hertzberg-Davis Forensic Center; **06** GEORGIA BUREAU OF INVESTIGATION / Savannah Forensic Lab

DESIGNING FOR THE FUTURE OF PUBLIC SAFETY

Integrated Drone Operations

From real-time emergency response to infrastructure inspection, drone integration is reshaping how cities serve their communities. Our approach anticipates this evolution to help facilities, systems, and planning strategies prepare for smart, safe, and connected aerial operations.

- **Operational Overview:** At-a-glance view of all city drone activities across departments
- **Public Engagement:** Transparent data sharing to build community trust in drone operations
- **Performance Metrics:** Track economic, safety, and service delivery improvements
- **Media-Ready Information:** Access compelling statistics and success stories about your innovative drone program

PRACTICAL INTEGRATION SCENARIOS

Emergency Response

DOMS enables rapid drone deployment for real-time situational awareness, helping protect first responders and improve decision-making on scene.

Large Event Management

Drones monitor public gatherings, secure airspace, and support public safety while also capturing promotional footage for community engagement.

Infrastructure Inspection

Reduces risk and cost by using drones for routine inspection of bridges, utilities, and public facilities — eliminating the need for hazardous manual access.





APPENDIX

DRAFT

AIA Document B101® – 2017**Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the « » day of « » in the year «Two Thousand Twenty-Five.»
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«City of Novi »« »
45175 Ten Mile Road
Novi, Michigan 48375

and the Architect:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

The City of Novi
New Public Safety Facilities, including a New Centralized Public Safety Headquarters
that will co-locate the Novi Police Station and Fire Station #1, two (2) New Fire
Department Facilities, and Renovations and Improvements to Fire Station #4.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

Fire Stations #1, 2 and 3 were built in the late 1970s/early 1980s, are modest in size (3,880, 5,117, and 9,980 s.f.) and lack the program needs for modern fire stations serving the population size of the City today and in the future. Some of the building and site program deficiencies include inadequate separation of clean areas (or "cold zones") from first responders' dirty and potentially contaminated (or "hot/warm zone") areas. It is important to separate these areas to avoid contaminates from a fire event entering the living environment of the fire station staff. It was also noted that sleeping quarters and associated support spaces for first responders were undersized, lacked privacy, and often had limited or nonexistent separation for male/female accommodations.

To right-size the buildings for the City community, a three-apparatus bay fire station would be the standard for operations. Currently, only one station (Fire Station No. 1) contains three bays. The remaining two stations have two bays and are unable to expand to accommodate an additional bay due to site size restrictions. The included space programming report provides a recommendation for the City of Novi to have their fire station buildings accommodate a minimum of three bays and 14,500 s.f. of programmed area on a minimum 2 acres. This recommendation cannot be supported by either Fire Station No. 2 on the north end of the City or Fire Station No. 3 on the south end of the City. For these reasons, both Fire Station No. 2 & 3 will be relocated to different sites and new +/-14,500 s.f. facilities will be built.

The existing City of Novi Police Station was built in 1980. Although well maintained, the building lacks adequate program space needs to serve the City of Novi's existing and future population. The age of the building will dictate the need for consistent investment into capital improvements related to the mechanical, electrical, plumbing, IT, and security systems, all of which have exceeded their useful life. The existing building contains approximately 38,000 s.f., but the space programming report recommends a programmed building of 54,000 s.f. to meet current and future public safety needs. The dispatch area and support spaces are undersized, the locker facilities need upgrading, and the evidence and storage rooms are undersized to meet current operations. Based on the growing City of Novi community

needs as well as the programed spaces that are deficient in the current building, a new, more efficient facility is desired. In addition to the public safety portion of the building is a +/- 19,000 s.f. 4 bay Fire Station No. 1 which is currently operates on Grand River just southwest of the proposed public safety site and a +/-6,400 square foot fleet maintenance garage. The total square footage of the proposed facility is +/-79,400 square feet. Fire Station No. 4 is located at 49375 Ten Mile Road, at the intersection of Ten Mile and Wixom Roads and will require miscellaneous MEP and architectural renovation work, as further detailed in the Owner's Request for Proposals dated July 15, 2025, including any Addenda (collectively the "RFP"), which RFP is incorporated herein by this reference.

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As set forth in the Owner's RFP.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

- Public Safety Building: 42250 11 Mile Road, Novi, MI
- FS No. 2: Location TBD; lot size of 2-3 acres.
- FS No. 3: Location TBD; lot size of 2-3 acres.
- FS No. 4: 49375 W 10 Mile Rd, Novi, MI

§ 1.1.3 The Owner's ~~budget for~~ Stated Limitation on the Cost of the Work (SLCW) is set forth below. The SLCW shall include the Cost of the Work, as defined ~~in Section 6.1~~ in Article 6 of this Agreement, as well as all other elements of the Project for which the Architect has responsibility (furnishing, fixtures, equipment, etc.). Any services provided under this Agreement are subject to the SLCW as specified below. In the absence of an express provision to the contrary in this Agreement, the Architect shall perform the required services in a manner that will render a Cost of the Work for the Project that does not exceed the most current Owner-approved SLCW. Subject only to written amendment at the Owner's sole discretion, the SLCW shall be:

(Provide total and, if known, a line item breakdown.)

(If owner accepts our supplemental services)

«Overall Project Budget is One Hundred Million (\$100,000,000); the Cost of the Work is Sixty Six Million Dollars (\$66,000,000), which is broken down as follows:

Public Safety Building & Fleet Garage: \$47,000,000

Fire Station No. 1: \$8,500,000

Fire Station No. 2: \$8,500,000

Fire Station No. 4: \$2,000,000

The above approximate budget amounts are the Cost-of-Work inclusive of hard construction, sitework, permits, and Construction Manager's costs.

§ 1.1.4 ~~The Owner's anticipated design and construction milestone dates:~~ Subject to amendment by the Owner, the Project's design milestones and anticipated construction milestone dates shall be:

.1 Design ~~phase milestone dates, if any:~~ Phase Milestone dates, if any:

Commence Program Validation: «October 1, 2025 »

Complete Program Validation: «November 14, 2025 »

Commence Schematic Design: «November 17, 2025 »

Complete Schematic Design: «February 20, 2026 »

Start Design Development: «March 2, 2026 »
Complete Design Development: «July 30, 2026 »

Start Construction Documents: «August 3, 2026 »
Complete Construction Documents: «January 15, 2027»

In the event that Construction Documents are to be issued in multiple bid packages, the Architect shall coordinate its services with the Owner's Construction Manager to satisfy the bid package publication dates. The Architect shall submit for the Owner's written approval a schedule, in accordance with the Design Phase Milestones, for the performance of the Architect's services and, following Owner's approval, shall only be adjusted by mutual agreement as the Project proceeds. The schedule shall include adequate allowances for the time required for the Owner's reviews, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by the schedule and accepted by the Owner shall not, except for reasonable cause, be exceeded by the Architect.

.2 Construction commencement date:

Public Safety Building: «April, 2027 »
Fire Stations #2, 3, and 4: «April, 2028 »

.3 Substantial Completion date or dates:

Public Safety Building: «October, 2028 »
Fire Stations #2, 3, and 4: «September, 2029 »

.4 Other milestone dates:

«As set forth in the Preliminary Project Milestone Schedule, attached hereto as Exhibit J. »

§ 1.1.5 The Owner intends the following Subject to amendment by the Owner, at the Owner's discretion, the Project's intended procurement and delivery method for the Project: Project is:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Construction Manager as Constructor. »

~~**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:~~

~~*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*~~

«To be determined. »

~~**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

Per pre-proposal conference,
there is no formal sustainability
objective

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: representatives:

(List name, address, and other contact information.)

.1 Owner's Designated Representative

The Owner identifies the following individual as its Owner's Designated Representative. The Owner may change the designated representative upon written notice to the Architect; and the Owner may modify the scope of authority of the designated representative in like manner.

«Victor Cardenas, City Manager »
«City of Novi »« »
45175 Ten Mile Road
Novi, MI 48375

.2 Owner's Representative Consultant

The Owner has engaged Plante Moran Realpoint, LLC as an Owner's Representative Consultant on the Project. The Architect shall keep the Owner and Owner's Representative Consultant informed in matters regarding the Project. Unless otherwise provided in this Agreement or specifically authorized by the Owner, the Owner's Representative Consultant is not authorized to commit the Owner in matters regarding changes in the Work, Construction Schedule, or grant approval on behalf of the Owner. The Owner and/or the Owner's Designated Representative have the sole right to make decisions in matters regarding the Project. The following individual, subject to change upon written notification to the Architect, shall be primary contact for the Owner's Representative Consultant:

«Brian Weber »
«Plante Moran Realpoint, LLC
3000 Town Center, Suite 100
Southfield, MI 48075 »
«Brian.weber@plantemoran.com; (248) 603-5071 »

§ 1.1.8 The persons or entities, in addition to the Owner's ~~representative~~, representatives identified in Section 1.1.7, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

To be determined at the discretion of the Owner.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 ~~Geotechnical~~ Geotechnical/Material Testing Engineer:

«to be determined. »« »
« »

« »

.2 Civil Engineer:

.3 Other, if any: (List any other consultants and contractors retained by the Owner.)

«Commissioning Agent
to be determined. »

«Move Management Consultant
to be determined. »

«Furniture Consultant

[to be determined. »](#)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

[« »](#)
[« »](#)
[« »](#)
[« »](#)
[« »](#)
[« »](#)

§ 1.1.11 ~~The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:~~ As part of its Basic Services, the Architect shall retain the following consultants:

.1 Civil Engineer:

[« »](#)[« »](#)
[« »](#)
[« »](#)
[« »](#)
[« »](#)

.2 Structural Engineer:

[« »](#)[« »](#)
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.3 Mechanical Engineer:

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.4 Electrical Engineer:

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.5 Landscape Designer:

[« »](#)[« »](#)
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.6 Other, if any:

(List any other consultants and contractors retained by the Architect.)

«Public Safety Consultant:

(List name, legal status, address, and other contact information.)»

§ 1.1.11.1 Consultants retained under Basic Services:

1 Structural Engineer:

2 Mechanical Engineer:

3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

«As set forth in the Owner's RFP. »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work may, when appropriate, agree in writing to adjust the terms of this Agreement accordingly. The Owner, in its sole discretion, may adjust the SLCW and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Without in anyway limiting or restricting the Owner's rights or use of the Instruments of Service, the Architect and Contractor shall agree upon protocols governing the transmission of Instruments of Service or any other information or documentation in digital form form as set forth in the AIA Document A201-2017.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 General Conditions.

Please retain this section

The general conditions of the contract shall be as set forth in AIA Document A201–2017, as modified, which document is attached hereto and incorporated herein by reference. Reference in this Agreement to the AIA Document A201-2017 or the General Conditions of the contract shall mean the AIA Document A201-2017 as modified and attached hereto.

§ 1.4.1 Defined Terms.

Terms which are defined in the AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified, shall have the same meaning when used in this Agreement or other Contract Documents. Because Project's delivery method may be subject to change, the terms "Contractor" and "Construction Manager" shall have the same meaning.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it ~~is and all of its consultants are~~ properly licensed in the jurisdiction where the Project is located to provide the services required by this ~~Agreement, Agreement~~ or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. ~~the~~ ~~skill, education and experience~~ ~~the Project understands the Owner is relying on its expertise.~~ The Architect will perform its services with all due care that would be followed on a comparable project by a reasonably skilled design professional in the same field, working in the locality of the Project. The Architect's consultants will meet this same standard. The services to be provided by the Architect include all work necessary to accomplish the services within this standard of care for the stated compensation and expeditiously and in accordance with Section 1.1.4. Architect represents that: (a) it possesses of the necessary experience and expertise in the design, business administration, design, and contract administration of projects of similar or like size, complexity, and nature of the Project; (b) the Owner is relying on the Architect's representation herein that it possesses sufficient skill, knowledge, experience, and ability to fully perform the Services and its obligations under this Agreement; (c) the Architect will, in addition to the key team members, assign to this Project similarly qualified professional architect(s) and other professionals, as needed to deliver quality performance; and (d) the compensation under Section 11.1 is adequate for the timely and quality performance of the Architect's Basic Services. Nothing in this Agreement shall be construed to eliminate or diminish the Architect's responsibility for compliance of its design, its Construction Documents, and its services with applicable local, state, and federal statutes, and regulations.

§ 2.2.1 The Architect shall coordinate all design disciplines required for the Project, whether work in those disciplines is provided by the Architect or its consultants, by consultants retained by the Owner, or by the Construction Manager. The Architect shall provide prompt written notice to the Owner in the event the Architect becomes aware of any error, omission, or inconsistency in such services or information provided by others. The Architect will also advise the Owner if additional detail or information is necessary for the proper coordination and integration of the services and deliverables produced by the Owner's separate design consultants or by the Construction Manager into the Architect's deliverables.

§ 2.3 The Architect shall identify a representative authorized to act Architect's representative identified in Section 1.1.10 is authorized to act, and fully bind the Architect and commit the Architect's resources, on behalf of the Architect with respect to the Project.

§ 2.3.1 The Architect's key team members are:

(List of key staff members assigned to the Project and their respective roles)

Team Member Name	Assignment	Contact Information (Mobile Phone & e-Mail)
------------------	------------	---

<<Insert Team Members' information>>

See proposed recommended text on the next page:

§ 2.3.2 The services of the Architect's key team members are deemed to be personal in nature as to these key team members, and the continuity in the Project's team is valuable to the Owner. Therefore, the Architect shall not

Architect's coordination of design shall not relieve the Owner Consultants nor the Construction Manager's Consultants of liability or responsibility for their work product nor create nor imply an assumption of any duty or responsibility on the part of the Architect or any of Architect Subconsultants for matters that are outside the scope of their respective Agreements or of their respective fields of professional practice.

substitute, or permit to be substituted, a key team member for convenience without the Owner's prior written approval which shall be at the Owner's sole discretion.

§ 2.3.3 Because the substitution of the Architect's key team members will result in extensive damages and serious loss, that the Architect and Owner understand and agree are impractical and difficult to calculate, if the Architect substitutes a key team member for its convenience without the Owner's prior written approval the Owner and Architect have established the liquidated damages in Section 2.3.4 which sets forth a reasonable estimate of the damages that the Owner will incur as a result.

§ 2.3.4 Architect agrees to assign the above key team members to the Project. Architect shall promptly notify the Owner if services of any one of the assigned team members, per Architect's proposal, become unavailable due to circumstances beyond the Architect's control - e.g., extended illness or disability, death, or termination of employment, etc. Owner shall have the right to interview and select alternate team member(s) employed by the Architect to replace the unavailable team member. Architect shall agree to provide the services of the alternate team member(s) selected by Owner. Architect is not entitled to additional compensation for any such substitution(s) of the project team members. The assignment of key team members shall also include members of the Architect's consultants.

Architect under the Agreement. Any liquidated damages not so deducted from any unpaid amounts due Architect shall be immediately due and payable to Owner upon demand.

§ 2.3.4.1 If a key team member is substituted for any reason, the Owner shall have the right to interview and select alternate Team member(s) employed by the Architect to replace the unavailable Team member. The Architect shall agree to provide the services of the alternate team member(s) selected by Owner.

§ 2.3.4.2 Substitution of any key team member for any reason shall not entitle the Architect to an Additional Service, however, where cost of the replacement of key team members is less that key team member being replaced the Owner shall be entitled to a commensurate reduction in the Architect's Compensation.

§ 2.4 Except with the Owner's prior knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. Following all major Design Phases, Architect shall prepare and present a community overview presentation to the City Council. Additionally, for the Fire Station #2 and #3 Projects, the Architect shall prepare presentations and attend two (2) community meetings to review overall Project impact on the community and neighboring properties.

§ 2.5.1 Commercial General Liability with policy limits of not less than \$ () for each occurrence and \$ () in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than \$ () per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

§ 2.6 Insurance. The Architect and, unless otherwise agreed to by the parties in writing, the Architect's consultants and subconsultants shall maintain the insurance detailed in **Attachment A** at no additional cost to the Owner. Insurance carriers providing the required insurance policies shall be authorized by the State of Michigan, have an A.M. Best's Rating of "A" or better, and be acceptable to the Owner. The Architect shall notify the Owner whether, during the required coverage period, any of the required coverage either becomes unavailable or the Architect's coverage deviates, or limits are eroded, from the requirements set forth under this Agreement. In addition to the Architect, the Architect's consultants shall maintain insurance in accordance with the requirements of Attachment A and this Section 2.5.

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

§ 2.6.1 - 2.6.6 See Attachment A.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner, its elected and appointed officials, employees, agents and volunteers, and Plante Moran Realpoint, LLC as additional insureds for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Architect shall have no right of subrogation against Owner.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. ~~The Owner may require additional proof of coverage in the form of a true and accurate copy of the policies of insurance, themselves, and endorsements.~~ The maintenance of the insurance in strict compliance with the requirement of this Section 2.5 shall be condition precedent to Owner's Obligation to make any payment under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the Owner at least thirty days prior to any cancellation, ~~nonrenewal, or material modification of a policy.~~ In the event that any aggregate limit in this Section 2.5, for any reason whatsoever, becomes eroded below the required limits, the Architect shall provide the Owner with written notice, and, at Owner's direction, shall take necessary action to restore the required limits at the Architect's expense.

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~

§ 2.6.9 Except for Professional Liability Insurance which shall be maintained for a period not less than the applicable statute of limitation or statute of repose, the Architect shall maintain the insurance required under this Agreement for the duration of the Agreement. If any of Architect's insurance policies are "claims-made" policies, Architect shall purchase, at its own expense, "tail" coverage in the event of a termination or disruption of such policy.

§ 2.7 The Architect represents ~~and warrants~~ that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and obligations under this Agreement and under the Contract Documents.

§ 2.8 The Architect and Architect's consultants shall maintain all necessary licenses, permits or other authorizations necessary to act as licensed (or registered) design professionals for the Project until the Architect's and Architect's consultants' duties hereunder have been fully satisfied.

§ 2.9 Architect's Consultants.

The Architect may retain such consultants as it reasonably deems necessary to assist in the performance of its services, however, the Architect remains responsible for the complete and proper performance of this Agreement. In the event the Architect deviates from the consultants listed in Section 1.1.11, the Architect shall submit the name, qualifications, cost, and proposed scope of work for each consultant to the Owner for its review and approval prior to retaining the consultant. The Architect shall not retain a consultant to which the Owner has made a reasonable objection. The Architect is not obligated to retain a consultant recommended by the Owner to which the Architect has made a reasonable objection.

§ 2.9.1 The Architect shall be responsible to the Owner for the acts and the omissions of the Architect's consultants. The Architect shall require each consultant, to the extent of the services to be performed by it, to be bound to the Architect by terms of this Agreement and to assume toward the Architect all the obligations and responsibilities that the Architect assumes toward the Owner, including, but not limited to, the standard of care, insurance requirements, ownership and licensing of intellectual property, and participation in dispute resolution proceedings. Each consulting agreement shall preserve and protect the rights of the Owner to enforce its rights and remedies against the consultant as a third-party beneficiary of the agreement.

§ 2.9.2 Unless expressly agreed to in writing by the Owner, the cost of the Architect's consultants shall be borne by the Architect and shall not be passed to the Owner as a Reimbursable Expense.

§2.10 Material Change in Circumstances.

The Architect shall notify the Owner in the event of a potential or actual: (a) material change in ownership of the Architect; (b) intent to dissolve; or (c) intent to otherwise cease active participation in the Project's local marketplace (collectively a "Material Change in Circumstances"). A Material Change in Circumstances shall include any other change that could reasonably give rise to concern on behalf of the Owner regarding the Architect's ability or willingness to fulfill any of its obligations under this Agreement. In the event of a Material Change in Circumstances, the Architect shall provide any reasonable assurance or guarantee requested by Owner. Owner shall have the right to terminate this Agreement for cause in the event of a Material Change in Circumstances.

§2.11 Time is of the essence in the performance of the Architect's services. The Architect shall perform its services expeditiously and with the professional skill and care necessary to ensure the orderly and timely progress of the Project. This includes promptly processing all submittals and requests for information to avoid delay or disruption of work on the Project and delay in the Project's completion. ~~The Architect shall be responsible for the cost of all delays or disruptions in the progress or completion of the work on the Project to the extent it proximately causes them.~~

§ 2.12 Delegated Design

§ 2.12.1 In the event the Architect intends to allocate or delegate responsibility for part of the Work's design to the Construction Manager, the Architect will provide the Owner with a written explanation of the rationale for the allocation or delegation. The Architect will include an assessment of the risk associated with the proposed performance parameters, baseline conditions, and the design options the Construction Manager is likely to pursue and an assessment of the potential impact each of them will have on the SLCW and Project. The Owner's express written prior approval is required for any such allocation or delegation.

§ 2.12.2 Prior to publishing any Drawings or Specifications that delegate design responsibility for part of the Work's design to the Construction Manager, the Architect shall develop the proposed performance parameters and the baseline conditions that the Construction Manager must base its design upon. ~~The Architect shall also identify and perform all investigations, including topographic, geologic, and environmental assessments necessary to enable the Construction Manager to meet the same standard of care this Agreement imposes on the Architect.~~

delete-these services were assigned to others per section 1.1.9.

§ 2.13 Site Safety

The Architect understands its services may require its employees and the employees of its consultants to enter the Project site, on which potentially dangerous activities may be taking place. The Architect is fully responsible for the safety of its, its employees, and its consultants' employees and shall take all necessary precautions to fulfill this duty, including compliance with any site safety plan being implemented by the Owner, Contractor, or Construction Manager.

and (c) Exclusions set forth by Architect

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Architect shall provide all professional services necessary for the complete design and construction documentation of the Project necessary for the Owner's intended use and shall include, without limitation, civil engineering, structural engineering, mechanical engineering, electrical engineering, site landscaping design, and interior design services, and interior and exterior signage, including wayfinding and kitchen design to properly completely design the Project and prepare Construction Documents that fully indicate the requirements for the Work, whether or not those services are individually listed or referred to in this Agreement, with the only exceptions being: (a) the cost of those services that are provided by third parties that are expressly designated herein as being "the Owner's Responsibility" or "Owner-provided"; and (b) the cost of those engineering or consulting services that become necessary as a result of a written and material Owner-directed change in the Project scope affecting the Architect. Accordingly, the Owner and the Architect acknowledge and agree that there are functions, responsibilities, activities and tasks not specifically described in this Agreement that are reasonably incidental to, and are required for, the proper performance and provision of the Basic Services and Supplemental Services and are a necessary and inherent part of, or a necessary sub-part included within, the Basic Services and Supplemental Services. To the extent reasonably incidental to and consistent with the Basic Services and Supplemental Services such functions, responsibilities, activities, and tasks shall be deemed to be implied and included within the scope of the Basic Services and Supplemental Services to the same extent and in the same manner as if specifically described in this Agreement, at no additional cost to the Owner. Mechanical engineering shall include, but is not limited to, plumbing, heating, ventilating, air-conditioning (cooling), temperature controls, and fire-protection system design and coordination. Electrical engineering shall also include information technology, audio visual and low voltage building system coordination with the Owner's and their consultants. Services expressly excluded from Basic Services or Supplemental are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's ~~services~~, services and those provided by its consultants, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect shall coordinate the services provided by the Architect and the Architect's consultants, and meetings and communications between the Architect, its consultants, Owner, and Owner's consultants.

§ 3.1.2 The Architect shall coordinate its services with those ~~services activities~~ provided by the Owner and the activities of the Owner's other consultants. The Architect shall coordinate and assist the Owner in obtaining the information and services described in Sections 5.4 and 5.5. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and completeness of information furnished by the Owner and the Owner's consultants, consultants when that information is expressly designated in writing by the Owner to be reliable. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, and consistent with the milestones set forth in Section 1.1.4, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction design services furnished by the Architect, completion of documentation provided by the Architect, public utilities application and installation schedules, governmental agency review and permitting schedules, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include reasonable allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, consultants and vendors, and for approval of submissions by authorities having jurisdiction over the Project. Once approved-accepted by the Owner, Owner in writing, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner-Architect. With the Owner's written approval, the Architect shall may adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

The Architect shall provide

§ 3.1.4 ~~The Only to the extent the Architect provides~~ timely written notice to Owner outlining specific concerns or inconsistencies with the Contract Documents. the Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

and

Architect's coordination of design shall not relieve the Owner Consultants of liability or responsibility for their work product nor create nor imply an assumption of any duty or responsibility on the part of the Architect or any of Architect Subconsultants for matters that are outside the scope of their respective Agreements or of their respective fields of professional practice.

§ 3.1.5 The Architect ~~shall contact~~ ^{known} shall, at the appropriate times, contact the necessary governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall ~~respond to prepare the Contract Documents in accordance with all~~ applicable design requirements imposed by those authorities and entities. Prior to commencing Schematic Design Services, the Architect shall obtain, and evaluate the accuracy of drawings or other information depicting the utilities servicing the Project site or which may be affected by the Project and shall advise the Owner on any apparent discrepancies or incomplete information and suggest additional testing or surveys which might be desirable to understand the existing conditions affecting the Project so as to assist in avoiding differing site condition opinions arising during construction.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall assist the Owner in connection with any other services as requested by the Owner and governmental authorities having jurisdiction and/or reasonably required for the Project.

§ 3.1.7 As requested by the Owner or necessitated by the Project, the Architect shall consider the value of alternative materials, building systems, and equipment, together with other considerations based on program, cost, and aesthetics in developing the design for the Project. The Architect shall also consider value engineering proposals by the Construction Manager in the various phases of its design services. Value engineering alternatives shall be implemented upon written acceptance by Owner.

§ 3.1.8 Upon request of the Owner, the Architect shall make presentations to explain the design of the Project to representatives of the Owner. When making such presentations, the Architect shall correlate the design to the Owner's established SLCW and schedule. If the ~~Architect's estimated Cost of the Work and schedule (or the Construction Manager's estimated Cost of the Work and schedule, on which the Architect has collaborated)~~ exceeds the Owner's established SLCW and schedule, the Architect shall also present remedies or alternative designs to bring the estimated Cost of the Work within the Owner's established SLCW and schedule without sacrificing the Owner's Program and intent of the Project as established in the Initial Information in Article 1.

§ 3.1.9 Subject to Section 5.16, the Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on written approvals received from the Owner in the further development of the design. ^{to provide As Designed Record Drawings}

§ 3.1.10 Architect shall furnish to the Owner as part of its Basic Services a complete reproducible set of ~~Record~~ Drawings, and electronic files in AUTOCAD, or other file format acceptable to the Owner, prepared by the Architect, showing significant changes in the Project resulting from addenda, accepted or deleted alternates, field orders, construction change directives, bulletins, and/or from marked-up prints, drawings and/or other data generated by the Construction Manager during the course of construction of the Project. These drawings need not include minor changes in the routing of conduit runs and plumbing lines, the exact order of wiring, receptacles or lighting fixtures.

§ 3.1.11 The Architect's Basic Services includes providing service to investigate existing conditions in facilities and, if necessary, to make measured drawings and phasing drawings thereof with respect to demolition, facility renovation and addition. Where phased construction is planned or required, Architect's phasing drawings shall include interfacing of building systems and components during phased construction to maintain operation of building systems, building access and security, and site traffic and parking requirements as may be necessary.

§ 3.1.12 The Architect's Basic Services include design and layout of ~~fixed furniture, furnishing, equipment, and apparatus within new construction and renovated areas.~~ ^{not applicable per 1.1.9}

§ 3.1.13 The Architect's Basic Services include such services made necessary by the default of the Construction Manager, or by major defects or deficiencies in the Work of the Construction Manager, provided that such defects or deficiencies are caused ~~in whole or in part by an act or omission of the Architect.~~ ^{as mutually agreed upon}

§ 3.1.14 NOT USED

§ 3.1.15 **Programming.** The Architect shall provide as part of its basic services the Programming Validation Services, as detailed in Exhibit A, Design Phase Deliverables.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's ~~services~~services and prepare designs and documents accordingly.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of ~~(1)-(a)~~(a) any inconsistencies discovered in the information, and ~~(2)-(b)~~(b) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall ~~reach an understanding with the Owner regarding the requirements of the Project~~incorporate the Owner's feedback in the design and documents.

§ 3.2.4 Based on the ~~Project requirements agreed upon with the Owner, the Owner's Project requirements, the~~ Architect shall prepare and present, for the Owner's approval, ~~a preliminary design~~multiple preliminary designs illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material ~~choices~~choices, and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, ~~schedule~~schedule, and budget for the Cost of the Work. ~~The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The ~~Architect shall submit to the Owner an~~ Owner intends to engage a Construction Manager to assist with preconstruction activities including estimating the Cost of the Work. The Architect shall cooperate with and assist the Construction Manager with preparing an estimate of the Cost of the Work. The estimate shall include a written itemized estimate of the Cost of the Work prepared in accordance with Section 6.3 based upon the Schematic Design package produced by the Architect, with costs projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services. This estimate shall be based on the Project's current area, volume, or other similar conceptual estimating techniques. If that estimate does not conform to the initial Owner-provided SLCW the Architect shall provide a written statement to the Owner describing the specific reason for the deviation and propose alternate designs or changes will bring the design within the Cost of the Work within the current SLCW.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the ~~Owner, Owner~~ and request the Owner's written approval. If Owner requests changes to the Schematic Design Documents, the Architect shall, where feasible, revise as requested by the Owner and provide updated Schematic Design Documents for Owner's review.

§ 3.2.8 In addition to the requirements set forth above, Architect's Schematic Design documents shall also include the minimum requirements for Schematic Design drawings and specifications described in Exhibit A, Design Phase Deliverables.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other

documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall ~~update the~~ assist the Construction Manager in providing an updated estimate of the Cost of the Work ~~prepared in accordance with Section 6.3 for the Owner's approval based upon the Design Development package produced by the Architect, with costs projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the SLCW, as set forth in Section 1.1.3 of this Agreement and modified by the Owner, the Architect shall provide a written statement to the Owner describing the specific reason for the deviation and propose alternate designs or changes which will bring the design within the Cost of the Work and the current SLCW.~~

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any proposed adjustments to the estimate of the Cost of the Work, and request the Owner's written approval.

§ 3.3.4 In addition to the requirements set forth above, Architect's Design Development documents shall also include the minimum requirements for Design Development drawings and specifications described in Exhibit A, Design Phase Deliverables.

implies higher standard of care

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction ~~Documents shall illustrate and describe the further development of the approved Design Development~~ Documents and shall consist of ~~well-coordinated~~ Drawings and Specifications setting forth in ~~detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in all~~ sufficient detail the materials, systems, and all other requirements necessary for the complete construction of the Work. In order to perform the Work, the ~~Contractor~~ Construction Manager will provide additional supplemental information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. The Owner and Architect acknowledge that such supplemental information shall not relieve the Architect of its obligation to fully design and describe the Work.

applicable

§ 3.4.2 The Architect shall ~~incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents; prepare Construction Documents that strictly conform with the laws, codes, ordinances, regulations, and other requirements in effect at the time of permit issuance by applicable government authorities having jurisdiction over the Project.~~

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the ~~Owner~~ Owner, the Construction Manager, and the Owner's Representative Consultant in the development and preparation of ~~(1)-(a) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2)-(b) the form of agreement between the Owner and Contractor; and (3) Construction Manager; and (c) the Conditions of the Contract for Construction (General, Supplementary and other Conditions).~~ The Architect shall also compile a project Project manual that includes the ~~Conditions of the Contract for Construction and Specifications, Specifications~~ and may include bidding requirements and ~~sample forms~~. The Architect shall not distribute any bidding or procurement information to any third party without the Owner's prior written approval. The Work may be divided into one or more sets of (or bid packs), at the Owner's discretion and the Architect shall provide the Construction Documents accordingly.

as documented in the approved schedule per 1.1.4

§ 3.4.4 The Architect shall ~~update the estimate for the Cost of the Work prepared in accordance with Section 6.3~~ assist the Construction Manager in providing an updated itemized estimate of the Cost of the Work based upon the Construction Documents produced by the Architect, with costs projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the SLCW, as set forth in Section 1.1.3 of this Agreement and modified by the Owner, the Architect shall provide a written statement to the Owner describing the specific reason for the deviation and propose alternate designs or changes will bring the design within the Cost of the Work within the then-current SLCW. If the Owner has engaged a Construction Manager or estimator

for pre-construction services on the project, the Architect shall cooperate with, review, and assist such party in preparing any preconstruction estimates.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any proposed adjustments to the estimate of the Cost of the ~~Work~~, Work or SLCW, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall ~~assist the Owner in (1) cooperate with and assist the Owner and its Construction Manager in (a)~~ obtaining either competitive bids or negotiated proposals; ~~(2)-(b)~~ confirming responsiveness of bids or proposals; ~~(3)-(c)~~ determining the successful bid or proposal, if any; and, ~~(4)-(d)~~ awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of ~~bidding requirements and proposed Contract Documents, requirements, bidding information, bidding forms, and proposed contract forms, General and Supplementary Conditions, specifications, and drawings and any other necessary Contract Documents.~~ The bidding and contract forms shall use the unabridged AIA Contract Documents, modified as necessary and as appropriate.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 ~~organizing and conducting a pre-bid conference for prospective bidders;~~
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; ~~and,~~
- .4 ~~organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner-Owner; and~~
- .5 participating in selection interviews and negotiations with prospective contractors, and major subcontractors, vendors and suppliers; and following up with preparing a summary report of the interviews and negotiation results

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect ~~shall, as an Additional Service, shall~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.2.4 Upon issuance of Construction Documents for bidding, the Architect shall provide, at no cost to the Owner, the Construction Manager, or the bidders upon request, necessary usable AutoCAD drawings that facilitate dimension and quantity take-offs, overlay of fire suppression systems, communication, annunciation and security systems, and furniture layout, etc. The Architect shall protect the electronic versions of Construction Documents to ensure they cannot be used for purposes other than bidding.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 ~~organizing and participating in selection interviews with prospective contractors;~~
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; ~~and and~~
- .4 if required and directed by the Owner, participating in negotiations with prospective contractors, major subcontractors, vendors and suppliers, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect ~~shall, as an Additional Service, shall~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.5.3.4 The Architect shall review contracts and Modifications between the Owner and Contractor / Construction Manager that enumerate the Contract Documents and certify that such instruments accurately enumerate the complete set of Contract Documents describing the Work.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the ~~Contractor Construction Manager~~ as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. ~~If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend Construction, as modified and incorporated into this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract for Construction, shall be enforceable under this Agreement to the extent that they are not inconsistent with this Agreement.~~

only as to Article 4 addressing architect responsibilities

on A201 - strike out section 4 and refer to attached executed B101

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the ~~Contractor's Construction Manager's~~ failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the ~~Contractor Construction Manager~~ or of any other persons or entities performing portions of the ~~Work. Work, except as provided in Section 3.6.2.~~

§ 3.6.1.3 ~~Subject to Section 4.2 and except Except~~ as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences ~~with the award of the Contract for Construction and terminates on the date the Architect issues the~~ upon the Owner's Notice of Commencement to the Construction Manager and concludes on the date the Owner acknowledges and accepts the Architect's final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall ~~visit make visits to~~ the site at intervals appropriate to the ~~stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the various stages of construction as Architect deems reasonably necessary in order to observe the progress and quality of Construction Manager's Work. Observations must be conducted by a qualified design and/or construction person (trained eyes) to examine completed Work or Work in progress to determine its conformance to the Contract Documents. A document or report shall be produced by the Architect subsequent to such observation or observations that either confirms or confutes the witnessed construction's compliance with plans and specifications requirements. The Owner and Architect acknowledge that the Architect shall visit the site not less than one (1) day per week during the execution of the Work. Site visits and observations by the Architect are not intended to be exhaustive or to involve detailed inspections of the work beyond the responsibilities specifically assigned to the Architect in this Agreement and the Contract Documents, but rather are intended to include spot checking, selective sampling and similar methods of general observation of the Work based on the Architect's exercise of professional judgment to determine in general if such work is proceeding in accordance with the Contract Documents to guard the Owner against defects and deficiencies in the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations Documents and from the most recent construction schedule submitted by the Contractor, and (3) Construction Manager, and (b) defects and deficiencies observed in the Work.~~

Attend Site Visits every other week.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. ~~However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.~~

§ 3.6.2.3 The Architect shall interpret and ~~decide~~ advise the Owner of its interpretation of matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or ~~Contractor-Construction Manager~~. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Nothing in this Agreement, nor in the A201-2017, as amended, shall make a decision of the Architect binding upon the Owner in the absence of the Owner's express written approval.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. ~~The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract ~~Documents~~. Documents; however, the Architect's initial decisions shall not bind the Owner in the absence of the Owner's express written acceptance of it.

§ 3.6.3 Certificates for Payment to ~~Contractor-Construction Manager~~

§ 3.6.3.1 The Architect shall review and certify the amounts due the ~~Contractor-Construction Manager~~ and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's site visits, observations, and evaluation of the Work as provided in Section 3.6.2 and on the data comprising the ~~Contractor's Construction Manager's~~ Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the ~~Contractor-Construction Manager~~ is entitled to payment in the amount certified. ~~The foregoing representations are subject to (1) Architect's certification for payment shall constitute a representation that the Architect believes it has a sufficient basis for certification. The foregoing representations are subject to (a) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2)-(b) results of subsequent tests and inspections, (3)-(c) correction of minor deviations from the Contract Documents prior to completion, and (4)-(d) specific qualifications expressed by the Architect.~~

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has ~~(1)-(a)~~ made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, ~~(2)-(b)~~ reviewed construction means, methods, techniques, sequences or procedures, ~~(3)-(c)~~ reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the ~~Contractor's Construction Manager's~~ right to payment, or ~~(4)-(d)~~ ascertained how or for what purpose the ~~Contractor-Construction Manager~~ has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain ~~a~~ an organized record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the ~~Contractor's Construction Manager's~~ submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's or Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 ~~If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In the event the Architect reviews a Construction Manager's submittal that pertains to a performance specification or to a delegated part of the design, the Architect will conduct a thorough review of the submittal to ensure the Contractor's or Construction Manager's design adequately conforms to the performance parameters and accounts for baseline conditions the Architect has previously identified. The Architect shall ensure the submittal bears the appropriate professional's seal and signature. The Architect shall be entitled to rely upon, upon properly sealed and signed submittals, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals; however, the Architect remains responsible to coordinate and integrate their design with the rest of the design for the Project.~~

§ 3.6.4.4 ~~Subject to Section 4.2, the The~~ Architect shall review and respond to requests for information about the Contract Documents. ~~The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the As set forth in the AIA Document A201-2017, the Architect and Construction Manager shall establish and adhere to protocols for the submission and review of requests for information.~~

§ 3.6.4.5 The Architect shall maintain ~~a~~an organized record of submittals and copies of submittals supplied by the Contractor Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 ~~The Subject to the approval of the Owner, the~~ Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract ~~Sum~~Project or an extension of the Contract Time. ~~Subject to Section 4.2, the Architect shall prepare All authorizations for minor changes in the Work shall be in writing or confirmed by the Architect in writing within twenty- four (24) hours of authorization of the Change. The Architect shall, immediately upon authorizing a minor change in the Work, provide written notice to the Owner thereof, describing the change, and confirming that the change will not affect the Contract Time or Contract Sum. The Architect shall review and assist in preparing Change Orders and Construction Change Directives (along with all necessary descriptive drawings, specifications, or other documents to fully describe any changes to the Work) for the Owner's approval and execution in accordance with the Contract Documents.~~

§ 3.6.5.2 The Architect shall ~~maintain records relative to changes in the Work~~review requests by the Owner, Contractor, or Construction Manager for changes in the Work. The review shall include the Architect's evaluation of the proposed change's impact on the Owner's program, the duration of the Project, the cost of the Project, and the design intent expressed by the Construction Documents. The Architect shall summarize its evaluation in a written report to the Owner within any time limits agreed upon, within any time limit set forth on the request for change, and without causing delay to the progress of the Work. The Architect shall prepare and issue revised Construction Documents as necessary to implement proposed changes in the Work that have been accepted by or directed by the Owner or Construction Manager.

§ 3.6.5.3 The Architect shall maintain a complete organized set of Contract Documents including any Modifications.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion, to identify Work to be completed or corrected after Substantial Completion and before Final Completion, and the date of final completion;
- .2 issue Certificates of Substantial an "Architect's Punch List" of Work to be completed or corrected after Substantial Completion and before Final Completion;
- .3 when the necessary conditions of the Contract Documents are satisfied, issue Certificates of Substantial Completion in the form of an AIA G704;
- .4 collect, organize, and forward to the Owner, for the Owner's review and records, written warranties and all other related documents required by the Contract Documents and received from the Contractor; and
- .4 .5 when in compliance with all requirements of the Contract Documents, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the ~~Contractor~~ Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the estimated cost to perform all Work to be completed or corrected, the balance of the Contract Sum remaining to be paid the ~~Contractor, including Construction Manager, and~~ the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the ~~Contractor:~~ (1) Construction Manager: (a) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)-(b) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3)-(c) any other documentation required of the Contractor-Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 ~~The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated. In addition to the Basic Services required of the Architect by Article 3, the Architect shall provide the Supplemental Services specifically identified in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2: responsibility. The Owner shall compensate the Architect for these services as part of the Architect's basic compensation as provided in Section 11.1. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the Architect is not designated as providing the service, the parties agree that the listed Supplemental Service is not being provided for the Project. (Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)~~

Supplemental Services	Responsibility (Architect, Owner, by Others or not provided)
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Supplemental Services	Responsibility (Architect, Owner, by Others or not provided)
§ 4.1.1.1 Programming	Architect to validate Owner's Program
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 — § 4.1.1.2 Measured drawings	Architect's Basic Service
§ 4.1.1.4 — § 4.1.1.3 Existing facilities surveys	Owner
§ 4.1.1.5 — § 4.1.1.4 Site evaluation and planning	Architect to validate Owner's
§ 4.1.1.6 — § 4.1.1.5 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 — § 4.1.1.6 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 — § 4.1.1.7 Civil engineering	Architect's Basic Service
§ 4.1.1.9 — § 4.1.1.8 Landscape design	Architect's Basic Service
§ 4.1.1.10 — § 4.1.1.9 Architectural interior design	Architect's Basic Service
§ 4.1.1.10 Value analysis	Architect to assist Construction Manager
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 — § 4.1.1.11 Detailed cost estimating beyond that required in Section 6.3	Architect to assist Construction Manager
§ 4.1.1.12 On-site Project representation	Architect's Basic Service
§ 4.1.1.13 On site project representation	
§ 4.1.1.14 — § 4.1.1.13 Conformed documents for construction	Architect's Basic Service
§ 4.1.1.15 — § 4.1.1.14 As-designed record drawings	Architect's Basic Service
§ 4.1.1.16 — § 4.1.1.15 As-constructed record drawings	Not Provided
§ 4.1.1.17 — § 4.1.1.16 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 — § 4.1.1.17 Facility support services	Not Provided
§ 4.1.1.19 — § 4.1.1.18 Tenant-related services	Not Provided
§ 4.1.1.20 — § 4.1.1.19 Architect's coordination of the Owner's consultants	Architect's Basic Service
§ 4.1.1.20 Telecommunications/data design	Architect to Coordinate with Technology Design Consultant
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.21 Security design	Architect to Coordinate with Technology Design Consultant
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.22 Commissioning	Architect to coordinate with Commissioning Agent
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 — § 4.1.1.23 Sustainable Project Services pursuant to Section 4.1.3	Architect to coordinate and assist Owner
§ 4.1.1.25 — § 4.1.1.24 Fast-track design services	Not Provided
§ 4.1.1.26 — § 4.1.1.25 Multiple bid packages	Architect's Basic Service
§ 4.1.1.27 — § 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect to coordinate with FF&E Vendor, if not included within the Architect's Basic Service
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 — § 4.1.1.28 Other services provided by specialty Consultants	Architect's Basic Service

Contract calls for periodic site visits during construction administration not full time on site representation- we are happy to provide these services as an additional service - please define how many days per week are required

Please define what service is being requested, otherwise strike

Supplemental Services	Responsibility (Architect, Owner , by Others or not provided)
§ 4.1.1.30—§ 4.1.1.29 Other Supplemental Services:	-----
<u>§ 4.1.1.29.1 Interior and Exterior Signage including interior and exterior wayfinding</u>	<u>Architect's Basic Service</u>

§ 4.1.2 Description of Supplemental Services

~~§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.~~

~~(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)~~

Not Used.

~~§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.~~

~~(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)~~

and as per 4.1.1.23

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, as modified attached to this Agreement.~~ The Owner shall compensate the Architect as provided in Section ~~11.2.11.1~~.

§ 4.2 Architect's Additional Services

~~The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.~~

or Reduced Services

~~§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:~~

- ~~1— Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;~~
- ~~2— Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;~~
- ~~3— Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;~~
- ~~4— Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;~~
- ~~5— Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
- ~~6— Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~7— Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- ~~8— Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
- ~~9— Evaluation of the qualifications of entities providing bids or proposals;~~

~~.10— Consultation concerning replacement of Work resulting from fire or other cause during construction; or,~~

~~.11— Assistance to the Initial Decision Maker, if other than the Architect. With the Owner's prior written permission, the Architect may provide Additional Services after execution of this Agreement without invalidating it. These Additional Services may be requested by the Owner or suggested by the Architect, but in all cases, the Architect shall obtain the Owner's written authorization to provide the Additional Services and written approval of the basis of compensation for them before providing them. The Architect waives its right to compensation for any Additional Services performed prior to receipt of the Owner's written authorization and approval. Additional Services are not deemed authorized until an executed amendment, in the form attached as Exhibit D, is fully executed.~~

§ 4.2.2 ~~To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.~~

- ~~.1— Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~
- ~~.2— Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~
- ~~.3— Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
- ~~.4— Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~
- ~~.5— Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom. The Architect shall be compensated for authorized Additional Services in accordance with Section 11.2. The Architect's schedule for its services shall be equitably adjusted to account for the actual additional time needed to perform them.~~

§ 4.2.3 ~~The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

- ~~.1— () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~
- ~~.2— () visits to the site by the Architect during construction~~
- ~~.3— () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- ~~.4— () inspections for any portion of the Work to determine final completion. Owner may reduce the scope of the Architect's services by issuing a written notice to that effect to the Architect. Upon receipt of such notice, the Architect will cease work as instructed and advise the Owner of its estimate of the impact the reduction in scope may have on the Project and the SLCW. The Architect's compensation and schedule shall be equitably adjusted to credit the Owner with the reduced scope of work and the Agreement shall be amended to reflect the reduction in scope and compensation.~~

§ 4.2.4 ~~Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services. The Architect shall not receive compensation for changes or Additional Services made necessary by Architect's negligence, error, omission, or failure to meet the standard of care.~~

§ 4.2.5 ~~If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. The Architect shall advise the Owner of Additional Services (i) it should provide if the Architect is to meet its standard of care obligations, (ii) that would be expected of an Architect performing its services competently, and (iii) that are reasonably necessary to accomplish the Owner's goals for the Project. Upon~~

recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need and shall provide the Owner with an estimate of the Architect's cost and an estimate of the impact, if any, on the Architect's schedule costs. The following may constitute Additional Services:

- .1 Services necessitated by a material and substantial change in the initially agreed upon Project scope (including changes in the Project size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method) or previous instructions or approvals given by the Owner;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, after the publication of Construction Documents for permit is received (including changing or editing previously prepared Instruments of Service);
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are contrary to prior specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparation of design and documentation for an excessive amount of alternate bid or proposal requests proposed by the Owner;
- .6 Except for the Architect's role as an Initial Decision Maker, preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto or where the dispute relates to the Architect's negligence, error, omission, or failure to meet its standard of care; or
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.6 NOT USED

§ 4.2.7 The Architect shall provide Construction Phase Services that substantially and pervasively exceed the limits set forth below as Additional Services. As a condition precedent to compensation for such Construction Phase Additional Services, the Architect shall notify the Owner prior to the limits below being reached:

- 2 .1 ~~«Three» («3»)~~ reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- 2 .2 ~~«Three» («3»)~~ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 2 .3 ~~«Three» («3»)~~ inspections for any portion of the Work to determine final completion.

§ 4.2.8 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.7, Construction Phase Services provided more than sixty (60) days after (a) the date of Substantial Completion of the Work or (b) the initial date of Substantial Completion identified in the agreement between the Owner and Construction Manager, whichever is earlier, shall be compensated as Additional Services, but only to the extent the Architect incurs additional cost in providing those Construction Phase Services and only to the extent the ~~Owner actually recovers such additional costs from the Construction Manager.~~

60-days

§ 4.2.9 If the services covered by this Agreement substantially extend past ~~«six» («6»)~~ months of the Substantial Completion Date in Section 1.1.4.3, through no fault of, or in any way caused by, the Architect, the extension and compensation of the Architect's services beyond that time shall be subject to negotiation as an Additional Service.

§ 4.3 Change Directive

§ 4.3.1 A Change Directive is a written order prepared by the Owner directing a change in the scope of the Architect's services prior to agreement on the adjustment, if any, to the Architect's schedule or compensation for the change. Upon receipt of a Change Directive, the Architect shall promptly advise Owner of the cost and impact of the requested change in services and advise the Owner of its agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the schedule or compensation. Architect shall not proceed with the changes described in the Change Directive until after Owner has reviewed the cost and impact of the requested changes and confirms in writing that it wishes Architect to proceed with the change in scope or services and the Agreement is amended, if needed, to reflect a change in compensation or scope.

§ 4.3.2 The Architect shall keep and present, in such form as the Owner may prescribe, an itemized accounting of all costs and savings related to the change in the scope of services together with appropriate supporting data. Unless

otherwise provided in the Article 11, an increase in the Architect's compensation for the purposes of this Section shall be limited to the following:

- .1 Costs of labor either the hourly rates established by Article 11 or the actual cost of wages, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner;
- .2 Costs for reimbursable expenses;
- .3 Costs for consultants;
- .4 Costs to review and coordinate the revised Instruments of Service; and
- .5 An appropriate charge for overhead and profit.

§ 4.3.3 If the Architect disagrees with the adjustment in the schedule or compensation, the Architect may make a request to resolve a Claim in accordance with applicable provisions of Article 8.

§ 4.3.4 The amount of credit to the Owner for a deletion or change that results in a net decrease in the Architect's compensation shall be actual net cost as confirmed by the Owner.

We understand that the project requires good partnership, and information from the owner will form an important basis of understanding for the A/E. We recommend that this be rewritten to align with a more mutual sharing of responsibility. The Architect shall identify in writing, during the Program Validation and Schematic Design phase specific Owner requirements to help maintain schedule and scope....or similar..

reasonably in dispute, subject to the right of either party to disagree and assert a Claim in accordance with Article 8.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information requested by the Architect in writing in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. The failure by the Owner to furnish any information to the Architect shall not relieve the Architect of any liability hereunder, nor extend the time in which the Architect is to perform such duties unless the Architect provides timely notice to the Owner in writing that the lack of such information may, and to what extent, impede the progress of the Project. The Architect and Owner acknowledge that any information provided by Owner is subject to change and that the Basic Services and Supplemental Services, as well as the compensation provided herein, take such changes into account.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as Architect shall perform its services so that the Project can be completed within the SLCW. The Owner may choose to update the SLCW as it deems necessary throughout the duration of the Project until final completion. Project. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the SLCW, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality. The Owner may, but is under no obligation, to disclose to the Architect the Project's overall budget.

§ 5.3 The Owner shall identify in Section 1.1.7.1 a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Upon written request by the Architect, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Subject to Section 3.1.2 and where necessary for the Architect's performance of its services, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity

tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 ~~The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.~~**NOT USED**

§ 5.7 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement.~~**NOT USED**

§ 5.8 The ~~Owner-Architect~~ shall coordinate the services of ~~its own~~ the Owner's separate consultants with ~~those~~ the services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the relevant portions of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those ~~designated as that are~~ the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. ~~The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided necessary for the Project's completion.~~ **Need to keep this statement and intent**

§ 5.9 The Owner shall furnish tests, ~~inspections~~ inspections, and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. Documents. The Architect shall provide the Owner with timely notice of any need for such tests, inspections, or reports.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing ~~services~~ services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall endeavor to provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, ~~omissions~~ omissions, or inconsistencies in the Architect's Instruments of Service. of Service; but the Owner's failure or omission to do so shall not relieve the Architect of its responsibilities hereunder and the Owner shall have no duty of observation, inspection, or investigation.

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the ~~Contractor~~ Construction Manager that relate to or affect the Architect's services or professional responsibilities. ~~The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.~~

§ 5.13 ~~Before executing the Contract for Construction, the Owner~~ The Architect shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Architect shall perform its services in a manner consistent with the obligations of the Architect as stated in this Agreement and in the AIA Document A201-2017. Upon written request, the Owner shall provide the Architect with a copy of the executed agreement between the Owner and ~~Contractor~~ Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect with reasonable access to the Project site prior to commencement of the Work and shall obligate the ~~Contractor~~ Construction Manager to provide the Architect reasonable access to the Work wherever it is in preparation or progress. While visiting the Project site, the Architect and Architect's consultants acknowledge that the Construction Manager is responsible for construction site safety by enforcing safety rules and regulations. Architect and Architect's consultants shall familiarize themselves, observe, and comply with such construction site safety rules. Prior to accessing and/or visiting the Project site, the Construction Manager may require the Architect and Architect's consultants to attend a safety class or classes as required for construction site safety.

§ 5.15 ~~Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~**NOT USED**

§ 5.16 Notwithstanding anything to the contrary contained in this Agreement, Owner's review and/or approval of any documents or other matters required herein shall be for the purpose of providing the Architect with information as to

Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents or designs. In no way does any review and/or approval Owner alter the Architect's responsibilities under this Agreement.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and ~~equipment, equipment~~ donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include ~~the compensation of the Architect; Architect,~~ the costs of the land, rights-of-way, financing, or ~~contingencies for changes in the Work;~~ Construction Manager contingency, Owner's contingencies or other costs that are the responsibility of the Owner.

§ 6.2 ~~The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, Evaluations of the Owner's SLCW, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. by, or in consultation with, the Architect, represent the Architect's best judgment as an experienced design professional in the applicable marketplace familiar with the construction industry.~~ It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or ~~equipment; the Contractor's equipment, the Construction Manager's~~ methods of determining bid ~~prices; prices,~~ or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the ~~Owner's budget SLCW~~ for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the ~~Architect~~ shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include recommended design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. ~~The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service. SLCW.~~

§ 6.4 ~~If, through no fault of the Architect, the Procurement Phase has not commenced within 90~~ The estimate of the Cost of the Work shall be projected to the scheduled date for the Project's completion. If the Work has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall the Owner (or if at any time the Architect observes any material changes in the construction market) the Architect shall advise the Owner as to any anticipated escalation or reduction in the Cost of the Work due to changes in construction market. Owner's SLCW may, at the Owner's discretion, be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the ~~Architect's~~ estimate of the Cost of the Work exceeds the Owner's ~~budget for the Cost of the Work, the Architect shall SLCW, the Architect shall, without additional compensation from the Owner, make~~ appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's ~~budget for the Cost of the Work SLCW~~ at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner ~~shall at its sole discretion may:~~

- .1 give written approval of an increase in the ~~budget for the Cost of the Work; SLCW;~~
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; ~~or;~~ or
- .5 implement any other mutually acceptable alternative.

on a one time basis,

§ 6.7 If the Owner chooses to proceed under ~~Section 6.6.4, the Architect~~ Sections 6.6.1 or 6.6.4, the Architect without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget SLCW for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.SLCW as adjusted under Section 6.6.1.

Need to keep the intent of this section

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect ~~and the Owner warrant warrants~~ that in transmitting Instruments of Service, or any other information, the ~~transmitting party Architect~~ is the ~~copyright owner originator~~ of such information or has permission from the copyright owner to transmit such information for its use on the Project. ~~Architect will not rely on any drawings or designs for the Project that are the subject of any copyright or patent held by any person other than the Architect without written notice to Owner and express written approval of the copyright or patent holder.~~

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. All rights, title, and interest, including, without limitation, manufacturing, development and exploitation rights in and to all plans, data, drawings, specifications, ideas, data, scripts, sketches, designs, concepts, reports, documentation, and/or other work product (whether tangible or intangible,) produced by the Architect or the Architect's consultants in connection with the Work or otherwise communicated by the Architect to Owner pursuant to this Agreement ("Instruments of Service") (excluding such portions as are part of and incorporated in the Architect's standard specifications and standard construction details, which portions of the Instruments of Service are not specific to this Project) are hereby assigned to the Owner and shall at all times be and remain vested in the Owner. For those documents which contain the Architect's or the Architect's consultants' standard specifications and standard construction details, the Owner shall have a limited use license which will be limited only to the Project covered by this Agreement and future expansions and modifications to this Project. As long as the Owner uses the documents containing the Architect's or the Architect's consultants' standard specifications and standard construction details solely for this Project, that use shall not be limited in any other manner. The Owner's obligation to pay the Architect for any services under this Agreement is expressly conditioned upon the Architect obtaining a valid written comprehensive assignment of all rights, title, and interest from its consultants in terms identical to those that obligate the Architect to the Owner as expressed in this section, which the Architect hereby assigns to the Owner. The Owner, in return, hereby grants the Architect and the Architect's consultants a revocable, nonexclusive license for the limited purposes relating directly to the Architect's performance under this Agreement, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architects marketing material in accordance with Section 7.3 of this Agreement. The nonexclusive license shall terminate automatically upon termination of this Agreement for cause. This nonexclusive license is granted to the Architect alone and shall not be assigned by the Architect to any other person or entity, except that the nonexclusive license may be sub-licensed to the Architect's consultants (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or its attempt to do so.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section

~~7.3 shall terminate.~~ In the event the Owner uses the Instruments of Service without retaining the Architect's services, to the extent provided by law, the Owner releases the Architect and Architect's consultant(s) from all causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and the Architect's consultants from all costs and expenses, including the cost of defense, related to causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's modification and use of the Instruments of Service without the Architect's approval under this Section 7.3. The terms of this Section 7.3 shall not apply if the Owner rightfully terminates this Agreement for cause.

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. ~~The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~ No other Project-related data, expression, or documents may be reproduced by the Architect or its Consultants for any other purpose without the express written permission of the Owner.

~~§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.~~

§ 7.5 Architect shall deliver master reproducible drawings and specifications in electronic format when the design is approximately fifty percent (50%) complete and at the start of construction or at other times as determined by formal request from the Owner. Architect shall deliver all originals of the Instruments of Service (whether completed or in process) in electronic format, to the Owner upon completion of the Work hereunder, or upon the termination of this Agreement. In the event this Agreement is terminated by the Owner for any reason, Architect shall deliver all originals of the Instruments of Service (whether completed or in process) in electronic format, upon such termination; provided however, that Owner shall pay Architect for any undisputed amounts in accordance with Article 9 of this Agreement.

§ 7.6 The Architect shall use a CADD system for the preparation of all Instruments of Service in a manner consistent with such usage by comparable Architecture firms with expertise in projects similar in nature and scope to the Project. To facilitate the execution of the Project, the Owner and other parties performing work and services in connection with the Project shall, as requested by the Owner, have access to electronic files or, at the Owner's option, CADD files on electronic media ("CADD Discs") that can be reproduced with standard CADD equipment. Unless otherwise provided in this Agreement, if CADD technology is used by the Architect in connection with this Project, Architect shall retain all rights, title and interest in the CADD applications programs, electronic tapes, and disks related to the CADD applications programs. If Owner wishes to obtain a copy of any electronic media containing portions of Architect's design database pertaining to this Project for any reason, then Architect shall prepare a duplicate disk and deliver the same to Owner at no additional cost. Uses by the Owner include but are not limited to backgrounds for Construction Manager or subcontractor shop drawings, as-built drawings, Owner marketing and other Owner promotional materials. Throughout the progress of the Project, the Owner may request an "in progress" set of CADD Documents for all or any portion of the Project and the Architect shall deliver the same to the Owner within three (3) business days of such request.

§ 7.7 No license is granted by this Agreement or otherwise allowing Architect or the Architect's consultants to reproduce, distribute, modify, display, or otherwise use any Owner-related marks, logos, and graphics. The Architect hereby acknowledges that marks, logos, and graphics related to the Owner are valuable intellectual property, and that misuse or misappropriation of them will damage the Owner. Reproduction, display, distribution, modification, or any other use of Owner-related marks, logos, or graphics without the prior, express, and written permission of the Owner is prohibited. That permission may be refused or revoked for any reason, in the Owner's sole discretion.

§ 7.8 Except as otherwise stated in Sections 7.2 and 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims. A "Claim" is a demand or assertion by one of the Parties (Owner or Architect) seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question between the Owner and Architect arising out of or relating to the Agreement. The responsibility to substantiate Claims shall rest with the party making the Claim. The Owner and Architect shall resolve all Claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 Claims Resolution process in § 8.2. and, except as otherwise provided by applicable law, in no case may either Party bring a cause of action against the other Party more than ten (10) years after the date of Substantial Completion of the Work. The Owner and Architect waive all ~~claims~~ Claims and causes of action not commenced in accordance with this Section 8.1.1. Article 8.

§ 8.1.2 To the extent damages are covered by proceeds received by the claimant from property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. Pending final resolution of any Claims, the Architect shall proceed diligently with the performance of its obligations under this Agreement and the Owner shall continue to make payment in accordance with the Agreement on all items not in dispute or subject to a Claim.

§ 8.1.4 The Architect shall initiate by written notice, any Claims for an increase to the Architect's compensation, and obtain Owner's written approval by a written Amendment to the Agreement, prior to providing any Additional Services or incurring any related costs related to Additional Services unless the Claim for Additional Services relates to an emergency imminently endangering life or property. In the case of Additional Services related to such an emergency, the Architect shall initiate a Claim by written notice to the Owner no later than twenty- one (21) days after the event giving rise to such Claim.

§ 8.2 Negotiation, Claim Resolution, and Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. Within ten (10) business days of receipt of a notice of Claim, the parties to a Claim shall attempt in good faith to resolve it promptly by referring the Claim to persons who have authority to settle the Claim on behalf of each Party. The individuals with authority to resolve Claims shall meet within ten (10) days of receipt of written notice of a Claim. The Parties shall attempt in good faith to negotiate a resolution of the Claim prior to pursuing other remedies. If the Parties agree on the method of resolving the Claim, such method shall be embodied in a written agreement signed by the Owner and the Architect. Construction lien law does not extend to liens against a municipalities' property, therefore the Architect may not file a lien against the Owner's Property for unpaid sums.

If the parties are unable to resolve a dispute through Informal Negotiations (8.2.1), the parties next agree to submit the claim to mediation. The parties shall mutually agree on the mediation tribunal and mediator and schedule for mediation proceedings.

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~reserved

Need to retain

~~§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~reserved

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be Dispute resolution may be by the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent ~~jurisdiction~~jurisdiction, subject to the venue requirements of Section 10.1

☐ Other: ~~(Specify)(Specify)(Specify)~~(Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding non-binding dispute resolution method other than litigation, the dispute will be resolved in ~~a court of competent jurisdiction~~in a court of competent jurisdiction subject to the venue requirements of Section 10.1.

§ 8.3 Arbitration - reserved

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~reserved

§ 8.3.4 Consolidation or Joinder - reserved

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration~~

~~permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~ § 8.3.5 reserved

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.Alternative Dispute Resolution for Architect's Errors, Omissions, and Negligent Acts

§ 8.4.1 - § 8.4.5 reserved

§ 8.5 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this ~~Agreement,~~ Agreement (except for non-payment due to a disputed invoice or Claim) within thirty (30) business days of the receipt of written notice of such nonpayment, such failure shall be considered substantial nonperformance and cause for ~~termination or, at the Architect's option, cause for suspension of the Architect to suspend~~ performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give ~~seven-ten (10) business days'~~ written notice to the Owner ~~to cure~~ before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused ~~by~~ the Owner because of such suspension of services. ~~Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~Upon payment to the Architect of all undisputed sums due prior to suspension, the Architect shall immediately resume its services. If the Project is suspended for more than one hundred eighty (180) days, the Architect shall be paid for services completed at the time of suspension.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

§ 9.3 If the Owner suspends the Project for more than ~~90 cumulative one hundred eighty (180) consecutive~~ days for reasons other than the fault of the Architect, the Architect ~~may terminate this Agreement by giving not less than seven days' written notice.~~ shall be reimbursed for services completed at the time of suspension.. Should suspension exceed one hundred eighty (180) consecutive days, the Architect, subject to the Owner's approval of replacements, shall be entitled to substitute key team members that become unavailable due to the Project's suspension.

§ 9.4 ~~Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~NOT USED

§ 9.5 ~~The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.~~This Agreement may be terminated by the Owner, with or without cause, for Owner's convenience upon written notice to the Architect.

§ 9.6 ~~If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect~~In the event of a termination, the Architect shall be compensated for services performed prior to termination, ~~Reimbursable Expenses incurred, and~~

~~costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements including Reimbursable Expenses reasonably incurred prior to termination. If at the time of termination by Owner, the Architect's compensation is based on a percentage of the Cost of the Work, the Architect shall be compensated for services performed prior to termination based on the lesser of the SLCW, current estimated Cost of the Work, Contract Sum of the Contract for construction, or current Guaranteed Maximum Price of the Cost of the Work, multiplied by the applicable percentage fee and the applicable percentage of services completed at the time of termination based on the schedule of values in Section 11.5.~~

§ 9.7 ~~In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~.1 — Termination Fee:~~

~~.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

~~the event of a termination, Owner's sole responsibility shall be to pay the Architect in accordance with Section 9.6 for services performed and accepted prior to termination, without waiver of damages, if any, flowing from Architect's acts, errors, or omissions.~~

§ 9.8 ~~Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.~~ **NOT USED**

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article ~~7 and Section 9.7.7.~~

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 ~~This Unless precluded by law of the state where the Project is located, this Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3-laws of the State of Michigan without regard to any conflict of law principles. In the event the Parties resort to a court, the Parties hereby (a) irrevocably consent and submit to the jurisdiction of the 51st District Court or the 6th Circuit Court sitting in the State of Michigan, County of Oakland, or the U.S. District Court for the Eastern District of Michigan-Southern Division, in respect to any action or proceeding brought therein concerning any matters arising out of or in any way relating to this Agreement; (b) expressly waive any rights pursuant to the laws of any other jurisdiction by virtue of which exclusive jurisdiction of the courts of any other jurisdiction might be claimed; (c) irrevocably waive all objections as to venue and any and all rights it may have to seek a change of venue with respect to any such action or proceeding; (d) agree that the laws of the State of Michigan shall govern without regard to any conflict of law principles; and (e) agree that any final judgment rendered in any such action or proceeding shall be conclusive and may be entered in any other jurisdiction by suit on the judgment or in any other manner provided by law and expressly consent to the affirmation of the validity of any such judgment by the courts of any other jurisdiction so as to permit execution thereon. The Architect shall incorporate the requirements of this choice of law and forum selection clause into all agreements with consultants, engineers, and other persons or entities (of any tier) providing Project-related services who, as Project participants, are in direct or indirect privity with the Architect.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for ~~Construction.~~ **Construction**, as modified, unless a contrary definition is set forth herein or inferable herefrom.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign ~~this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a~~ written consent of the other. The

Owner reserves the right, upon notice to the Architect, to assign this Agreement to an institutional lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment or to any other persons or entities who are ready and capable of performing the Obligations under the Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14-seven (7) days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14-seven (7) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. Architect or the Owner.

§ 10.5.1 The Owner shall enjoy the same benefits and rights to the Architect's consultants as the Architect enjoys with respect to its consultants. That Architect shall enter into written contracts with its consultants and engineers that impose upon its consultants the same duties and obligations to the Owner as the consultant has to the Architect. Should the Owner terminate this Agreement with the Architect, the Architect shall, upon Owner's written request, assign such consultant agreements as directed by the Owner. Such assignment shall not change the fact that the Owner has no obligation to pay the Architect's consultants any amounts whatsoever, except prospective fees expressly agreed to in writing by the Owner after Owner's acceptance of an assignment of the Architect's consultant agreements. The Architect shall provide the Owner copies of any agreement entered into by the Architect pursuant to this Agreement or the Project. If Architect's compensation exceeds \$50,000, Architect shall be required to post a Payment Bond in connection with the Project to ensure payment of its consultants and engineers.

AE's don't
post
payment
bonds

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the Owner in writing. The Architect shall not knowingly specify in the Project Construction Documents or approve the use of any asbestos containing building material (ACBM) or any known hazardous building materials to be used in the construction of the Project. Upon the issuance of the Final Certificate for Payment, Architect shall require each contractor to certify to the Owner and the Architect that no ACBM or any known hazardous building materials were used in the construction of the Project.

§ 10.7 The Architect shall have the right to Only upon the written consent by the Owner, which may be withheld for any reason, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project, concerning Owner's security measures and any information. The Architect shall furnish to the Owner, without charge, copies of all such materials for Owner's use as well as the Owner's review and approval prior to any publication. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4-Agreement.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. **CONFIDENTIALITY.** "Confidential Information" means information that is exempt from disclosure under the Michigan Freedom of Information Act, Public Act 442 Of 1976, MCL 15.231 et. seq. This Section 10.8 shall survive the termination of this Agreement. By entering into this Agreement, the Architect agrees to the following Confidentiality Agreement:

- .1 The Architect shall not knowingly or negligently communicate or disclose at any time to any person any information concerning the Work or the Project, except: (a) with prior written consent of the Owner, (b)

- information which has become part of the public domain prior to the date of the Agreement, (c) information which becomes part of the public domain by means other than an unauthorized act or omission of the Architect, or (d) as may be required to perform the Work or by any Applicable Law or to its professional advisors or lender (all of whom shall be required to maintain such information in confidence).
- .2 The Architect shall promptly upon the request of the Owner return and surrender to the Owner the original or legible copies of any materials, records, notices, memoranda, recordings, Drawings, Specifications and mock-ups and any other documents furnished by the Owner.
 - .3 The Architect shall maintain, and shall cause all members of the design and consulting team, their directors, officers, employees, and agents, to maintain, during and after the term of the Agreement, the confidentiality of all confidential information of the Owner when designated as such and shall not use such information for any purpose whatsoever except for uses permitted by above paragraph 10.8.1.
 - .4 The Architect shall not identify, either expressly or by implication, the Owner, or its corporate affiliates, or use any of their trademarks, trade names, service marks, other proprietary marks, or reference the Services performed under the Agreement, in any advertising, press releases, publicity matters, or other promotional materials without the Owner's prior written permission.
 - .5 The Architect shall not, without the express written consent of the Owner, discuss the Work or any part thereof with people under circumstances in which such communications can reasonably be expected to be published in newspapers, magazines or trade journals or broadcast on radio or television. Architect shall follow the confidentiality and disclosure with requirements relating to a crisis management plan if one is agreed to by both parties with respect to the Work. This restriction also shall not apply to any fair response by the Architect to publicity released by the Owner that is detrimental to the reputation of the Architect. Any such contact shall be referred to the Owner for response. Further, without the Owner's consent, the Architect shall not participate in professional or trade seminars or publish or submit articles for publication, the subject of which is, in whole or in part, the Work. Any proposed article or publication shall be submitted to the Owner for review and approval, which shall not be unreasonably withheld.
 - .6 The Architect shall cause all members of the design and consulting team to specifically acknowledge that the provisions of this Confidentiality Agreement are binding upon them.
 - .7 If the Architect becomes legally compelled to disclose any information concerning the Work, the Architect shall provide the Owner with verbal and written notice prior to disclosure so that the Owner may have the opportunity to seek a protective order or other appropriate remedy. In the event that a compelled disclosure is made by the Architect, the Architect agrees to produce only that portion of information which the Architect is legally obligated to disclose.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 WAIVER. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate, nor be construed as, a continuing waiver.

§ 10.11 INDEPENDENT CONTRACTOR. This Agreement shall not render Architect or any of its personnel an employee, partner, agent, or joint venturer with Owner for any purpose. Architect is, and will remain, an independent contractor in its relationship to the Owner. The Owner shall not be responsible for withholding taxes with respect to the compensation of the Architect. The Architect shall have no claim against the Owner hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits,

unemployment insurance benefits, or employee benefits of any kind. Architect shall indemnify and hold Owner harmless for all demands and causes of action against the Owner by and Architect employee, arising out of any contract for hire or employer relationship between Architect and any Architect employee including, but not limited to Worker's Compensation, disability pay or other insurance of any kind. Architect shall solely control, direct, and supervise and be fully liable for the conduct of all Architect employees.

§ 10.12 USE OF STATE, FEDERAL OR OTHER SOURCES OF FUNDS. Portions of the Project, including the professional services to be provided under this Agreement may be funded by state or federal or private grant funds. If Owner receives grant funds, Owner shall provide Architect with all grant requirements applicable to the Project that pertain to Architect. If a state, federal or other grant requires specific language to be included in this Agreement that is not currently included, the Parties shall amend the Agreement to include the required grant language. Architect shall cause the requirements of grants received by Owner, relating to this Project, to be incorporated into the provisions of each Consultant Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services ~~described under Article 3, and Supplemental Services described under Articles 3 and 4,~~ the Owner shall compensate the Architect as follows:

~~1~~ Stipulated Sum A total Lump Sum fee of _____ Dollars (\$) for Complete Design Services based on the estimated Cost of the Work, plus a Not-to-Exceed amount of ~~XXXXX~~ Dollars (\$) for any Reimbursable Expenses, which will be invoiced at actual cost without markup.

~~(Insert amount)~~

For furniture, fixtures, and equipment with a separate budget of approximately \$2,000,000, which includes costs of loose furniture for areas such as offices, common spaces, training centers, conference rooms, dining areas, etc. Architect's fee percentage (to be converted to a lump sum(s) based upon the actual value of furniture procured for furniture and equipment projects managed), shall be _____ percent (%), to act as the Owner's Furniture Consultant and lead the Owner in the responsible procurement of program-wide furniture.

proposal is for a lump sum fee for the defined scope - AE's scope remains the same regardless of construction costs - fee changes will require negotiation of the actual changes to scope of work and the time needed to complete these scope changes versus an arbitrary cost as a percentage of construction costs. This creates a more transparent and fair working relationship.

~~2~~ Percentage Basis
~~(Insert percentage value)~~ In the event the Owner's SLCW materially or substantially changes the Scope of the Work, the percentage fee for increases and/or reductions in the Architect's compensation shall be as follows:

~~()~~ % of the Owner's budget for difference of the Cost of the Work, as calculated in accordance with Section 11.6 or as otherwise agreed to by the parties.

~~3~~ Other

~~(Describe the method of compensation)~~

Notwithstanding the foregoing, any increase or reduction to the Architect's Fee shall be amended in writing.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

~~(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)~~

NOT USED

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

~~(Insert amount of, or basis for, compensation.)~~

Fee changes will require negotiation of the actual changes to scope of work and the time needed to complete these scope changes versus an arbitrary cost as a percentage of construction costs. This creates a more transparent and fair working relationship.

~~Depending on the nature of the request, and upon mutual agreement by the parties, compensation for Additional Services shall be as follows.~~

~~_____ % of Cost of the Work, or as otherwise agreed to by the parties.~~

Notwithstanding the foregoing, any increase or reduction to the Architect's Fee shall be amended in writing.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

zero percent (0%).

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)	SD 15%
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)	DD 24%
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)	CD 30%
Procurement Phase	<u>Two and One Half</u>	percent (	<u>2.50</u>	%)	P 3%
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)	CA 25.5%
<u>Project Completion</u>	<u>Two and One-Half</u>	percent (	<u>2.50</u>	%)	PC 2.5%
Total Basic Compensation	<u>one hundred-One Hundred</u>	percent (	100	%)	

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments lesser of the Cost of the Work or SLCW. Compensation for previously completed Phases of Services shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions by the Architect in accordance with this Agreement for those portions of the Project except to the extent the reduction in Project Scope is related to the Architect's errors, omissions, negligent acts, or failure to design the Project in accordance with the SLCW. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed by the Architect in accordance with this Agreement whether or not the Construction Phase is commenced is commenced except to the extent the reduction in Project Scope is related to the Architect's errors, omissions, negligent acts, or failure to design the project in accordance with the SLCW.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit E – Architect's Hourly Rate Schedule.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses ~~Expenses~~, when indicated under Sections 11.1 or 11.3 are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- 1 Transportation and authorized out-of-town travel and subsistence; subsistence costs not exceeding the limits established by the Owner;
- 2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- 3 Permitting and other fees required by authorities having jurisdiction over the Project;

- ~~4~~ 3 Printing, reproductions, plots, and standard form ~~documents; documents except for Architect's internal use, Owner reviews, agency approvals, public utility companies use and permitting;~~
- ~~5~~ 4 Postage, handling, and delivery;
- ~~6~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~7~~ 5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner ~~or required for the Project;~~
- ~~8~~ If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; and not included in the Basic or Supplemental Services; and
- ~~9~~ 6 All taxes levied on professional services and on reimbursable ~~expenses;~~
- ~~10~~ Site office expenses;
- ~~11~~ Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- ~~12~~ Other similar Project related expenditures; expenses that are enacted subsequent to the execution of this Agreement.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (■%) zero percent (0%)~~ of the expenses incurred.

§ 11.8.3 The Architect shall not be entitled to any single reimbursement for Reimbursable Expenses in excess of One Thousand Dollars (\$1,000) without the Owner's prior written authorization.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

NOT USED

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (~~\$ ■~~) Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice, first, and if necessary, subsequent invoices.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ■) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~ NOT USED

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (~~—~~) days after the invoice date sixty (60) days after the date on which the Owner receives an adequately documented invoice shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

■% Prime interest rate as published in the Wall Street Journal on first day of the month when owed payment becomes delinquent; however, shall not exceed six percent (6%) per annum.

§ 11.10.2.2 The Owner ~~shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding may~~

~~withhold, without the Architect stopping or in any other way disrupting its services or the Project, any disputed sums or sums subject to a Claim under Article 8 of this Agreement. In addition to any sums withheld due to a dispute or Claims under Article 8, the Owner may, at its sole discretion, withhold up to ten percent (10%) from each payment for the Architect's compensation as retainage to be paid upon Final Completion and Acceptance of the Work or the termination of this Agreement.~~

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available ~~to the Owner at mutually convenient times for Owner review and submitted with each invoice.~~

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 To the fullest extent possible, the provisions of this Agreement, including the Exhibits, and General Conditions shall be deemed to supplement and complement each other. In the event there is any conflict between this Agreement and AIA Document A201-2017, as amended and set forth in Section 13.2, the terms of this Agreement shall prevail.

§ 12.2 The Architect shall provide immediate written notice to the Owner if the Architect becomes aware of any defect, or omission (or potential defect, or omission) in the design of the Project or in the Construction Documents, including but not limited to errors, omissions, or inconsistencies in the Architect's Instruments of Service.

§ 12.3 The Owner and Architect acknowledge and agree that each have participated fully in the negotiation and preparation of this Agreement and that this Agreement shall not be more strictly construed against either party.

to the extent they are caused by

§ 12.4 Indemnification

§ 12.4.1 The Architect shall indemnify, defend, and hold harmless the Owner and its officials, employees, agents, consultants, and volunteers for all damages, losses, or claims ~~that arise as a result, in whole or in part, of the negligence, errors, omissions, or failure to perform by the Architect, its employees, its agents, or its consultants.~~

to the extent they are caused by

§ 12.4.2 The Architect shall indemnify, defend, and hold harmless the Owner and its officials, employees, agents, consultants, and volunteers for all damages, losses, or claims ~~that arise as a result, in whole or in part, of the breach of this Agreement or any implied covenants deemed applied thereto, intentional acts, omissions, or other failures to perform by the Architect, its employees, its agents, or its consultants.~~

§ 12.4.3 The Architect agrees to indemnify, defend, and hold harmless the Owner and its officials, employees, agents, consultants, and volunteers for any claims or demands asserted by the Construction Manager or others against the Owner that a contractor or others asserting the claims ~~contend arise out of or result from the conduct, actions, or failure to act of the Architect. Architect further agrees to indemnify defend, and hold harmless the Owner and its officials, employees, agents, consultants, and volunteers for any damages, fees, expenses, and costs (including, but not limited to, legal fees, and other court, mediation, or arbitration costs) incurred by the Owner in defending against claims asserted by the Construction Manager or others against the Owner that the Construction Manager or others asserting the claims contend arise in whole or in part out of or result from the conduct, actions, or failure to act of the Architect.~~

are caused by the negligent acts, errors, omissions

§ 12.4.4 The indemnity provisions of the previous three sections in this Article 12 shall not be construed so that one provision cancels, limits, or abrogates the indemnities and protections and governmental immunity afforded the Owner or the duties of the Architect to indemnify, defend, and hold harmless the Owner and its officials, employees, agents, consultants, and volunteers in each of those sections shall be construed cumulatively.

The application of Section 12.4 provisions shall be consistent with MCL 691.991.

§ 12.5 Project Management Information System.

The Architect shall implement a management control system for the design ~~and construction~~ of the Project using to support such functions as planning, organizing, scheduling, budgeting, reporting construction progress and expenditures, accounting, documentation, identifying variances and problems, decision making, and decision implementation. The data provided by the management control system must be timely, must be responsive to the needs of management at all levels, and must be fully capable of providing a sound basis for management decisions. The Owner plans to utilize e-Builder, a construction program management data platform, on the Project to provide

document control, RFI, Change Orders, Applications for Payment, lien waivers, project budget and invoices, project schedule, and project cost-to-complete, etc. Architect shall cooperate with the Owner to ensure full [electronic format] compatibility to properly upload the Architect's design documents and construction contract administration documents and data onto the Owner's platform.

§ 12.6 AUDIT RIGHTS

§ 12.6.1 Owner reserves the right to request supporting documentation for all amounts charged to Owner. Records will be subject to audit at any time during the term of this Agreement and for a period not to exceed seven (7) years after any amount is billed. Within thirty (30) days of receiving a request, Architect will furnish to Owner original invoices to support all charges and complete payroll records to support labor charges. Owner reserves the right to audit any other supporting evidence necessary to substantiate charges related to this Agreement, both direct and indirect costs, including overhead allocations as they may apply to costs associated with this Agreement. If requested by Owner, Architect will provide supporting records in a computer readable format as well as a hard copy.

§ 12.6.2 If an audit reveals overcharges, Architect will reimburse Owner upon demand for such overcharges plus interest thereon from the date paid by Owner through the date of reimbursement at a rate equal to two percent (2%) above the rate announced from time to time by The Wall Street Journal for such period as its "Prime Rate".

§ 12.6.3 The terms and provisions of this section 12.6 shall survive the expiration or termination of this Agreement.

§ 12.6.4 Architect shall preserve the Records for a period of seven (7) years after Final Payment, or for such longer period as may be required by law.

§ 12.6.5 Architect shall cause the provisions of this Article to be incorporated into the provisions of each Consultant Agreement. Each Consultant Agreement shall provide that Owner shall have the right, upon reasonable notice to Architect and Consultant, to audit all such Records and accounts required to be maintained by Consultant in accordance with this Agreement.

§ 12.6.5 Architect shall prepare and submit such reports concerning the Project (with supporting documentation) as may be reasonably requested by the Owner during the term and retention period. In the event Owner is audited by any governmental authority during that time concerning the Project or professional services, the Architect will cooperate with the Owner and the auditors and respond to audit inquiries in a proper and timely manner so that the audit may be resolved promptly.

§ 12.7 Notices

All notices, requests, consents and approvals which are required or permitted by this Agreement shall be in writing and as follows:

If to Owner: Attention: Victor Cardenas, City Manager
City of Novi
45175 Ten Mile Road
Novi, MI 48375

With Copies to : Attention: Brian Weber
Plante Moran Realpoint, LLC
3000 Town Center; Suite 100
Southfield, MI 48075

If to Architect: Attention: NAME
COMPANY NAME
ADDRESS
ADDRESS

§ 12.7.1 All such notices, requests, consents, and approvals shall be deemed to be given when delivered, if personally delivered, or upon receipt (as evidenced by the date set forth on the return receipt), if sent by certified mail or overnight delivery service.

§ 12.8 The Architect's duties and obligations imposed by the Agreement and Owner's rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 12.9 Protected Health Information.
Not Used.

§ 12.10 Public Body The Owner, being a public body, shall render decisions within a reasonable time after being requested to do so by the Architect. The Architect, assisted by the Owner's Representative Consultant, shall prepare and submit all recommendations, which require the Owner approval, as soon as reasonably possible unless another schedule is agreed to by the Owner in writing.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:
AIA Document A201™-2017, General Conditions of the Contract for Construction

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)Exhibit
A – Design Phase Deliverables

[] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this agreement.)Exhibit B – AIA Document
G704-2017 Certificate of Substantial Completion

Exhibit C – Not Used

Exhibit D – Agreement Amendment Form

Exhibit E – Architect's Hourly Rates

[] Other Exhibits incorporated into this Agreement:Exhibit F – Not Used

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and
scopes of services identified as exhibits in Section 4.1.2.)Exhibit G – Architect's Certificates
of Insurance

Exhibit H – AIA Document G701-2017 Change Order

Exhibit I – AIA Document G714-2017 Construction Change Directive

Exhibit J – Project Preliminary Milestone Schedule

- .4 Other documents:**
(List other documents, if any, forming part of the Agreement.)

<< >>

§ 13.3 To facilitate execution of this Agreement, the parties may execute this Agreement in counterpart and exchange signatures by facsimile transmission or by electronic delivery of a PDF copy of the executed Agreement, which facsimile or PDF copy shall be deemed valid and binding.

§ 13.4 This Agreement effective on the date the Owner and Architect both sign it. To facilitate execution of this Agreement, the parties may execute this Agreement in counterpart and exchange signatures by facsimile transmission or by electronic delivery of a PDF copy of the executed Agreement, which facsimile or PDF copy shall be deemed valid and binding.

CITY OF NOVI,

~~This Agreement entered into as of the day and year first written above.~~

OWNER (Signature)

Victor Cardenas, City Manager

(Printed name and title)

Date

ARCHITECT (Signature)

<< >><>>

(Printed name, title, and license number, if required)

Date

ATTACHMENT A

OWNER'S INSURANCE REQUIREMENTS

In General **AE**

The ~~Contractor~~ shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. The Company shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed to the Owner/City of Novi.

additional insured and waiver of subrogation

The insurance required hereunder shall not be interpreted to relieve the ~~Contractor~~ of any obligations under the Contract. The ~~Contractor~~ shall remain fully liable for all deductibles and amounts ~~in excess~~ of the coverage actually realized. **AE**

AE

\$1,000,000 personal and advertising injury, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate

MINIMUM SCOPE AND LIMIT OF INSURANCE for Contractors/Architects/Engineers

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, \$2,000,000, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Michigan, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury ~~or disease~~.

4. ~~Surety Bonds~~

~~Contractor shall provide the following Surety Bonds:~~

- ~~1. Bid bond~~
- ~~2. Performance bond~~
- ~~3. Payment bond~~
- ~~4. Maintenance bond~~

by accident, \$1,000,000 bodily injury by disease - each employee, and \$1,000,000 bodily injury by disease - policy limit

5. **Professional Liability** (if Design/Build), with limits no less than **\$5,000,000** per occurrence or claim, and \$10,000,000 policy aggregate.
6. ~~**Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$5,000,000 policy aggregate.~~

7. **Umbrella/Excess Liability**

The ~~Contractor~~ shall provide Umbrella/Excess Liability insurance limits as follows:

For contract amount under \$5,000,000: At least \$1,000,000 limit

For contract amount from \$5,000,000 to \$25,000,000: At least \$5,000,000 limit

For contract amount from over \$25,000,000 to \$50,000,000: At least \$10,000,000 limit

For contract amount over \$50,000,000: At least \$10,000,000 limit

~~If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.~~

~~Special Risks or Circumstances~~

~~Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.~~

OTHER CONTRACTUAL INSURANCE ITEMS TO POTENTIALLY INCLUDE

A. Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have a Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the Owner. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

NAIC shall be

such approval shall not be
unreasonably withheld

B. Certificate of Insurance

The Contractor will deliver to the City of Novi

The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsements shall be attached to the certificates of insurance when submitted to the Owner.

additional insured and waiver of
subrogation

C. Cancellation and Modification of Insurance Coverages

The Contractor shall be responsible to immediately notify the Owner in writing of any changes or cancellations of its insurance or may be found in breach of the contract and the contract could be terminated. This notice requirement does not waive the insurance requirements contained herein.

D. No Recourse

There shall be no recourse against Owner for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section GC.8.

E. Endorsements and Waivers

All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

1. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors

SCOPE AND LIMIT OF INSURANCE – CITY OF NOVI CONTROL

A.

1. ~~Builder's Risk Insurance~~

~~Novi-Owned Property: During the term of this Contract, Owner, City of Novi will provide Builder's Risk/Course of Construction insurance, insuring on an "all risk" basis, subject to policy(s) exclusions, equal to the maximum probable loss and covering the Project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of the Owner, Contracts and their subcontracts of any tier providing equipment, materials, or services for the project. Coverage is as follows:~~

2. **Owner Controlled Insurance Program** – OCIP – General Liability, and Excess Umbrella Liability. Timing is right pre vote to start discussions, planning analysis with Kapnick Team. Opportunity to control administration, costs, ability to purchase higher limits and more effective way to protect City of Novi.

these items pertain to
contractors and are not
applicable

B. Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have a Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the Owner. Each insurance company's ~~rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.~~

NAIC shall be

such approval shall not be
unreasonably withheld

C. Certificate of Insurance

The Contractor will deliver to the City of Novi. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, ~~and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.~~ All endorsements shall be attached to the certificates of insurance when submitted to the Owner.

additional insured and waiver of subrogation

D. Cancellation and Modification of Insurance Coverages

The Contractor shall be responsible to immediately notify the Owner in writing of ~~any changes or~~ cancelations of its insurance, or may be found in breach of the contract and the contract could be terminated. This notice requirement does not waive the insurance requirements contained herein.

General liability,
automotive
liability, and
umbrella/excess
liability

E. No Recourse

There shall be no recourse against Owner for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section GC.8.

F. Endorsements and Waivers

~~All~~ insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

1. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees ~~and agents~~ and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees ~~and agents~~ should be primary and non-contributory.
2. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

G. Failure to Provide or Maintain Insurance Coverages

The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract. In addition to the remedies that the Owner may have pursuant to Section GC.10 (Breach of Contract and Remedies) of the General Conditions, the Owner may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the Owner in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

[end of Attachment A – Owner's Insurance Requirements]

EXHIBIT A, Architect's Design Phase [Minimum] Deliverables Document Requirements, to AIA B101-2017 Edition, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Architect** dated _____.

Owner: _____

Architect: _____

The goals of establishing the following design phase [minimum] deliverable document requirements are (1) to assist the Owner to eliminate, as much as possible, project design, budget and schedule uncertainties by increasing predictability; (2) to provide sufficient and accurate project design and engineering design documents to the Owner and Construction Manager (Contractor) so that the Construction Manager can rely upon such design and engineering documents to prepare and submit to the Owner reliable project construction budget/estimate at the completion of various design milestones – i.e., Schematic Design, Design Development, etc. The Owner fully anticipates that at the conclusion of the Schematic Design Phase, The Construction Manager shall be able to prepare and present to the Owner and the project team a formal Project budget and/or estimate which shall be divided into CSI Divisions. Such budget and/or estimate will allow the Owner to rely upon it as a “maximum target price” for the Project. At the conclusion of the Design Development Phase, the Construction Manager shall prepare and present to the Owner and the project team a “full take-off estimate” of sufficient substance and detail so the Owner will be able to rely upon as an initial Guaranteed Maximum Price (GMP) and to rely upon the initial GMP to secure financing for the Project or for each sub-component of the Project. Subsequent to acceptance of the initial GMP by the Owner, the Construction Manager shall have the principal responsibility to assist the Owner and the members of the design team to ensure that the final GMP will not exceed the initial GMP. The Construction Manager shall fully engage the Architect and other design team members, and the Architect and other design team members shall fully cooperate with the Construction Manager, to ensure that in preparing the [final] Construction Document, the scope, quality and costs of the Project are aligned (not compromised) and within the initial GMP.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
GENERAL DESCRIPTION	1. Scope of work narrative 2. Comparison of capacities (see "Building Interior" for area comparison) to program 3. List of applicable building codes on drawing title sheet 4. List of anticipated building code variance requests	1. Description of construction phasing 2. Description of any proposed occupancy within construction area 3. Building code review (describe means of compliance for major code issues and building systems) 4. Description of water & vapor characteristics of roof & exterior walls 5. Design intent document (rough draft)	1. Documentation on drawings as required by building codes 2. If multiple bid packages, clear indication of scope of each release 3. Identification of construction phasing, including temporary requirements during each phase 4. Design intent document (completed design)
SPECIFICATION	1. System & material narrative description	1. Outline specification w/same section numbering as final	1. Complete specification including draft front end documents 2. List of items which are sole-sourced or dual-sourced and justification for not specifying three acceptable products 3. For items listed in "Preferred Manufacturers List", a table of specified items that are NOT indicated in PML and the justification for specifying these items 4. For door hardware sets that require electricity, indicate the proposed sequence of operations for the hardware

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
SITE	1. Site plan(s), to include the following: 2. Existing conditions 3. Demolition 4. Building outline(s) 5. Future expansion 6. Site entrance 7. Roads & driveways 8. Parking locations 9. Bus stop/shelter (if required) 10. Loading dock location 11. Waste/recycling collection locations 12. Walkway locations 13. Stairway locations 14. Emergency telephones 15. Utility requirements 16. Site utilities 17. Preliminary grading plan 18. Soil retention work, if needed 19. Storm water management plan 20. Preliminary site lighting layout	1. General dimensions & elevations 2. Permanent exterior signage 3. Parking/roadway plans & elevations 4. Vehicle & pedestrian traffic controls 5. Grading plan 6. Lighting plan 7. Concept details of site fixtures & equipment 8. Utility plans, elevations & details 9. Sanitary sewer flow calculations 10. Plan to address existing hazardous/contaminated materials, if applicable 11. Soil erosion and sedimentation control plan (for both construction and occupancy) 12. Calculation of site and disturbed areas 13. Dewatering plan	1. Extent of construction area 2. Area traffic plan, if existing roads/walks are impacted 3. Site development phasing 4. Construction site access 5. Staging area 6. Construction signage 7. Site details, including landscape 8. Pipe sizes 9. Connection details 10. Copy of local government review comments on utilities and modifications in right(s)-of-way 11. Photometrics of proposed site lighting 12. Protection requirements for construction, plantings that remain
LANDSCAPING	1. Existing conditions 2. Landscaping concept 3. Existing irrigation	1. Planting plan 2. Irrigation plan	1. Existing tree protection 2. Soil preparation & planting specifications 3. Guying diagrams 4. Piping diagrams 5. Pipe sizes 6. Landscape and irrigation details and legends
STRUCTURAL	1. Structural scheme 2. Written description	1. Foundation plan 2. Typical floor framing plan 3. Framing plan(s) at unique features 4. Main member sizing 5. Structural sections	1. Definition of control joints 2. Beam, column & slab schedules 3. Mechanical and electrical concrete house keeping pads 4. Foundation details 5. Structural details 6. Structural notes 7. Calculations

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<i>BUILDING EXTERIOR ENVELOPE</i>	1. Typical elevations 2. Fenestration layout 3. Material designations 4. Overall building cross-sections 5. Roof layout 6. Energy code requirements	1. All building elevations w/dimensional heights 2. Typical wall sections 3. Parapet & coping details 4. Roof & drainage plan 5. Exterior door details 6. Typical window details 7. Details of unique features 8. Expansion joint locations 9. Large scale building cross-sections	1. Roof-mounted equipment 2. Roof details 3. Exterior details 4. Flashing details 5. Control joint definition & details
<i>BUILDING INTERIOR</i>	1. Typical floor plans (min 1/16" scale) w/ legends 2. Demolition 3. All room numbers 4. Area use identification & area in square ft. 5. Mechanical, electrical & other service closets & rooms 6. Circulation paths 7. Area tabulations compared to program requirements 8. Show flexibility for expansion & alterations 9. Preliminary layout of major spaces w/ fixed equipment	1. All floor plans (min 1/16" scale) 2. Enlarged plans at elevation changes (such as stairs) 3. Enlarged plans at toilet rooms 4. Reflected ceiling plans 5. Wall types, fire ratings, smoke control zones 6. Plan to address existing hazardous materials, if applicable 7. Fixed seating 8. Defined seating, serving, & kitchen facilities 9. Equipment & furniture layouts 10. Important interior elevations 11. Details of unique features 12. Details of fixed equipment 13. Preliminary finish schedule 14. Preliminary door schedule 15. Informational signage	1. Dimensioned floor plans 2. Enlarged plans 3. Partition details 4. Interior details 5. Interior elevations 6. Finish schedules 7. Door & hardware schedules 8. Room signage 9. Schedule of proposed movable equipment that is NOT indicated on documents (for reference) 10. Schedule of lab fixtures (turrets, etc.), if applicable
<i>ELEVATORS</i>	1. Elevator location(s) 2. Equipment room location(s)	1. Elevator shaft section 2. Equipment description	1. Dimensioned plans 2. Sections & details of hydraulic cylinder, if applicable 3. Description of shaft sump pit(s) 4. Elevator car & equipment support details 5. Description of controls & fixtures 6. Door & frame details 7. Interior details including lighting

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
HVAC	1. Identify all systems 2. One-line flow diagrams 3. Exterior equipment locations 4. Air intake & discharge locations 5. Mechanical legend 6. Special occupancy zones 7. Energy code requirements	1. Updated design criteria for each mechanical system (including room T&H specs, NC levels, etc) 2. One-line diagrams and other materials as required to describe the fundamental design concept for all mechanical systems 3. Indication of the amount of redundancy for all major pieces of mechanical equipment, e.g. "two pumps 100% capacity each" 4. Overall building air flow diagram indicating air handlers, exhaust fans, duct risers, and duct mains 5. Plans indicating shaft, chase, recess requirements 6. Duct layout for typical spaces 7. Equipment schedules (major equipment) 8. Equipment locations (with enlarged mechanical plan(s)) 9. Control diagrams (concept form) for all mechanical and plumbing systems 10. Description of major sequences of operation 11. Central automation operation 12. M/E smoke control scheme 13. Preliminary calculations	1. One line flow diagrams for all mechanical systems: chilled water, etc. 2. Floor plans with all components and required service access areas drawn to actual scale; and on the plans, indicate duct sizes and airflow quantities relative to each room, including CFM in and out of all doors. Indicate location of control panels. 3. Control valves and volume control boxes (note that each is to be identified by a unique number assigned by the engineer). Provide a schedule that indicates the control sequence that applies to each room (room #, room descriptor, control sequence #). 4. Detailed floor plans of mechanical rooms w/ all components and required service access areas drawn to actual scale 5. Cross-sections through mechanical rooms and areas where there are installation/coordination issues (tight space, zoning of utilities). Indicate required service access areas. 6. In common mechanical space, indication of space zoning by system 7. Connection to fire alarm & campus control systems 8. Equipment details, including structural support requirements 9. Penetration details 10. Installation details 11. Duct construction schedule (on the drawings), indicating materials and pressure class for each duct system

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
HVAC <i>(continue)</i>			12. Detailed controls drawings, including clear differentiation of trade responsibility for control, fire, and control power wiring 13. Detailed sequences of operation 14. Design calculations
PLUMBING & PIPING	1. Main water supply 2. Restroom location(s) 3. Plumbing legend	1. Updated design criteria for each plumbing system (including set points, water quality levels, etc.) 2. One-line diagrams, etc. that describe the fundamental design concept for all plumbing systems 3. Piping plans (domestic & process) with indication of required service access areas 4. Water header diagram 5. Central cooling water header diagram 6. Steam header diagram 7. Steam metering concept	1. Water riser diagram, including assumed fixture counts per floor connection 2. Waste and vent riser diagrams including assumed fixture counts per floor connection 3. Radiation riser diagram 4. Central cooling water riser diagram 5. Chilled water riser diagram 6. Riser diagrams of other plumbing systems, such as natural gas and pure water 7. Foundation drains 8. Pipe sizes 9. Typical plumbing details, including structural support requirements 10. Water heating piping detail 11. Coil piping detail 12. Convactor piping detail 13. Penetration details 14. Design calculations
FIRE PROTECTION <i>(MECHANICAL)</i>	1. Report documenting adequacy of utility 2. Connection to utility 3. Location of sprinkler valve 4. Sprinkler legend 5. Optional Fire Protection systems	1. Riser diagram 2. One-line layout 3. Fire pump sizing calculations	1. Fire protection service entrance details 2. Fire protection plans (including header and riser layout) with indication of any required service access areas 3. Pipe sizes 4. Typical sprinkler installation details, including structural support requirements 5. Penetration details 6. Design calculations

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<i>LIGHTING</i>		1. Typical lighting plans 2. Fixture/switching layout 3. Fixture types & schedule 4. General light fixture descriptions 5. Light level calculations 6. Energy code requirements	1. Lighting plans, including control devices, switching and circuiting 2. Control diagrams 3. Installation details, including structural support requirements 4. Design calculations 5. General notes on conduit and wire sizes for all lighting branch circuits.
<i>ELECTRIC POWER DISTRIBUTION</i>	1. One-line diagrams 2. Electric vault locations 3. Exterior equipment locations 4. Electric closet(s) location(s) 5. Electric legend	1. Normal power riser diagram with circuit breaker & fuse sizes 2. Emergency power riser diagram with circuit breaker & fuse sizes 3. Grounding riser diagrams 4. List of equipment on emergency power 5. Emergency generator layout 6. Equipment layout/sizes, w/receptacles 7. Panel locations/ schedules 8. Load estimates 9. Plan for temporary power during construction	1. Load summary 2. Panel schedules 3. Details of power service to building 4. Power plans, including power cable trays, electrical loads, special and duplex receptacles, and circuiting. 5. Plans and details of emergency power generation system and controls 6. Connections to other building systems, including fire alarm & HVAC systems 7. Details of special terminal devices 8. Conduit and wire sizes for services, feeders, and special branch circuits 9. General notes on conduit and wire sizes for 20 amp single phase branch circuits 10. Grounding details 11. MCC details 12. Penetration details 13. Design calculations

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
FIRE ALARM	1. Connection to Dept of Public Safety 2. Panel locations	1. Riser diagram 2. Fire alarm zones 3. Smoke zones 4. Device locations	1. Indication of connection to fire alarm, HVAC & central campus monitoring systems 2. Connection details
COMMUNICATIONS (INCLUDING VOICE, DATA, VIDEO & A/V SYSTEMS) <i>*in coordination with the Technology Consultant</i>	1. Building & local distribution 2. Frame closet locations & size 3. Cable tray locations	1. Riser diagrams 2. Voice/data utility outlet locations 3. Conduit and cable tray plans 4. Material cut-sheets 5. Description of audio/visual systems 6. Audio/visual equipment locations (indicate hangers, cabinets & connection boxes) 7. IT and low voltage system descriptions, apparatus and equipment locations, and specifications.	1. Communications plans that indicate the location of all voice, data & video outlets 2. Details of telecommunications service to building 3. Backboard layout & connection diagrams 4. Cable schedule 5. Connection details 6. Structural support requirements 7. Audio/visual equipment list 8. Audio/visual system riser diagram(s) 9. IT system plans, network and cabling plans, network electronics, voice-video-data drops, etc.
SECURITY SYSTEMS <i>*in coordination with the Technology Consultant</i>		1. General security / CCTV system description 2. General description of card access system 3. Security system riser diagrams 4. Security equipment locations 5. Card access equipment closet layout & elevations	1. Riser diagrams 2. Equipment closet layout & elevations 3. Concealed and exposed raceways 4. Installation details
OTHER GRAPHICS	1. Rendering(s), models, or other graphics as necessary to clearly present concept	1. Renderings and simulated fly-through of the PSB and one of the Fire Stations (#2 or #3) for public presentation.	
NOTES	1. All movable furnishings & artwork are considered to be independent of the Architectural design project 2. Submittal of documentation for DD & CD phases is to be preceded by response to review comments on previous phase of design work. 3. No individual volume of drawings is to exceed 25 lbs in weight. No individual specification book volume is to exceed three inches thick.		

*** ITEMS ARE REQUIRED IN ADDITION TO ITEMS IN PREVIOUS STAGES OF DESIGN (WHICH ARE TO BE FURTHER DEVELOPED DURING THE INDICATED PHASE).**

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HED | BRW ARCHITECTS



CITY OF NOVI CITY COUNCIL
OCTOBER 6, 2025

SUBJECT: Consideration of approval to engage Shockey Consulting to facilitate the Novi 2050 planning process for \$156,000 as recommended by the Long-Range Strategic Planning Committee.

SUBMITTING DEPARTMENT: City Manager's

KEY HIGHLIGHTS:

- Initial contract with another consultant concluded earlier this summer due to misalignment with project needs.
- Long-Range Strategic Planning Committee recommends moving forward with Shockey Consulting for \$146,000 (base), with estimated travel costs of \$10,000, for a total of \$156,000.
- Shockey brings extensive experience in strategic planning and strong alignment with Novi 2050's vision and engagement goals.

FINANCIAL IMPACT

	FY25/26	Total
EXPENDITURE REQUIRED	\$ 156,000	\$ 156,000
BUDGET		
1. Misc – special projects (101-101.00-963.005)	\$ 34,025	\$ 34,025
APPROPRIATION REQUIRED	\$ 121,975	\$ 121,975
FUND BALANCE IMPACT	\$ (121,975)	\$ (121,975)
Rollover budget from the original \$50,000 budgeted in FY 2025 is \$34,025. \$15,375 was expensed from the previous consultant.		

BACKGROUND INFORMATION:

The Long-Range Strategic Planning Committee has been evaluating options for external facilitation of the Novi 2050 planning process. The City initially entered into a contract with another consultant in Spring 2025; however, that engagement was concluded earlier this summer due to misalignment with project needs and expectations. Following further review and discussion, the Committee now recommends engaging Shockey Consulting to provide facilitation, guidance, and support in developing the community's long-range vision.

Shockey's proposal emphasizes a comprehensive engagement approach that includes:

- Establishing a Pulse Panel as a standing community sounding board for real-time feedback throughout the process.
- Maximizing staff involvement, treating employees as co-creators, and linking day-to-day experience to long-term visioning.
- Hosting community workshops, interactive online engagement, and structured input from boards, commissions, and stakeholders.
- Expanding on previous foresight work to help Council, staff, and the community examine emerging trends in housing, economy, mobility, and environment, among others.

RECOMMENDED ACTION: Approval to engage Shockey Consulting to facilitate the Novi 2050 planning process for \$156,000, as recommended by the Long-Range Strategic Planning Committee.



Shockey Pulse Panel for Novi 2050

A Pulse Panel serves as a standing community sounding board—our way of keeping a consistent “finger on the pulse” of Novi residents throughout the planning process. This panel is typically made up of a broad, representative group of community members who volunteer to participate. Anyone can join, with no maximum number of participants, ensuring we capture the widest possible range of perspectives.

Purpose

The Pulse Panel creates a reliable channel of real-time feedback on issues as they emerge. This helps the project team and City leaders understand what people are thinking and feeling—not just at formal meetings, but in their daily lives. It ensures that engagement remains ongoing, inclusive, and responsive to community voices.

How It Works

- **Recruitment:** Interested individuals complete a brief intake questionnaire covering interests, experiences, and demographics. This ensures the panel is diverse and allows us to tailor opportunities for deeper participation. Participants often include leaders of community institutions like nonprofits, major employers, school districts, homeowners associations, and more.
- **Participation Opportunities:** Panelists are invited to take part in quick polls, online discussion forums, conversation kits, and other feedback activities. All activities are optional—participants can engage as much or as little as their time allows.
- **Targeted Input:** Certain panelists may be invited to provide specialized input based on their expertise or experiences—for example, small business owners on economic growth strategies, or parents on youth-related initiatives.
- **Communication:** Panelists will receive regular updates, calls-to-action, and invitations to weigh in on key questions at each stage of the planning process.

Value to Novi

The Pulse Panel can complement more formal engagement activities by creating a continuous feedback loop. It gives the City a living dashboard of community sentiment, helping decision-makers quickly identify opportunities, concerns, and shifts in priorities. This approach builds transparency, keeps residents engaged over the long term, and ensures every voice helps shape Novi’s bold future



Maximizing Staff Time for Novi 2050

Purpose of Staff Engagement

The City of Novi's staff will play a critical role in shaping the strategic plan. Shockey's approach helps staff connect their day-to-day experience and unique expertise to the city's long-term vision. This ensures that the resulting plan is grounded in operational reality while also capturing innovative thinking that may not naturally surface from typical decision-making structures.

Leveraging Staff Expertise

Shockey recognizes that staff knowledge extends well beyond position descriptions. For example:

- A parks maintenance employee may identify patterns of community use that inform long-term capital investments.
- Administrative staff often have insight into resident frustrations and service delivery gaps.
- Staff from any department may have expertise from their work with local non-profits or community groups, as well as prior professional experience.

By engaging staff through the entirety of the process, we validate their expertise and uncover operational wisdom that enriches the planning process.

Benefits and Growth Opportunities for Staff

Participation in the strategic planning process is itself a professional development opportunity. Staff gain:

- Broader perspective: Understanding how their role contributes to citywide priorities.
- Skill development: Exposure to planning, facilitation, and problem-solving exercises they may not encounter in daily work.
- Ownership and motivation: When staff see their fingerprints in the final plan, it fosters buy-in and strengthens commitment to implementation.

Through Shockey's engagement approach, Novi's staff are not just consulted but empowered as co-creators of the city's future. This process both strengthens the strategic plan and develops internal capacity, leaving the organization better equipped to achieve its goals long after the plan is adopted.

Task	Format	Shockey Role	Deliverables	City of Novi Role	Long Range Plan Council Committee	Timeframe	Fee
Phase 1: Launch							
Project Management Team Meetings (2, virtual)	Virtual Meetings	Facilitate coordination meetings with City staff to confirm timelines, roles, and decision-making pathways.	Meeting agendas, notes, and updated project tracker	Attend coordination meetings and provide timely feedback.	Attend coordination meetings and provide timely feedback.	September - October	\$ 1,000
Project Management Plan	Shockey Work Product	Prepare a written plan defining scope, schedule, communications, and progress monitoring.	Project Management Plan document	Review drafts, provide comments.	Review drafts, provide comments, and approve final deliverables.	October	\$ 1,000
Branding Meeting (virtual) & Style Guide	City Work Product	Attend Branding Meeting with Novi City Staff (virtual)	Novi 2050 branding and style guide	Develop project brand identity (logo, colors, messaging) to unify materials and communications.	Review branding concepts and approve final style guide.	October	\$ 5,000
Staff Leadership Team Workshop #1	Launch Phase In-Person Visit #1	Gather community and organizational data available. Prepare and administer a pre-workshop questionnaire. Facilitate a workshop to capture issues, discuss previous trend work, staff leadership priorities and align staff perspectives.	Workshop summary highlighting staff assessment and identify future data needs.	Provide staff leadership participation, promote attendance, and assist with logistics.	Receive results of workshop in report	November	\$ 8,000
Long-Range Strategic Planning Committee Workshop #1		Convene and facilitate committee kickoff; establish charter and role in process. Develop stakeholder engagement approach and stakeholder groups to target for outreach. Discuss potential methods and engagement opportunities.	Agenda packet, committee charter and meeting summary	Identify stakeholder groups, outreach opportunities and review agenda materials.	Prepare to discuss potential stakeholder groups, outreach opportunities, participate actively, and come to consensus on path forward.	November	\$ 1,500
Governing Body Presentation #1		Provide briefing and orientation to Council, confirming alignment.	Council presentation slides and discussion summary	Provide time on Council agenda, review presentation, and offer feedback.	Lead council discussion at meeting.	November	\$ 1,000
Stakeholder Engagement Plan	Shockey Work Product	Design outreach strategy including tools like surveys, workshops, and pop-ups.	Written Engagement Plan with strategies and timeline	Promote engagement opportunities through City channels and encourage community participation.	Review and approve stakeholder engagement plan.	December	\$ 3,200
Task	Description	Shockey Role	Deliverables	City of Novi Role	Long Range Plan Council Committee	Timeframe	Fee
Phase 2: Discovery							
Project Management Team Meetings (2, virtual)	Virtual Meetings	Coordinate and monitor progress with staff.	Meeting summaries with next steps	Attend coordination meetings and provide timely feedback.	Attend coordination meetings and provide timely feedback.	January - February	\$ 1,000
Insight & Foresight Series Trends (For Focus Area Identification)	Shockey Work Product	Provide data-rich materials and facilitate discussion on demographics, housing, economy, mobility, and environment.	Insight & Foresight packets for Council, staff, and community	Provide input, review materials, and support outreach.	Read Insight & Foresight series trends in preparation for engagement.	January	\$ 9,000
Boards & Commission Member Questionnaire	Shockey Work Product	Administer online questionnaire to city boards/commission members to identify key issues.	Questionnaire summary report identifying issues	Provide input, review materials, and support participation.	Provide input, review materials, and support participation.	January	\$ 4,500
Begin Online Engagement	Shockey Work Product	Create project site with surveys, interactive maps, and updates.	Online engagement platform and participation report	Promote engagement opportunities through City channels and encourage community participation.	Promote engagement opportunities through personal channels and encourage community participation.	February	\$ 8,000
Community Workshop #1 -- Trends & Focus Area Identification	Discovery Phase In-Person Visit #2	Host workshop where residents react to trends, data, and foresight scenarios.	Workshop materials and public summary report	Provide staff and elected official participation, promote attendance, provide refreshments, and assist with logistics.	Participate in workshop & listen to community feedback.	February	\$ 9,000
Long-Range Strategic Planning Committee Workshop #2 - Identify Vision Theme		Facilitate committee meeting to review emerging themes.	Agenda Packet & Summary Notes	Staff Workshop	Prepare by reading agenda packet and actively participate in workshop.	February	\$ 1,500
Governing Body Presentation #2		Provide briefing to Council on discovery findings.	Council presentation	Provide time on Council agenda, review presentation, and offer feedback.	Attend presentation and provide comments.	February	\$ 1,000
Task	Description	Shockey Role	Deliverables	City of Novi Role	Long Range Plan Council Committee	Timeframe	Fee
Phase 3: Visioning & Goal Setting							
Project Management Team Meetings (2, virtual)	Virtual Meetings	Coordinate progress on engagement and vision development.	Summary	Attend coordination meetings and provide timely feedback.	Attend coordinating meetings and provide timely feedback	March - April	\$ 1,000
Continue Online Engagement	Shockey Work Product	Create project site with surveys, interactive maps, and updates.	Online engagement platform and participation report	Promote engagement opportunities through City channels and encourage community participation.	Promote engagement opportunities through personal channels and encourage community participation.	March - April	\$ 1,000
Prepare Materials for Community Outreach	Shockey Work Product	Develop toolkits, maps, and facilitation guides for staff/partners.	Engagement materials package	Promote engagement opportunities through City channels and encourage community participation.	Read through engagement materials	March	\$ 8,000

Train Local Community Engagers & Begin local community outreach	Vision & Goals Phase In-Person Visit #3	Train Novi-based ambassadors/city staff to conduct engagement and outreach tabling/pop ups at association meetings, major employers, activity centers and community events.	Training session, toolkit, and method to track and organize input.	Recruit participants for training and encourage ongoing outreach support. Participate in training.	Recruit participants for training and encourage ongoing outreach support. Participate in training.	April	\$ 8,000
Community Workshop #2 - Vision & Goals		Facilitate interactive workshop to define vision elements & goal areas.	Workshop agenda, materials, summary.	Provide staff and elected official participation, promote attendance, provide refreshments, and assist with logistics.	Promote attendance & participate in workshop	April	\$ 9,000
Long-Range Strategic Planning Committee Workshop #3 - Identify goals and strategies		Facilitate committee session to refine elements & goals.	Meeting report with refined goals	Appoint members, participate actively, and review materials.	Read agenda packet & actively participate in meeting	April	\$ 1,500
Staff Leadership Team Workshop #2		Facilitate workshop to link operational needs with vision.	Summary memo linking operations with vision	Provide staff and elected official participation, promote attendance, and assist with logistics.	Review summary meeting notes	April	\$ 8,000
Governing Body Presentation #3		Provide update to Council on draft vision & goals	Council presentation	Provide time on Council agenda, review presentation, and offer feedback.	Attend presentation and provide comments.	April	\$ 1,000
Task	Description	Shockey Role	Deliverables	City of Novi Role	Long Range Plan Council Committee	Timeframe	Fee
Phase 4: Scenarios & Strategies							
Project Management Team Meetings (2, virtual)	Virtual Meetings	Facilitate coordination during strategy development.	Meeting notes	Attend coordination meetings and provide timely feedback.	Attend coordination meetings and provide timely deliverables	May - June	\$ 2,000
Continue Online Engagement	Work product	Maintain online input collection and track trends.	Ongoing participation reports	Promote engagement opportunities through City channels and encourage community participation. Receive participation updates.	Promote engagement opportunities through City channels and encourage community participation. Receive participation updates.	May - June	\$ 1,000
Continue Community Outreach by Local Engagers	City	Obtain updates	interim engagement update	Engage community	Participate in engagement, listen & receive input	May - June	\$ -
Staff Leadership Team Workshop #3: Strategy Development	Strategies Phase In-Person Visit #3	Prepare agenda packets & facilitate workshop	Summary meeting memo	Provide staff and elected official participation, promote attendance, and assist with logistics.	Receive summary meeting & read notes	June	\$ 8,000
Community Workshop Scenario Planning & Resilient Strategies		Facilitate workshop testing scenarios and co-designing strategies.	Workshop materials and strategy recommendations report	Provide staff and elected official participation, promote attendance, and assist with logistics.	Encourage participation and attend workshop	June	\$ 9,000
Long-Range Strategic Planning Committee Workshop #4 - Refine goals and strategies		Facilitate committee meeting to refine strategies.	Committee meeting summary capturing input	Appoint members, participate actively, and review materials.	Read agenda packet & actively participate in workshop	June	\$ 1,500
Governing Body Presentation #4		Present strategies to Council for input.	Council presentation	Provide time on Council agenda, review presentation, and offer feedback.	Attend presentation & provide comments	June	\$ 1,000
Task	Description	Shockey Role	Deliverables	City of Novi Role	Long Range Plan Council Committee	Timeframe	Fee
Phase 5: Craft Plan							
Project Management Team Meetings (3, virtual)	Virtual Meetings	Facilitate coordination as plan is finalized.	Meeting notes	Attend coordination meetings and provide timely feedback.	Attend coordinating meeting & provide timely feedback	July - September	\$ 3,000
City Staff Leadership Workshop #4	Virtual Meetings	Facilitate workshop	Agenda packet and summary notes	Prepare by reviewing agenda packet and participate in workshop	Receive workshop summary notes	August	\$ 8,000
Continue Online Engagement	Shockey Work Product	Create project site with surveys, interactive maps, and updates.	Online engagement platform and participation report	Promote engagement opportunities through City channels and encourage community participation.	Promote & encourage community engagement; Receive and read previous updates	July - August	\$ 1,000
Draft Novi 2050 Document	Shockey Work Product	Prepare written draft, including visuals, goals, and strategies; allow one revision cycle.	Draft Novi 2050 Plan Document	Review drafts, provide comments, and provide a compiled set of revisions to Shockey.	Review drafts, provide comments, and approve final deliverables.	August	\$ 8,000
Long-Range Strategic Planning Committee Workshop #5 - Refine draft plan	Virtual Meetings	Facilitate meeting to confirm revisions.	Agenda, Draft Vision Plan, Revisions to Draft Vision Plan	Staff workshop	Read agenda packet to prepare and participate in workshop	August	\$ 1,500
Novi 2050 Plan Reveal	Craft Plan Phase In-Person Visit #4	Provide guidance and support in preparation of event materials and programming; Provide any necessary follow-up reporting/summary.	Vision Fest event and materials	Host celebratory community event with displays, video, and presentations. Staff and take feedback on draft plan reveal.	Recruite attendees, attend event & listen to feedback; read summary	September	\$ 3,500
Long-Range Strategic Planning Committee Workshop #6 - Revisions to Final Plan		Facilitate meeting to confirm revisions.	Committee meeting notes	Appoint members, participate actively, and review materials.	Provide final revisions to Draft Vision Plan based upon community feedback at Novi 2050 Plan Reveal	September	\$ 1,500
Governing Body Meeting #5		Provide as-needed guidance	Council presentation	Prepare presentation and present to governing body prior to adoption.	Prepare presentation and present to governing body prior to adoption.	September	\$ -

Final Vision Plan Document	Shockey Work Product	Produce final written plan.	Final Novi 2050 Vision Plan. Provide electronic copy to City of Novi.	Review drafts, provide comments, and approve final deliverables.	Receive final document & summary at council meeting	October	\$ 4,000
Final Vision Plan Companion Video	City Work Product	Provide input into video content	Final Novi 2050 Vision Plan and video	Review drafts, provide comments, and approve final deliverables.	Review drafts, provide comments, and approve final deliverables.	October	\$ 800
						TOTAL	\$ 146,000

Approach & Methodology

Shockey Consulting will guide Novi through a **10-month process** that combines strategic planning expertise with inclusive, high-impact community engagement. Our approach builds from a strong launch, moves through discovery and visioning, and culminates in a bold, actionable **Novi 2050 Plan**—supported by both a long-range vision and specific near-term priorities.

The process is structured in **five phases**, with clear deliverables at each stage. We align with the City’s schedule, so the plan is ready to inform **Council priority-setting in January** and provide a guiding “North Star” for years to come.

Phase One – Launch (*Months 1–2, \$31,700*)

We start by laying the groundwork for success:

- **Project Management Team Meetings** (virtual) to align expectations and timelines.
- **Project Management Plan** to define scope, schedule, and communication protocols.
- **Branding Meeting & Style Guide** to create a recognizable identity for Novi 2050.
- **Staff Leadership Team Workshop** to capture leadership insights.
- **Long-Range Strategic Planning Committee** kickoff to establish their role in shaping the process.
- **Community Workshop – Vision Launch** to energize residents and invite participation.
- **Stakeholder Engagement Plan** outlining outreach strategies and target audiences.

Phase Two – Discovery (*Months 2–3, \$24,000*)

We engage residents, leadership, and the Committee in understanding Novi’s present and future context:

- **Insight & Foresight Series** exploring trends in five focus areas.
- Committee review of emerging themes.

- **Community Workshop – Trends** to share findings and gather perspectives.
- **Governing Body Presentation** to keep leadership aligned.

Phase Three – Visioning (*Months 2–5, \$40,000*)

We turn data and insights into a shared vision and measurable goals:

- **Materials for Participatory Engagement** so staff and partners can extend outreach.
- **Community Workshop – Goals** to refine aspirations.
- **Online Engagement** platform for ongoing input.
- **Staff Leadership Team Workshop** to integrate operational perspectives.
- **Vision Summit** to present and validate the draft vision.
- **Governing Body Presentation** to keep decision-makers informed.

Phase Four – Scenarios & Strategies (*Months 6–7, \$13,500*)

We explore pathways to achieve the vision:

- **Scenario Planning Workshop** to test strategic options.
- Continued **Committee guidance** and **online engagement**.

Phase Five – Craft Plan (*Months 8–10, \$29,000*)

We finalize the vision and ensure it's ready for adoption and implementation:

- **Draft Vision Document** with one revision cycle.
- **Vision Fest – Plan Reveal** to celebrate community contributions.
- **Final Vision Plan Document** and **Video Plan of Novi 2050** to communicate widely.
- **Governing Body Meeting** for review and approval.

Engagement Philosophy & Menu of Options

Our engagement approach reflects the **IAP2 Public Participation Spectrum**—from informing to involving and collaborating. We blend techniques to reach diverse audiences, from digital storytelling and online surveys to pop-up events and participatory mapping.

Novi can scale engagement beyond the base scope by selecting add-ons from our **Engagement Menu** (Appendix). This flexibility ensures you get the right depth and breadth of community input within your budget.

The **base project fee is \$146,200**, which includes training local “engagers” to extend our reach. Additional in-person engagement can be added from the menu between Months 3–10 to deepen community participation.

With this process, Novi will have a **north star vision** anchored in community values, backed by actionable strategies, and ready to guide decisions through 2050.

NOVI MICHIGAN 2050 PLAN	BASE COST ESTIMATE	TIMELINE
Phase One - Launch		MONTHS
Project Management Team Meetings (2) - virtual	\$1,000	1
Project Management Plan	\$1,000	1
Branding Meeting (virtual) & Style Guide	\$5,000	1
Staff Leadership Team Workshop	\$8,000	2
Long-Range Strategic Planning Committee	\$2,500	2
Community Workshop - Vision Launch	\$11,000	2
Stakeholder Engagement Plan	\$3,200	2
Phase One - Launch Total	\$31,700	1 - 2
Phase Two - Discovery		
Project Management Team Meetings (2) - virtual	\$1,000	2 - 3
Insight & Foresight Series - Trends - 5 Focus Areas Materials	\$9,000	2 - 3
Long-Range Strategic Planning Committee	\$2,500	3
Community Workshop - Trends	\$9,000	3
Governing Body Presentation	\$2,500	3
Phase Two - Discovery Total	\$24,000	2 - 3
Phase Three - Visioning		
Project Management Team Meetings (2) - virtual	\$1,000	4 - 5
Prepare Materials for Participatory Engagement (for use by Consultant and/or Staff)	\$8,000	2 - 3
Long-Range Strategic Planning Committee	\$2,500	4
Community Workshop - Goals	\$9,000	4
Online Engagement - establish site and post materials	\$9,000	3 - 5
Staff Leadership Team Workshop	\$8,000	5
Governing Body Presentation	\$2,500	5
Phase Three - Visioning Total	\$40,000	2 - 5
Phase Four - Scenarios & Strategies		
Project Management Team Meetings (2) - virtual	\$2,000	6 - 7
Continue Online Engagement	\$0	6 - 7
Long-Range Strategic Planning Committee	\$2,500	7
Community Workshop - Scenario Planning & Resilient Strategies	\$9,000	7
Phase Four - Scenarios & Strategies Total	\$13,500	6 - 7
Phase Five - Craft Plan		

Project Management Team Meetings (3) - virtual	\$3,000	8 -10
Draft Vision Document (one draft & one set of revisions)	\$8,000	9
Long-Range Strategic Planning Committee	\$2,500	9
Vision Fest - Plan Reveal	\$9,000	9
Governing Body Meeting	\$2,500	9
Final Vision Plan Document	\$4,000	10
Phase Five - Craft Plan Total	\$29,000	8 -10
BASE PROJECT TOTAL	\$138,200	10 months
TRAIN ENGAGERS LOCALLY	\$8,000	4
SUBTOTAL	\$146,200	
ADD IN-PERSON ENGAGEMENT YOU WOULD LIKE CONSULTANT TO PERFORM FROM ENGAGEMENT MENU	\$ -	3 - 10
TOTAL FEE	\$ 146,200.00	10 months

IAP2 SPECTRUM OVERVIEW: The IAP2 Public Participation Spectrum is a framework that outlines different levels of public participation, ranging from minimal to maximum involvement of the community in decision-making processes. The spectrum includes five levels: Inform, Consult, Involve, Collaborate, and Empower. Each level represents a distinct approach to public participation, characterized by varying degrees of public involvement, the role of the public, and the promise made to them.							
IAP2 INFORM DEFINITION: Inform is the most basic level, where the primary goal is to provide the public with balanced and objective information to help them understand the issues, alternatives, and potential solutions. The public's role is passive, as they receive information but are not invited to contribute to the decision-making process. The promise to the public is to keep them informed.							
APPROACH LANGUAGE: Recruit, Educate & Inform At Shockey Consulting, we know that successful community engagement starts with clear and accessible information. Our approach begins at the "Inform" level of the IAP2 Public Participation Spectrum, using a strategic mix of marketing techniques to educate the community about the project's goals, benefits, and potential impacts. We deliver this information through a variety of channels—empowering residents with the knowledge they need to confidently engage in the public participation process. Our goal is to build trust and understanding from the outset, creating a solid foundation for deeper and more meaningful involvement as the project progresses.							
To reach and engage a diverse cross-section of the community, including traditionally underserved populations, we use branded marketing materials and tailored outreach strategies. Our visually compelling materials reflect							
PHASE	Task	Description	Objective	Scope of Work & Steps	Our Approach	Price Per Item	Per Item Description
RECRUIT & EDUCATE	Create Basic Project Printed Pieces	Informational materials such as fact sheets, posters, brochures, and display boards to communicate key project information.	To educate and inform the community about project details and ways to get involved.	Develop content, design materials, print, distribute at events, and make available at public locations.	Distribute at public meetings, community events, and high-traffic locations. Consider multiple languages for wider reach. Ensure consistency in messaging across all materials.	\$6,000	Per Piece Designed
RECRUIT & EDUCATE	Create and Place Yard Signs with QR Codes for input	Highly visible signs placed in strategic locations to promote project awareness and engagement opportunities.	To increase project visibility and direct the community to engagement opportunities.	Design signs, produce materials, identify strategic locations, install signs, and monitor effectiveness.	Check local regulations for sign placement. Use QR codes for additional information. Ideal for high-traffic areas. Regularly monitor and replace damaged signs.	\$6,000	Per Sign Design
RECRUIT & EDUCATE	Create and Distribute Newsletters/E-newsletters	Regular publications sent via email or print to keep stakeholders informed about project developments, including updates, events, and engagement opportunities.	To provide ongoing communication and updates, keeping stakeholders engaged and informed.	Develop content, design template, compile distribution list, distribute newsletters regularly, and track engagement metrics.	Ensure newsletters are visually appealing, concise, and include clear calls to action. Track open rates and adjust content based on feedback. Create translations for non-English speakers.	\$5,000	Per Issue
RECRUIT & EDUCATE	Prepare and Distribute Direct Mail Campaign	Sending informational materials via mail to targeted community members to ensure they are informed about the project.	To provide direct communication to households, ensuring everyone has access to information.	Develop content, design materials, compile mailing list, send mail, and track responses.	Use direct mail for hard-to-reach groups or areas with low digital engagement. Include a call to action such as attending an event or visiting the website.	\$6,000	Per Mail Piece Designed (does not include mailing cost)
RECRUIT & EDUCATE	Design and Place Advertisements	Advertisements in local media, online, or community spaces to promote project awareness and engagement opportunities.	To reach a broad audience and increase awareness of the project.	Develop ad content, design visuals, select media channels, place ads, and track engagement metrics.	Tailor ads to specific media channels and audience demographics. Use clear calls to action and consider digital ads for broader reach.	\$6,000	Per Ad
RECRUIT & EDUCATE	Design and Post Messages on Community Bulletin Boards	Posting project-related messages on bulletin boards in public spaces and on government TV channels.	To inform and engage community members through accessible and visible communication channels.	Develop message content, design visuals, identify bulletin boards, post messages, and update regularly.	Post in high-traffic areas such as libraries and community centers. Keep messages concise and updated. Include links or QR codes for additional information.	\$2,000	Per Message
RECRUIT & EDUCATE	Prepare and Issue Press Releases	Official statements provided to media outlets to announce major project milestones, events, or decisions.	To communicate important updates and ensure accurate information reaches the public.	Develop press release content, distribute to media contacts, and monitor media coverage.	Tailor content to highlight newsworthy aspects. Maintain a media contact list and follow up with outlets. Track coverage and impact.	\$2,000	Per Press Release
RECRUIT & EDUCATE	Produce Public Service Announcements (PSAs)	Short, informative messages broadcast on television, radio, or online to inform the public about important project developments or events.	To provide important information to a wide audience quickly and effectively.	Develop PSA script, record and edit PSA, distribute to media channels, and track outreach effectiveness.	Use clear and concise messaging. Tailor PSAs to different media formats. Regularly update to reflect current project needs.	\$4,000	Per PSA
RECRUIT & EDUCATE	Develop Social Media Posts to Inform About Project and engagement opportunities	A coordinated effort to use social media platforms to share information and encourage participation.	To educate about project and encourage participation.	Create a content calendar, design posts for client to post.	Tailor content for each platform. Monitor and adapt based on analytics.	\$9,000	Per Campaign
RECRUIT & EDUCATE	Develop Website Content for Existing Site	Creating and updating content for a pre-existing website to ensure it reflects current project information and engagement opportunities.	To keep the public informed and engaged through up-to-date online information.	Assess current content, develop updates, upload new content, and maintain regular updates.	Ensure content is aligned with the project's messaging. Regularly review for accuracy and relevance. Include interactive elements where possible.	\$6,000	Per Update
RECRUIT & EDUCATE	Design Website and Create Content	A dedicated online platform that serves as the central hub for project information, updates, and engagement opportunities.	To provide accessible, up-to-date information and facilitate online engagement.	Develop site structure, create and upload content, ensure mobile compatibility, and conduct usability testing.	Regularly update content. Ensure accessibility standards are met. Include interactive elements like surveys or feedback forms to engage users.	\$12,000	Per 6 Website Pages
RECRUIT & EDUCATE	Produce and Post Videos	Creating videos to provide a more engaging and accessible way to communicate project information and updates.	To visually communicate key messages and increase engagement through dynamic content.	Develop video script, shoot and edit video, upload and promote on various platforms.	Use professional quality visuals. Include captions for accessibility. Use storytelling to engage the audience. Regularly update video content based on project progress.	\$12,000	Per Video
RECRUIT & EDUCATE	Produce Podcast Episode	Audio series providing in-depth information on the project, featuring interviews, discussions, and updates.	To reach a broad audience and provide detailed project information in an easily accessible format.	Develop episode content, record and edit podcast, distribute on podcast platforms, and promote episodes.	Ensure audio quality is high. Use engaging storytelling techniques. Include interviews with stakeholders. Promote on multiple channels to increase reach.	\$8,000	Per Episode

IAP2 CONSULT DEFINITION: Consult involves gathering public feedback on analysis, alternatives, and decisions. The public is asked for their input, and their feedback is considered in the decision-making process. However, decision-makers still retain ultimate control over the outcomes. The promise here is to listen to and acknowledge the public's concerns and aspirations and to provide feedback on how their input influenced the decision.

APPROACH LANGUAGE: At Shockey Consulting, we understand that authentic public engagement goes beyond simply gathering feedback—it's about building a genuine connection with the community and ensuring their voices are heard and valued in the decision-making process. We excel in the "Consult" level of the IAP2 Public Participation Spectrum, where our role is to actively seek community input, listen deeply, and thoughtfully integrate their perspectives into project outcomes. Our approach includes a variety of tailored methods, to capture diverse viewpoints. We also create interactive opportunities like to reach people where they are and engage them in meaningful dialogue. Through these methods, we ensure that the feedback we receive is not only comprehensive but also representative of the community's true concerns and aspirations.

We know that effective consultation requires both strategy and trust. That's why we use clear communication, visually engaging materials, and innovative tools to make the consultation process accessible and welcoming for

PHASE	Task	Description	Objective	Scope of Work & Steps	Our Approach	Price Per Item	Per Item Description
ENGAGE	Make Elected Officials Briefing	Meetings with elected officials to provide them with project updates, gather their input, and answer their questions.	To ensure elected officials are well-informed and can represent their constituents effectively.	Develop briefing materials, schedule meetings, present project updates, document input, and follow up on questions or concerns.	Tailor briefing materials to each official's interests or concerns. Schedule at times convenient for officials. Keep meetings concise and focused.	\$2,500	Per Briefing
ENGAGE	Conduct Stakeholder Interviews	One-on-one or small group interviews with key stakeholders to gather in-depth insights and understand their specific concerns and ideas. Stakeholder interviews target key individuals with specific interests or influence. Stakeholder interviews aim to gather detailed insights from influential stakeholder. Stakeholder interviews are often confidential to encourage openness.	To gather detailed insights from key community members or stakeholders on specific project issues.	Identify stakeholders, develop interview guide, schedule and conduct interviews, analyze responses, and integrate into project planning.	Select a diverse range of stakeholders. Use open-ended questions to encourage detailed responses. Keep interviews confidential to ensure honest feedback.	\$8,000	Per Session
ENGAGE	Conduct Focus Groups	Facilitated small group discussions to explore community perspectives, ideas, and concerns in-depth on specific topics related to the project. Focus groups include a broader range of community members. Focus groups explore community views in a group setting to understand broader public sentiment. Focus groups are public and interactive.	To gain detailed insights and understand diverse community viewpoints on specific topics.	Identify participants, develop discussion guide, facilitate session, record and analyze discussions, and report outcomes.	Select a diverse group of participants to ensure a range of perspectives. Use skilled facilitators to guide discussions and manage group dynamics.	\$8,000	Per Session
ENGAGE	Develop and use an Interested Parties Questionnaire (Stakeholder Survey)	Surveys targeted at key stakeholders to gather their specific input and concerns on project-related issues.	To gather targeted feedback from stakeholders who have a particular interest in the project.	Develop survey, distribute to stakeholders, collect responses, analyze feedback, and integrate into project planning.	Ensure the survey is relevant to stakeholders' interests. Follow up with non-respondents to encourage participation. Share results with stakeholders and the broader community.	\$6,000	Per Survey
ENGAGE	Develop and Administer Online Questionnaires (not statistically valid)	Surveys designed to gather community input on specific issues without needing to be statistically representative.	To gather preliminary or exploratory feedback on community opinions and preferences.	Develop questionnaire, distribute via digital platforms, collect responses, and analyze data for trends.	Use clear, unbiased language. Provide context for questions to avoid confusion. Offer incentives for participation if response rates are low.	\$8,000	Per Questionnaire
ENGAGE	Develop and Administer Online Surveys (statistically valid)	Structured surveys designed to gather representative data on community opinions and preferences.	To collect statistically valid data on community opinions that can be used for informed decision-making.	Design survey with input from statisticians, distribute to a representative sample, collect responses, and analyze data.	Ensure the sample is representative of the community. Use a mix of closed and open-ended questions. Monitor response rates and adjust sampling if necessary.	\$19,000	Per Survey
ENGAGE	Collect Crowd-Sourced Data	Using online platforms or mobile apps to gather data and insights directly from community members about specific issues or topics.	To involve the community in data collection and gather diverse perspectives on local issues.	Develop data collection platform, promote participation, analyze data collected, and report findings to the community.	Ensure data collection methods are user-friendly and accessible. Provide clear instructions and examples. Regularly update participants on how their data is being used.	\$8,000	Per Project
ENGAGE	Develop and Manage Online Feedback Forums	Digital platforms where community members can discuss project-related issues, ask questions, and provide feedback.	To provide an ongoing platform for community discussion and engagement on project topics.	Set up and moderate forums, promote participation, monitor discussions, and summarize key findings for project teams.	Ensure forums are moderated to prevent misinformation or inappropriate content. Regularly update topics to keep discussions relevant. Respond to questions in a timely manner.	\$8,000	(Per Forum Set Up) * (# of Months)

ENGAGE	Intercept Surveys	Short surveys conducted in person at strategic locations to gather immediate feedback from community members.	To capture real-time community input and feedback in public spaces where people naturally gather.	Develop survey questions (up to 10 questions). Identify and secure locations for survey administration (up to 5 locations). Train staff or volunteers on survey administration. Conduct surveys over 3-5 sessions, 2-3 hours each. Compile and analyze results.	Conduct intercept surveys to engage community members in places they naturally gather, ensuring we capture diverse perspectives in real-time. Our team is trained to approach people in a friendly and respectful manner, asking targeted questions that elicit valuable insights without disrupting their day. By meeting people where they are—whether at community events, transit hubs, or popular public spaces—we gather authentic feedback that helps shape project outcomes and ensures that all voices are heard in the decision-making process.	\$8,000	Per Survey Design (includes training, administration, and data analysis for each session)
ENGAGE	Organize Pop-up Engagements	Temporary setups in public spaces to engage passersby in conversations about the project, providing information and gathering feedback in an informal setting.	To reach a diverse audience in a low-pressure environment and gather spontaneous feedback.	Identify high-traffic locations, develop materials, set up and staff pop-ups, engage with the public, and document feedback.	Choose locations with high visibility and foot traffic. Use interactive and engaging displays to attract attention. Provide follow-up opportunities for those interested in more information.	\$4,800	Per Event
ENGAGE	Pop-up at Community Events to Engage	Temporary setups at existing community events to share information and gather feedback from attendees in an informal setting.	To reach a broad audience by engaging with community members at events they already attend.	Identify key events, develop materials, set up and staff booths, engage with attendees, and document feedback.	Choose events with high attendance and diverse participants. Use interactive activities to attract and engage people. Provide information on how to get involved further.	\$4,800	Per Event
ENGAGE	Conduct Mobile Outreach or Canvassing	Engaging the community through direct outreach in public spaces or door-to-door to share information and gather input on project issues and opportunities.	To reach a broad audience, including those who may not attend formal meetings, and gather their input.	Develop outreach plan, train canvassers, create materials, conduct outreach, and document feedback collected.	Use culturally relevant messaging and materials. Be respectful of personal space and time when conducting outreach. Utilize multilingual canvassers if needed.	\$8,000	(Per Day)* (# of Days)
ENGAGE	Design and Place Engagement Boxes or Sidewalk Stickers	Physical boxes or sidewalk stickers with QR Codes where community members can submit ideas, concerns, or feedback anonymously.	To provide a convenient and anonymous way for the community to share their thoughts and concerns.	Develop feedback prompts, place boxes in accessible locations, collect and analyze suggestions regularly, and share findings.	Place in high-traffic, accessible areas. Regularly empty and review contents. Offer online engagement boxes as an alternative for those unable to visit physical locations.	\$6,000	Per Box Design
ENGAGE	Create Engagement Stations/Interactive Exhibits or Kiosks	Interactive displays or kiosks in public spaces that provide project information and gather community feedback through interactive elements.	To engage the community in public spaces and gather feedback in an interactive, engaging way.	Design interactive exhibits, identify strategic locations, install and monitor usage, and collect feedback for analysis.	Ensure the station is accessible to all community members. Regularly update content to keep it relevant. Monitor and maintain the physical setup for durability and usability.	\$6,000	Per Design
ENGAGE	Create Conversation Kits	Toolkits that provide materials and guidance for community members to host their own discussions on project topics and report back their insights.	To enable community-led discussions and gather feedback from a wider audience.	Develop conversation topics, create kits, distribute to community hosts, collect feedback from hosts, and analyze inputs.	Include clear instructions and diverse perspectives in the kits. Provide support for hosts if they have questions. Follow up with hosts to ensure feedback is returned.	\$6,000	Per Kit Designed
ENGAGE	Develop Road Show Presentation to Groups	Traveling presentations or displays that bring project information and engagement opportunities to various community locations.	To reach different segments of the community and provide information and engagement opportunities in accessible locations.	Develop materials, schedule locations and dates, promote events, conduct road shows, and collect feedback.	Select locations with high visibility and foot traffic. Tailor presentations to each community. Use portable and durable materials for easy transport and setup.	\$4,000	Per Basic Presentation Prepared
ENGAGE	Hold a Community Open House	Informal public events where community members can drop in, learn about the project, ask questions, and provide feedback.	To provide a flexible, informal setting for community members to engage with the project team.	Select accessible venue, develop informational displays, invite project team members, promote event, and gather feedback.	Use interactive displays to engage participants. Provide refreshments and seating to encourage longer stays. Offer multiple time slots to accommodate different schedules.	\$12,000	Per Open House
ENGAGE	Hold a Public Hearing	Formal meetings where the public can provide official testimony on specific project issues, typically as part of a regulatory or decision-making process.	To gather formal input from the community as part of the decision-making process.	Develop hearing agenda, publicize hearing, facilitate testimony, document input, and report findings to decision-makers.	Ensure the hearing is accessible and well-publicized. Use clear procedures for testimony. Provide multiple ways to submit input for those unable to attend in person.	\$14,000	Per Hearing

IAP2 INVOLVE DEFINITION: Involve increases the level of public participation by working directly with the public throughout the process to ensure that their concerns and aspirations are consistently understood and considered. The public plays a more active role in shaping the project or decision, and the promise is to work with them to ensure their concerns are directly reflected in the alternatives developed. APPROACH LANGUAGE: At Shockey Consulting, we believe that involving the community in decision-making is key to building solutions that truly reflect their needs and values. Our expertise in the "Involve" level of the IAP2 Public Participation Spectrum focuses on creating collaborative opportunities for the public to actively participate throughout the process. We design and facilitate planning process that bring community members and interested parties together to explore options, address concerns, and develop solutions collectively. Whether it's through hands-on activities, interactive discussions, or virtual meetings, we ensure that community members are not only heard but are integral to shaping project outcomes. Our goal is to create an inclusive environment where every voice matters and where the community's insights are embedded in the project's development from start to finish. We recognize that genuine involvement requires more than just inviting people to the table—it's about giving them the tools to contribute meaningfully. That's why we use a range of engaging techniques to foster deeper dialogue and shared decision-making. We make it a priority to remove barriers to participation by hosting events in accessible locations, providing multilingual resources, and partnering with local leaders to build trust and encourage diverse participation. By involving the community at every step, we ensure that the project not only addresses their needs but also earns their support and commitment, creating outcomes that are sustainable and embraced by all.							
PHASE	Task	Description	Objective	Scope of Work - Steps	Our Approach	Price Per Item	Per Item Description
ENGAGE	Conduct Elected Official Workshop	Workshops specifically designed for elected officials to discuss project aspects, enhance their understanding, and gather their input.	To ensure elected officials are well-informed and can effectively support and communicate the project.	Develop agenda, invite officials, prepare presentations, facilitate discussions, and document feedback.	Tailor content to the specific concerns and needs of elected officials. Provide follow-up materials and a summary of key discussion points.	\$8,300	Per Workshop
ENGAGE	Develop and Manage Social Media Campaign to Engage	Interactive campaigns on social media that encourage community participation and engagement through themed questions, challenges or competitions.	To increase online engagement and reach a broader audience. Challenges and competitions can make this fun and more interactive.	Design challenge themes, create promotional content, launch on social media, monitor participation, and award prizes or recognition.	Tailor challenges to community interests. Promote on multiple platforms with links to engagement platform to reach diverse audiences. Monitor and respond to participation promptly to maintain engagement.	\$6,000	Per Campaign
ENGAGE	Conduct Listening Sessions	Informal meetings where staff listen to community members' concerns and ideas, building trust and gathering input.	To create an open platform for community members to voice their opinions and build relationships.	Schedule sessions at convenient times, promote through various channels, prepare staff to listen and document feedback, and follow up on concerns raised.	Select accessible locations and times. Ensure all voices are heard and recorded. Provide summaries of sessions to participants.	\$7,000	Per Session
ENGAGE	Develop Digital Storytelling In-Person Engagement Project	Workshops where community members create digital stories about their experiences and perspectives related to the project.	To capture diverse community narratives and provide a platform for personal expression.	Organize workshops, provide training on digital storytelling tools, support participants in story creation, and share stories through digital channels.	Provide a safe and inclusive space for participants. Offer technical support and resources. Obtain consent for sharing stories publicly.	\$9,000	Per Project Design
ENGAGE	Develop Digital Storytelling Online Engagement Project (Photovoice)	Online platform where community members use photos to express their views on project-related issues, accompanied by short narratives.	To gather visual and narrative input from the community on key project themes or issues.	Develop online platform, provide guidelines for submissions, promote participation, curate and share submissions, and analyze themes and insights.	Ensure the platform is user-friendly and accessible. Provide clear instructions for submissions. Respect participants' privacy and obtain consent for sharing submissions.	\$8,000	Per Project Design
ENGAGE	Establish & Facilitate Advisory Committees	Regular meetings with advisory groups composed of community members or stakeholders to provide ongoing input and guidance on the project.	To ensure continuous community input and oversight throughout the project.	Establish committee structure, schedule regular meetings, develop agendas, facilitate discussions, and document and act on recommendations.	Ensure diverse representation in committee membership. Provide regular updates on how recommendations are being implemented.	\$9,000	Per Committee
ENGAGE	Facilitate Community Participatory Workshops	Workshops where community members actively engage in discussions and activities to explore project issues and develop solutions or recommendations.	To ensure active community participation in exploring and addressing project challenges.	Develop workshop agenda, invite participants, organize activities, facilitate discussions, and document outcomes.	Use a variety of activities to engage different learning styles. Provide opportunities for small group discussions. Summarize and share workshop outcomes with participants.	\$9,000	Per Workshop
ENGAGE	Conduct Participatory/Interactive Mapping Session	Sessions where community members can provide input directly on maps, identifying areas of concern or opportunity in relation to the project.	To visualize community input spatially and identify specific areas of interest or concern.	Develop interactive maps, invite participants, facilitate mapping sessions, document inputs, and integrate findings into planning.	Use large, easy-to-read maps. Provide instructions on how to contribute. Ensure all voices are heard and recorded, especially in group settings.	\$9,000	Per Session
ENGAGE	Develop and Facilitate Deliberative Polling Session (in person)	Structured sessions where a representative sample of community members discusses issues in depth before providing their input or vote.	To gather informed community opinions on complex issues after providing participants with background information.	Select representative participants, develop briefing materials, facilitate sessions, collect and analyze inputs, and report findings.	Provide balanced information on the topic to avoid bias. Use skilled facilitators to manage discussions. Allow enough time for participants to fully understand the issues.	\$9,000	Per Session
ENGAGE	Manage Art Installations Engagement	Using public art installations to engage the community in conversations about the project, often featuring interactive or participatory elements.	To use art as a medium to engage and inspire community input and reflection on project themes.	Develop art concept, identify artist(s), select installation sites, promote engagement, document community reactions, and integrate feedback into the project.	Choose locations with high visibility and foot traffic. Use art that resonates with the community. Provide opportunities for community interaction with the installation.	\$13,000	Per Installation
ENGAGE	Manage Community Art Projects	Collaborating with community members to create art that reflects their views and aspirations for the project, creating lasting symbols of community involvement.	To engage the community in expressing their perspectives through collaborative art projects.	Develop project concept, recruit participants, facilitate art creation, display completed projects, and document community impact.	Select accessible and meaningful art themes. Provide necessary materials and guidance for participants. Highlight the completed projects in prominent locations.	\$9,000	Per Project

IAP2 DEFINITION COLLABORATE: Collaborate takes public participation further by partnering with the public in each aspect of the decision, including the development of alternatives and the identification of preferred solutions. The public's role is a partnership, and their input is sought actively throughout the process. The promise is to look to the public for advice and innovation and to incorporate their recommendations into the decisions to the maximum extent possible.

APPROACH LANGUAGE: At Shockey Consulting, we know that true collaboration means working side-by-side with the community to co-create solutions that reflect a shared vision for the future. Our expertise in the "Collaborate" level of the IAP2 Public Participation Spectrum is rooted in building strong, productive partnerships with community members and stakeholders throughout the entire process. We believe that the best outcomes come from harnessing collective wisdom, which is why we engage in co-design, establish recommendations, and facilitate to bring diverse voices together in a spirit of cooperation. Through these collaborative efforts, we ensure that the community is not just providing input, but actively shaping the project, developing alternatives, and making critical decisions together with us.

Collaboration at Shockey means more than just working together—it means building a sense of shared ownership and commitment to the project's success. We utilize a variety of innovative methods to create a platform where community members, government officials, and other stakeholders can come together as equal partners. We strive to create an environment of trust and transparency, where all participants feel valued and empowered to contribute their expertise and perspectives. By collaborating deeply and authentically, we build robust solutions that not only meet the needs of the community but are supported and sustained by those who helped create them.

PHASE	Task	Description	Objective	Scope of Work - Steps	Our Approach	Price Per Item	Per Item Description
ENGAGE	Partner with Trusted Leaders	Engaging community leaders to foster relationships and build trust, helping to reach and involve underrepresented or harder-to-reach groups in the community.	To leverage community leaders' influence and trust to engage diverse community members effectively.	Identify and engage leaders, build relationships, co-design engagement strategies, support leaders in outreach efforts, and document impact.	Choose leaders who are trusted and respected in their communities. Provide them with support and resources to effectively engage their networks. Recognize their contributions.	\$4,000	Per Session
ENGAGE	Hire & Manage Community Engagement Ambassadors	Recruiting and managing community members who serve as ambassadors to engage their peers, gather input, and increase participation in the project.	To build trust and engagement within the community through peer-to-peer outreach.	Develop ambassador program, recruit and train ambassadors, provide ongoing support, monitor activities, and document impacts.	Select ambassadors who are trusted within their communities. Provide training on key project issues and effective engagement techniques. Recognize and reward their contributions.	\$7,000	Per Session & Recruit & Pay 8 Engagement Ambassadors
ENGAGE	Facilitate Citizen Committee	Establishing and guiding a diverse committee of community representatives to provide strategic oversight and input throughout the project.	To ensure the project is guided by community values and priorities.	Recruit committee members, develop committee charter, organize meetings, facilitate discussions, and report recommendations to project teams.	Select members who represent the community's diversity. Provide clear roles and responsibilities. Regularly update the community on committee activities and recommendations.	\$8,000	Per Committee Meeting



CITY OF NOVI CITY COUNCIL
OCTOBER 6, 2025

SUBJECT: Consideration of approval to award the contract to People Driven Technology for Meadowbrook Commons security camera additions of \$32,866.

SUBMITTING DEPARTMENT: Parks, Recreation and Cultural Services
Integrated Solutions – Technology Division

KEY HIGHLIGHTS:

- City staff have been working with KMG Prestige (Meadowbrook Commons management firm) on plans to increase security camera coverage of entryways and parking lots.
- The recent town hall at Meadowbrook Commons included input from the residents that confirmed their desire for more security cameras.
- The technology package consists of (12) cameras, a server, a battery backup (UPS), software, installation, and maintenance. Solution provided by the City's current camera vendor and wiring companies.

FINANCIAL IMPACT

	FY 25/26	TOTAL
EXPENDITURE REQUIRED	\$ 32,866	\$ 32,866
BUDGET 1. Security Cameras (574-000.00-976.246)	\$ 32,900	\$ 32,900
APPROPRIATION REQUIRED	\$ 0	\$ 0
FUND BALANCE IMPACT	\$ 0	\$ 0

BACKGROUND INFORMATION:

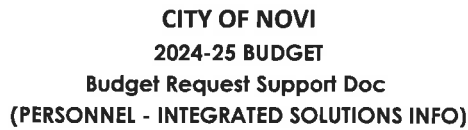
Meadowbrook Commons is accounted for in the City's Senior Housing Fund (an Enterprise Fund). The City has contracted with KMG Prestige, the management company, since 2006. KMG provides overall management of the property, leasing, marketing, maintenance, and daily operations. KMG staff collaborates with PRCS/OAS staff on capital improvement projects, programming, and services at the facility, as well as on resident issues.

PRCS/OAS and Technology staff have been working with KMG to develop a plan to add additional security cameras for entryways and parking lots.

On September 8, 2025, a town hall meeting was held for Meadowbrook Commons Residents. The purpose of the meeting was to provide residents with an open forum to share their experiences, identify areas that are working well, and suggest areas for improvement. Residents expressed a desire for additional security cameras to be installed at Meadowbrook Commons for enhanced safety.

The recommended solution will match and integrate with the City's current video security system. The advantage of this approach is to provide the City of Novi Public Safety Team access to the video feeds should they be required in an emergency situation.

RECOMMENDED ACTION: Consideration of approval to award the contract to People Driven Technology for Meadowbrook Commons security camera additions in the amount of \$32,866, and amend the budget.



574.00 SENIOR HOUSING FUND

Completed by (Integrated Solutions Department) 9/9/25
Date

Approved by (Integrated Solutions Director) 9/9/25
Date

Date _____

The purpose of this form and the above information is to provide estimated total costs of a position's initial setup during the budget process and should be submitted as support documentation to a budget request. This form does NOT represent approval to hire. A position requires formal approval from both the City Manager's Office and Human Resources before beginning the hiring process.

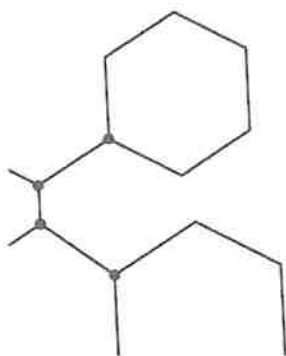


City of Novi

Milestone Licensing / Server Setup

Quote # 022008 v1

September 09, 2025





616-264-6700
orders@peopledriven.com

6300 Venture Hills Blvd SW
Byron Center, MI 49315

Milestone Licensing / Server Setup

Prepared by:

West Michigan

Jim Rhodes
248-709-2959
rhodesj@peopledriven.com
Chris O'Keefe
okeefec@peopledriven.com

Prepared for:

City of Novi

Patrick Oleszkowicz
poleszkowicz@cityofnovi.org

Quote Information:

Quote #: 022008

Version: 1
Delivery Date: 09/09/2025
Expiration Date: 10/09/2025

Software

Line	Qty	Part Number	Description	Price	Extended Price
1	1	XPPPLUSBL	XProtect Professional+ Base License (BL)	\$432.30	\$432.30
2	12	XPPPLUSDL	XProtect Professional+ Device License (DL)	\$146.02	\$1,752.24
3	12	Y5XPPPLUSDL	5 Years Care Plus for XProtect Professional+ DL	\$88.28	\$1,059.36
				Subtotal:	\$3,243.90

Professional Services

Line	Qty	Part Number	Description	Price	Extended Price
4	1	PS-PhySec-FF	People Driven Physical Security Fixed Fee Services	\$4,230.00	\$4,230.00
				Subtotal:	\$4,230.00



616-264-6700
orders@peopledriven.com

6300 Venture Hills Blvd SW
Byron Center, MI 49315

Milestone Licensing / Server Setup

Ship To:

City of Novi

45175 Ten Mile Road
invoices@cityofnovi.org
Novi, MI 48375
Patrick Oleszkowicz
(248) 735-5605 Ext. 0000
poleszkowicz@cityofnovi.org

Bill To:

City of Novi

45175 Ten Mile Road
invoices@cityofnovi.org
Novi, MI 48375
Patrick Oleszkowicz
(248) 735-5605 Ext. 0000
poleszkowicz@cityofnovi.org

Quote Information:

Quote #: 022008

Version: 1
Delivery Date: 09/09/2025
Expiration Date: 10/09/2025

Quote Summary

Description	Amount
Software	\$3,243.90
Professional Services	\$4,230.00

Total: \$7,473.90

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

People Driven Technology

City of Novi

Signature: _____

Name: Jim Rhodes

Title: Account Executive

Date: 09/09/2025

Signature: _____

Name: _____

Date: _____



P ACCEPTANCE OF THE PRICE QUOTE IS MADE ONLY UPON THESE TERMS AND CONDITIONS

1. **AGREEMENT:** PEOPLE DRIVEN TECHNOLOGY, INC. ("PEOPLE DRIVEN") DOES NOT ACCEPT AND EXPRESSLY OBJECTS TO ANY TERMS AND CONDITIONS OR OTHER WRITING ON ANY PURCHASE ORDER, STATEMENT OF WORK, OR ACKNOWLEDGEMENT WHICH IS DIFFERENT FROM OR ADDITIONAL TO THOSE TERMS AND CONDITIONS CONTAINED HEREIN, EXPRESSLY INCLUDING, WITHOUT LIMITATION, ANY EFFORT TO NEGATE THE TERMS AND CONDITIONS SET FORTH HEREIN. NO MODIFICATION OR WAIVER OF THESE TERMS WILL BE EFFECTIVE AGAINST PEOPLE DRIVEN UNLESS SPECIFIED IN WRITING AND SIGNED BY PEOPLE DRIVEN. THE RECEIPT OF THE QUOTE OR PAYMENT FOR THE PRODUCTS AND/OR SERVICES PROVIDED THEREUNDER SHALL CONSTITUTE CUSTOMER'S ACCEPTANCE OF THE TERMS HEREOF.
2. **PRICING:** Prices for any Products and/or Services are valid for 30 days therefrom unless otherwise stated. Customer is responsible for (i) all applicable federal, state or local sales, use or other taxes (except taxes on People Driven Technology, Inc.'s net income), (ii) shipping or packing charges, (iii) insurance, and (iv) any other expenses associated with the sale and transportation, or storage of the Products or tariffs and any similar charges imposed upon or in connection with the Products and/or Services. The parties agree that all charges included in the price of the Products and/or Services set forth in the Price Quote are based upon detailed specifications supplied by Customer and any deviation requested by the Customer from such specifications may result in additional charges. All prices quoted shall be exclusive of sales tax or other applicable taxes, tariffs, duties or charges which are payable by Customer. Any tax, tariff, duty or charge which People Driven may be required to pay or collect, now or hereafter imposed by any governmental authority or agency, foreign or domestic, with respect to the sale, purchase, production, processing, storage, delivery, transportation, use, or consumption of any of the Products and/or Services covered hereby, including all taxes upon or measured by receipts from sales or services, shall be for the account of Customer, and any such charges may be added by People Driven as a separate item to People Driven's invoices.
3. **PAYMENT:** Unless otherwise specified in the Price Quote, payment for Products and/or Services is due net 30 days from the date of invoice. All invoice totals will reflect a 3% discount for payment by readily available cash that would not be applied for credit card payments. Credit card payments are not accepted for payments over \$5,000.
4. **DELIVERY:** Unless otherwise agreed in writing, the Products shall be shipped and delivered F.O.B. Customer's ship to location set forth in the Price Quote. Unless Customer instructs People Driven to use a particular carrier on customer's order letter, the Products shall be shipped via a common carrier chosen by People Driven.
5. **SHORTAGE: CLAIMS AND INSPECTION:** Customer shall have the right to inspect the Products and/or Services within 48 hours of receipt. Any shortages or other claims in connection with an order must be made in writing and delivered to People Driven within such 48-hour period or shall be waived.
6. **RETURNS:** Customer acknowledges that People Driven shall have no obligation to accept returns of any Products ordered by and sold to Customer. People Driven at its sole discretion, may authorize the return of unused Products. Such returns cannot be made without a return authorization in writing issued by People Driven.
7. **TITLE AND RISK OF LOSS:** Unless otherwise specified in the Price Quote, title and risk of loss shall pass to Customer at the time the Products are tendered by each carrier at Customer's facilities, and any loss or damage thereafter shall not relieve Customer from any obligation hereunder. People Driven reserves, and Customer hereby grants to People Driven, a purchase money security interest in the Products, and all proceeds from the sale thereof, until full payment is received for all amounts due and payable by Customer.
8. **WARRANTIES AND REMEDIES:**

Product Warranty: People Driven does not warrant any Product. All Products are provided to Customer by People Driven "AS IS." People Driven will, to the extent allowable, pass through any warranties and indemnifications provided by the manufacturer of the Product. Customer, recognizing that People Driven is not the manufacturer of any Product, expressly waives any claim that Customer may have against People Driven based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right (each a "Claim") with respect to any Product and also waives any right to indemnification from People Driven against any such Claim made against Customer by another. Customer acknowledges that no employee of People Driven or any other party is authorized to make any representation or warranty on behalf of People Driven that is not expressly set forth in this Agreement.

Service Warranty: People Driven represents, warrants and covenants that (i) People Driven shall perform all Services, if any, in accordance with the material specifications set forth in the quote and (ii) the functions and features of the Services and related deliverables shall operate in the manner described in the applicable quote for ninety (90) days from the completion thereof. Notwithstanding anything contained herein to the contrary, to the extent a manufacturer requires Products to be installed by People Driven or such manufacturer in order for a warranty to be valid, neither People Driven nor the product manufacturer shall provide a warranty for any Products which are not installed, as applicable, by People Driven or the product manufacturer. EXCEPT AS SET FORTH HEREIN, PEOPLE DRIVEN MAKES NO OTHER WARRANTIES, WRITTEN OR ORAL. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY SPECIFICALLY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.
9. **EXPORT RESTRICTIONS:** Products may be subject to export or resale restriction or regulation, and Customer acknowledges that it will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law (including, without limitation, that products are lead-free or RoHS compliant) is as provided to People Driven by its suppliers, and People Driven does not warrant its accuracy and will not be liable for any error with regard to same.



P ACCEPTANCE OF THE PRICE QUOTE IS MADE ONLY UPON THESE TERMS AND CONDITIONS

10. ORDER CANCELLATION: Product cancellation and/or return is subject to manufacturer restrictions. People Driven will abide by its suppliers' current restrictions for all cancellation and return requests up to and including a No Cancellation or Return policy.
11. SPECIAL NOTICE: Please note that VMware pricing, part numbers, and quote expiration dates may be subject to change at any time as a result of the Broadcom acquisition.
12. Bill and Hold Arrangement. From time to time, People Driven, at the request of Customer (email communication being sufficient), maybe asked to hold certain Products, with the acceptance that Customer shall be immediately billed for the Products ("Bill and Hold Products"). The following provisions shall apply to the Bill and Hold Products:
 - i. Delivery. The shipment of the Bill and Hold Products to Customer shall take place Ex Works (Incoterms 2020®) People Driven's facility. The Bill and Hold Products shall be deemed delivered upon notice that the Bill and Hold Products are made available to Customer and ready to be placed in use ("Delivery"). Upon notice and Delivery, Customer shall be deemed to have accepted such Delivery. Bill and Hold Products shall be held at People Driven's facility (the "Facility") for no more than 180 days following Delivery (the "Bill and Hold Period"). In the event that for any reason any applicable Bill and Hold Products should remain at the Facility at the conclusion of the Bill and Hold Period, Customer acknowledges and agrees that People Driven shall be entitled to invoice Customer for reasonable storage charges for the applicable Bill and Hold Products until they are no longer held at the Facility, and Customer agrees to pay all such invoices promptly.
 - ii. Shortage, Claims, and Inspection. The Bill and Hold Products shall be considered received upon their arrival at Customer's "ship to" location ("Receipt"). Customer shall have the right to inspect the Bill and Hold Products within 48 hours of receipt. Any claims for shortages or other claims in connection with the Bill and Hold Products must be made in writing and delivered to People Driven within such 48-hour period, or such claims shall be deemed waived.
 - iii. Title and Risk of Loss. Title and risk of loss of the Bill and Hold Products, as well as any additional liabilities due to events occurring after the time of Delivery, shall pass to the Customer upon Delivery, and any loss or damage thereafter shall be Customer's sole obligation.
 - iv. Customer agrees that: (i) Customer has made a fixed commitment to purchase such Bill and Hold Products; (ii) the Bill and Hold Products shall be purchased on the Delivery basis for legitimate business purposes; (iii) Customer shall identify a fixed delivery date for the Bill and Hold Products; and (iv) Customer agrees to be invoiced and to pay such invoice in accordance with the payment terms set forth in this Agreement.

APC by Schneider Electric Smart-UPS SMC1500C 1500VA Desktop UPS

MFG # SMC1500C CDW # 4894870



~~\$699.00~~ **Save \$334.23**

\$564.77 ▼

OMNIA Mesa 2024056-01 - GOV

Lease Pricing Available ⓘ

Reviews ★★★★★ (13)

1 ▲▼ **Availability: 83 units In Stock**
Get it **Thu, Sep 04** if ordered within 2 hrs 45
Est. delivery date for **48375**

Add to Cart

☐ Add to Compare ☐ Save



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Mar. 22, 2025**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name:	R760 Novi	Sales Rep	Kierra Paul
Quote No.	3000186126986.1	Phone	1(800) 456-3355, 6186274
Total	\$11,704.65	Email	Kierra.Paul@Dell.com
Customer #	10439212	Billing To	ACCTS PAYABLE CITY OF NOVI 45175 WEST 10 MILE RD NOVI, MI 48375-3024
Quoted On	Feb. 20, 2025		
Expires by	Mar. 22, 2025		
Contract Name	State of Michigan MiDeals Agreement		
Contract Code	C000000009850		
Customer Agreement #	071B6600111		
Solution ID	20046573.1		
Deal ID	28928427		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

ITEM		AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL	
	<u>Hanwha Vision XNP-6040HW - network surveillance camera</u> MFG Part: XNP-6040HW CDW Part: 8123773 UNSPSC:	7-9+ Days Expected in-stock date for this item is between 7-9 days. Item will ship once it is in stock.	\$837.89 \$779.23 ▼ OMNIA Mesa 2024056-01 - GOV	4 ▲▼	\$3,116.92	
	<u>Hanwha Vision Wisenet P PNM-C7083RVD - network surveillance camera</u> MFG Part: PNM-C7083RVD CDW Part: 7374660 UNSPSC:	In Stock Orders placed today ship the next business day by a CDW partner.	\$1,221.93 \$1,136.39 ▼ OMNIA Mesa 2024056-01 - GOV	2 ▲▼	\$2,272.78	
	<u>Hanwha Vision SBP-301HM5 - camera hanging mount</u> MFG Part: SBP-301HM5 CDW Part: 6110898 UNSPSC:	1-3+ Days Expected in-stock date for this item is between 1-3 days. Item will ship once it is in stock.	\$38.89 \$36.16 ▼ OMNIA Mesa 2024056-01 - GOV	4 ▲▼	\$144.64	
	<u>Hanwha Vision SBP-300WM1 - wall mount bracket</u> MFG Part: SBP-300WM1 CDW Part: 3088166 UNSPSC:	In Stock Orders placed today ship the next business day by a CDW partner.	\$59.84 \$55.65 ▼ OMNIA Mesa 2024056-01 - GOV	6 ▲▼	\$333.90	
	<u>Hanwha Vision Cap Adapter for PNM-C7083RVD Outdoor Dome Camera - White</u> MFG Part: SBP-215HMW CDW Part: 7078119 UNSPSC:	In Stock Orders placed today ship the next business day by a CDW partner.	\$31.91 \$29.67 ▼ OMNIA Mesa 2024056-01 - GOV	2 ▲▼	\$59.34	

09930

R Petty



SERVICES FOR: BOSCO FIELD
 47481 W 11 MILE RD.
 NOVI, MI 48374

24453 GRAND RIVER AVE.
 DETROIT, MI 48219
 PH-877-933-9473
 FAX-313-221-9177

BILL TO: CITY OF NOVI
 45175 W 10 MILE RD.
 NOVI, MI 48375

INVOICE**2024-024173**

Customer P/O #:

Project #:

Amount Due: \$2,450.00

PAYMENT TERMS: Due upon Receipt

Completion Date: 10-May-24

Invoice Date: 10-May-24

PARTS AND MATERIALS

ITEM	QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
CABLING & CAMERA INSTALLATION BUILDING 1					
.....	1	ea.	CAT. 6 CABLE		
.....	6	ea.	CAT. 6 JACKS		
.....	6	ea.	1 PORT SURFACE BOX		
.....	6	ea.	3' PATCH CABLES		
.....	6	ea.	5' PATCH CABLES		
.....	1	ea.	CONSUMABLES (Support Hardware, etc.)		
.....	1	ea.	TOTAL PARTS	\$600.00	\$600.00

Total Parts and Materials:

\$600.00

LABOR

Tax:

\$0.00

MANPOWER	HRS/LOCS	TASK DESCRIPTION	RATE / HR	AMOUNT
2 TECHS	1.00	TOTAL LABOR	\$0.00	\$1,850.00
		* INSTALL (6) CAT. 6 CABLE RUNS FROM IDF TO DESIGNATED CAMERA LOCATIONS ...		
		* INSTALL (1) SECURITY CAMERA FOR EACH OF THE (6) LOCATIONS.		
		* ADJUST TO CUSTOMER SPECIFICATIONS		
		* RELOCATE (1) EXISTING DATA LOCATION		
NOTE: INSTALLATION OF CONDUIT AS NEEDED				
.....	1	TRIP CHARGE:	\$50.00	\$50.00

Total Labor:

\$1,850.00

Project Total:

\$2,450.00

Partial Payment:

\$0.00

Project Balance:

\$2,450.00

Worldview Technologies greatly appreciates your business!

09930

Pat 0

SERVICES FOR: CITY OF NOVI - PD
 45175 WEST TEN MILE RD.
 NOVI, MI 48375



PO BOX 3711
 SOUTHFIELD, MI 48037
 PH-313-258-1605
 FAX-313-221-9177

BILL TO: CITY OF NOVI
 45175 WEST TEN MILE RD.
 NOVI, MI 48375

INVOICE**2024-024280**

Customer P/O #: 0
 Project #:
 Amount Due: \$3,850.00

PAYMENT TERMS: NET 14
Completion Date: 11/7/2024
Invoice Date: 11/7/2024

PARTS AND MATERIALS

ITEM	QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
			OUTDOOR CAMERA REPLACEMENT PD (6) CAMERAS		
*****	1	ea.	45' ARTICULATING BOOM LIFT "Includes Delivery & Pick-up"	\$1,695.00	\$1,695.00
*****	1	ea.	CONSUMABLES (Support Hardware, Sealant, etc)	\$105.00	\$105.00

Total Parts and Materials: **\$1,800.00**

LABOR

Tax: **\$0.00**

# OF TECHS	HRS/LOCS	TASK DESCRIPTION	RATE/HOUR	AMOUNT
(2) TECHS	1.0	TOTAL LABOR		\$2,000.00
		* REMOVE & REPLACEMENT OF (6) OUTDOOR CAMERAS...		
*****	1	NOTE: TRIP CHARGE:	\$50.00	\$50.00

Total Labor: **\$2,050.00**

Tax: **\$0.00**

Project Total: \$3,850.00

Worldview Technologies greatly appreciates your business!

**REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, SEPTEMBER 22, 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 *(absent/excused)*

ALSO PRESENT: Victor Cardenas, City Manager
Tom Schultz, City Attorney

APPROVAL OF AGENDA:

CM 25-09-119 Moved by Casey, seconded by Smith; MOTION CARRIED: 6-0

To approve the agenda as presented.

Roll call vote on CM 25-09-119	Yeas: Casey, Gurumurthy, Heintz, Smith, Staudt, and Fischer Nays: None Absent: Thomas
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PRESENTATIONS: None

PUBLIC HEARINGS: None

CITY MANAGER REPORT: None

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

Gary Zack, 359 South Lake Dr., said he lives in the north end where there has been some ordinance enforcement going on. He said he had been written up for the fascia of his home, the board just below the top of the roof. He said he agrees it hasn't been stained in about 5 years, and he has not gotten to it recently, but he stained the whole front of the house last year, except the top piece because it takes a very big ladder. He said he got a notice saying he has to have it done in 30 days. He said that they have an all-wood house, not vinyl or fiber cement. He said he is a senior citizen, on a fixed income and prides himself on maintaining his own house. He said now he has this write up, and it feels a bit like nitpicking. He said the side of his house is in pretty good shape. He said an old wood house is kind of like a battleship or the mackinaw bridge. He said at any given time it is going to have some places where it needs a bit of paint. He said as a homeowner, he would like to prioritize the needs that he thinks are the most crucial period he said he had a rotted windowsill that the enforcement officers didn't see that he would like to fix. He said the fascia was not his biggest concern, but they gave him only 30 days to do it. He said the work he has done was not easy for a 72-year-old period he said what really bothers him is he has looked at the mess of an entrance to his neighborhood not for 30 days but 30 years plus. He said there are probably several ordinance violations there. He

said he's a little concerned that the long arm of the ordinance enforcement division is a little limited in its reach. He said he doesn't think that the source of blight in the neighborhood is his home. He referred to pavilion shores park and said if you look at the bottom of the columns, the stain is all worn off much more than it was on the top of his fascia. He said it needs to be redone. He said the city should be setting an example when they do this. He said he doesn't want to hear in 20 years that that building needs to be torn down because the beams have been rotted out. He said the island entrance to South Lake Dr. is also shabby looking. He said his house doesn't look bad compared to that. He said he has notified the City, and they can get in touch. He said there are a lot of things that need to be done on the north end, a lot of concerns such as truck traffic, speeding, passing, and aggressive driving. He said typically what they get are a lot of excuses instead of solutions for these things.

CONSENT AGENDA REMOVALS AND APPROVALS:

CM 25-09-120 Moved by Casey, seconded by Gurumurthy; MOTION CARRIED: 6-0

To approve the Consent Agenda as presented.

- A. Approve Minutes of:
 September 8, 2025 - Regular Meeting
- B. Approval of a Storm Drainage Facility Maintenance Easement Agreement for Avalon Pointe Office Center located on the south side of Eleven Mile Road west of Meadowbrook Road (parcel 50-22-23-229-024).
- C. Approval of a warranty deed to dedicate 35 feet of half-width right-of-way along the south side of Eleven Mile Road and acceptance of a sidewalk easement from Eleven Mile Avalon Association as part of Avalon Pointe Office Center (parcel 50- 22-23-229-024).
- D. Approval of a Sidewalk Easement for Goddard School on Cabot Drive located on the south side of Thirteen Mile Road west of Cabot Drive (parcel 50-22-12-200-050).
- E. Acceptance of a water main easement from the property owner of 22530 Napier Road (parcel 50-22-30-300-023) for construction of the Southwest Water Main Loop, in the amount of \$6,414.58.
- F. Enter Executive Session immediately following the regular meeting of September 22, 2025, in the Council Annex for the purpose of discussing union negotiations.
- G. Approval of claims and warrants – Warrant 1188

Roll call vote on CM 25-09-120

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

Absent: Thomas

MATTERS FOR COUNCIL ACTION:

1. **Consideration of approval of the final payment to Ajax Paving Industries, Inc. for the 2023 Capital Preventative Maintenance Program, in the amount of \$131,556.79, plus interest earned on retainage.**

CM 25-09-121 Moved by Smith, seconded by Casey: MOTION CARRIED: 6-0

Approval of the final payment to Ajax Paving Industries, Inc. for the 2023 Capital Preventative Maintenance Program, in the amount of \$131,556.79, plus interest earned on retainage.

**Roll call vote on CM 25-09-121 Yeas: Heintz, Smith, Staudt, Fischer, Casey, Gurumurthy
Nays: None
Absent: Thomas**

2. **Consideration of approval of resolution to authorize Budget Amendment #2026-1.**

City Manager Cardenas said these were all the capital items that were not completed in the prior fiscal year but finished in this fiscal year. He said these were any kind of rolling capital like the receiving of vehicles and other big-ticket items that needed to get done in the end of summer, beginning of fall.

CM 25-09-122 Moved by Casey, seconded by Gurmurthy: MOTION CARRIED 6-0

Approval of resolution to authorize Budget Amendment #2026-1.

**Roll call vote on CM 25-09-122 Yeas: Smith, Staudt, Fischer, Casey, Gurumurthy, Heintz
Nays: None
Absent: Thomas**

3. **Consideration of a Preliminary Site Plan request for Twelve Mile Townes with a PD2 option, a Special Land Use permit, Wetland Permit, and Storm Water Management plan.**

City Manager Cardenas said they are looking at 125 town homes, which is a reduction from the 174 previously approved for The Griffin. He said it is 16.37 acres northeast of 12 oaks mall. He said he believes all the units will have a 2-car-garage and building design will be similar to those constructed on Main Street, east of Novi Rd.

Matt Delapp, General Manager at Singh Development, said they are seeking approval for the Twelve Mile Town projects. He said the project is located on the south side of 12

Mile Road between Novi and Meadowbrook. He said they are proposing 125 town home units. He said the property is zoned regional commercial, RC, but they are using the PD2 overlay for this application. He said amenities within the community include sidewalks, including a sidewalk that connects down to the 12 Oaks Mall area, community sidewalks, and pocket parks with public seating and landscaping. He said the facades are materially similar to the town homes being constructed at Main Street. He said they are composed of high-quality building materials such as fiber, cement siding, manufactured stone, brick and metal roofs. He said they will all include a two-car garage, will start at three bedrooms, two and a half bathrooms with options to increase the square footage ranging from 2,000 to 2,500 sq ft. He said in addition to the Planning Commission's recommendation for approval, they have all of the core staff department's recommendations for approval as well. He thanked the Council for their time and consideration on the project.

Councilmember Gurumurthy said her understanding is that this was approved in 2022, and then it was extended through March 2025, and now there is a new plan. She asked what the reasoning was that nothing for the project was started based on the original plan. Mr. Delapp said the climate from 2020 onwards was very volatile. He said the market conditions changed substantially from the time the project was conceptualized to the time when they were able to actually start building it. He said mainly construction materials substantially increased as well as lending costs. He said they didn't believe it was economical for them to start that project and be able to get the rents that they thought were necessary in the area for a successful multi-family rental project. Member Gurumurthy said she does see that it's changed now. She said the best part of this plan is that the density has been reduced from 174 to 125. She asked if everything went well when they planned to start the project. Mr. Delapp said they would like to start development potentially as early as next year. He said it is a project they would like to get moving on quickly. He said obviously things have changed, so he can't guarantee that timeline. He said they do feel the market is right to start this project soon. Member Gurumurthy said she understands that the project didn't start because of inflation and the economy. She said one thing she noted was that the plan is all third-floor bedrooms, and that the Council always looks for first floor living. She asked if there was a plan to incorporate first-floor living. Mr. Delapp said not with those plans. He said they agree that it is a big need, particularly in the City of Novi. He said with that property, because it is zoned RC and they are using the PD2 option, which allows for standalone multifamily, it is difficult to comply with those standards and get a wide enough footprint to build single family master plans in an efficient manner. He said they didn't feel that it was right for that property, but they do agree and acknowledge that there is a need for that, and they are incorporating that into other products they have within the city. Member Gurumurthy said her request would be that they look into this plan and see if they can accommodate, because it is a location that people would look to essentially downsize at. She said she is sure it would reduce the density but absolutely look for at least a few units to have first floor living. She said she also saw that there is no woodland impact and very minimal wetland impact, and said that is a good sign. She said the one thing that stood out from the Planning Commission discussion very much was safety. She said to help her understand, every house has garages and then two vehicles can park on the

driveway, but there is no parking on the streets because of the fire lane. She said that means they have to go off street, where there are four to five parking spots on the north and south or east and west sides. She said when someone has an event, they are going to have more people come to their houses. She said she would request to look for more parking for the off-street areas that can be used in terms of anything the residents want to do. Mr. Delapp said they understand and acknowledge getting that feedback from the Planning Commission. He said they understand the concern completely and are trying to look at the ordinance and see how the site plan compares to that. He said the reason they didn't add any additional parking between now and then is they have more than exceeded the parking ordinance requirements. He said they are required to provide 2 1/2 spaces per unit, which is 313 spaces, and they have provided 510, so they are at 163% of the required parking. He said while they acknowledge the potential concern for people having large parties and that sort of thing, they don't know where the standard is that they are being held to. He said they felt that they had more than met the ordinance and could look to add a few spaces here and there he said they don't know if that would be sufficient, because they've already exceeded the ordinance by so much. He asked Member Gurumurthy how many more spaces they should be looking to add and if they'd be able to get potential deviations to fit those spaces closer to some of the buildings than they would be allowed to otherwise. Member Gurumurthy said that this is something she would recommend working with the City team as they are the experts. She said she would ask to work with the chain and see where and how they can possibly change or balance the parking spaces so that they have more in the off-street parking. Member Gurumurthy said she would like to see where they are planning to put the pocket parks in terms of the open spaces and asked if they have a layout. Mr. Delapp provided a layout and said the green highlighted areas are the pocket parks and the squares cut out are for seating areas. He said there is one on the western side of the street as well as another large one. Member Gurumurthy said the last comment she had was in regard to sidewalks. She said she said there was a sidewalk on the east side that goes to the mall, but not one of the west sides going to the mall and asked if there was a reason. Mr. Delapp said there is a crosswalk, so it would be redundant arguably to have sidewalks on both sides of the street. He said there is also no sidewalk once they get to the mall, so there is nothing to connect to. He said they thought that one would be sufficient if there was existing sidewalk around the mall drive. He said maybe it would have made sense to have it on two sides, but they felt that they met the intent of what staff wanted them to incorporate by including the one path with the crosswalk.

Member Smith said there was a lot about this that he likes. He said it is less dense, has minimal impact on wetlands, and zero impact to protected trees. He said there is a request for a conservation easement on the remaining wetlands, which he hopes can be worked out. He said one thing to think about isn't first floor living space, but a no stair living space. He said, if it is a possibility, to add elevators to some of the units so that people can get to their living area from the garage, that would be great. Mr. Delapp said he thinks that's a good solution to building accessible plans on a small footprint. Member Smith said he'd like to see some solar panels on the roof. He said Consumers Energy are working on pilot programs for shared in ground heat exchangers for heat pumps as well. He said he would like to see some really innovative ways to save energy

in the new buildings as they will be there for 30-50 years at the least. He said to plan for the future.

Mayor Pro Tem Casey asked City Attorney Schultz after going through the Planning Commission and coming to City Council for special land use, if this item will come back in front of the Council. She asked who has the final site plan approval. City Attorney Schultz said the Council would approve the special land use and the site plan at the meeting. He said the item has been to the Planning Commission, and the public hearing has been held. He said after this, any site plan will be administrative. He said this is the Council's opportunity to review the plan and give their determination. Mayor Pro Tem Casey said she compared this plan to The Griffin, and what struck her initially was a reference to a ZBA setback that she doesn't feel they heard about with The Griffin. She asked Lindsay Bell, Senior Planner, to give a bit of background as to why they are talking about this now versus before and what the real impact is to the development. Ms. Bell said The Griffin Plan was mostly apartment units, four to five story buildings and were set back further. She said that complied with the deed restriction and the ZBA condition imposed. She said when Waltonwood phase 2 was being added, that's when they went to seek that variance for a deficiency of 14 feet in the building setback. She said she wasn't sure why at that time, but the ZBA imposed a condition in granting the variance for the extra setback on the adjacent property. Mayor Pro Tem Casey said she doesn't think they've ever seen anything like this in front of the Council where the ZBA has put that type of requirement on a future development per se. She said she recognizes that it is the same landowner in the entire case, but it feels odd. She said she understands the expectation to be that the applicant would go back to the ZBA and hopefully the ZBA is willing to grant that variance. She said if not, the applicant has to make the changes to meet the variance and then they see it again. She asked if that was how this would work. Ms. Bell said that was her understanding. City Attorney Schultz said that would be the idea. He said either the applicant complies with the ZBA determination, whatever it is, or theoretically could always challenge it. Mayor Pro Tem Casey asked if the 40-foot setback for the closest buildings is for both sets of buildings, both the east and west side. Ms. Bell provided guidance via the projector and plan map referencing the 6 of 10 buildings affected. Mayor Pro Tem Casey asked what kind of screening is being Provided between Waltonwood and those specific units in particular. Ms. Bell said the Waltonwood side has an existing berm and some quite mature Evergreen trees. She said there is a whole line of them along there and that they would remain. She said she believes there to be three additional rows of pretty dense plantings as well between the sidewalk and their property line. Mayor Pro Tem Casey said in terms of building height comparisons Waltonwood is a 2-story, and now they are talking about a 3-story building behind them where there are senior resident apartments. She asked if the floors would be fairly parallel as far as second floor to 2nd floor or what the comparison is with the changes of the grade. Ms. Bell said it does go up on this building probably about 9 or 10 feet, so the new units are going to start at a level that is 9 to 10 feet higher than the ones at Waltonwood. She said they are going to have some downward angle views out of the newer buildings versus straight across. Mayor Pro Tem Casey said that the applicant has heard from a few other Councilmembers regarding first floor living. She said that it is an absolute need in this city and asks for understanding that maybe the designs are not appropriate, because

they're trying to put garages in and that bedrooms and kitchens will not be on the same level. She said this is really a gap in the city and hopefully they will continue to start to see more opportunities where developers are bringing in first floor living. She said it does not to be single housing. She said it is first floor living and then guest bedrooms and everything on a next level up. She said another thing she would like to echo is the feedback both from the Planning Commission and from colleagues that spoke regarding street parking. She asked Ms. Bell if she could discuss the width of the street that would enable street parking. Lindsey bell said with a 28-foot street, you could have one side with parking on it. She said she believes the central artery would be a 28-foot street, and it does not have the garages for the driveways that these streets have at a width of only 24 feet. She said you can't park on a 24-foot street even if they made it wider, they have all of the driveway openings which would prohibit it. Mayor Pro Tem Casey said she heard the applicants comment about providing more parking spaces than required by the ordinance. She said, however, that she thinks the feedback from the Planning Commission and from the Council is that it is great on a normal course of business, but if the residents have people over, they are expecting to have to shuttle them either to the few parking spaces that are in the property or shuttle them to the mall. She said that's where they have the ability to park. She asked the applicant if they would be open to considering striping the main thoroughfare to put on street parking on one side and enable more on-street parking. Mr. Delapp said they did look at some alternatives to add additional parking. He said they were concerned about widening roads, what it will do to existing locations of buildings, losing units, etcetera. He said they did find some places where they could get 10 additional guest parking spaces, but they would be required to be located a bit closer to the buildings than what the ordinance allows. He said he doesn't know if 10 is a number that the Council is comfortable with, but it is doubling the number of guest parking spaces they have now, and he can say for certain that that is something they are willing to do. He said that would require a deviation in the setback from the building to the parking lots. Mayor Pro Tem Casey asked if they were thinking they would put an additional parking lot. Mr. Delapp said the parking lot that they have would be expanded and then they would add another one. He said the ordinance requirement is 25 feet. He said there needs to be from the building to the parking lot and the closest one with this plane would be 17 feet. Mayor Pro Tem Casey asked if they looked at putting on street parking in the road with Bishop Bridge Rd. being 28 feet and not segregating parking onto a handful of smaller parking lots. Mr. Delapp said that is something they have not considered as of yet but considering that the road is 28 feet wide, they may talk about the feasibility. Jason Rickard, Land Development Specialist at Seiber Keast, said He thinks the big thing is that the main road coming in is 28 feet which Ms. Bell pointed out is acceptable. He said they would have to have parking on one side, and he would highly recommend that they do not stripe it because they have very tight spaces when they do it that way. He said it would really be more so that they don't want to encourage that kind of parking, plus it's the main entrance to the community so it would be a lot of traffic there. He said having people park along the main road there's obviously a part of the ordinances where they're not supposed to be putting parking on the main drive. He said they are supposed to be putting them in secondary drives. He said to get those parking spots that are safer, he believes what Mr. Delapp is saying is adding additional parking throughout the community with the deviation on the closest buildings would be the best solution for

safety and for additional parking. Mayor Pro Tem Casey asked Ms. Bell, and City Planner McBeth if they would be opening to entertaining that deviation to put in additional parking if it was 17 feet versus 25 feet to the building. Ms. Bell said they could look into the specific locations but have supported that deviation in other cases so she believes they would be open to it if it is the desire of the Council to have a greater number of parking spaces. Mayor Pro Tem Casey asked the applicant if there is a sub street going into Waltonwood, or if that is expected to be an actual road for people that can come and go from the Townes into Waltonwood. Mr. Delapp said no, they are not connected. Mayor Pro Tem Casey asked if the stop on the map that connects to Waltonwood is meant to be an emergency access road or an ingress and egress. Mr. Delapp said that is an ingress and egress. He said the existing entrance to Waltonwood is at that location. He said what they are doing is relocating it for this community and teeing off for Waltonwood to make it more private, so it does not act as an access road. Mayor Pro Tem Casey asked if they have an idea of what the market rate will be for these units. Mr. Delapp said Possibly starting in the low 5 hundreds maybe the high 4 hundreds depending on what construction costs are looking like at the time they are selling the units themselves. Mayor Pro Tem Casey asked if they expected that their average homeowner would be a young family. Mr. Delapp said yes, a younger demographic as townhomes are appealing to younger families. He said there are limitations in terms of growth so they could also attract young professionals as well as they are a bit more affordable than a larger single-family home. He said it's a great location being in the commercial district with access to the highway. He said he does believe it overall will be a younger demographic that is more attracted to these products. Mayor Pro Tem Casey said she would be interested to hear from the other council members about their position on the parking, because she would be open to putting a requirement in and possibly opening the door for conversation about a deviation to add additional parking spaces, because she believes it is a real concern in this area when it comes to the screening against Waltonwood. She said she believes they have sufficient depth but would also like to encourage looking at the height, because she questions how close they are in terms of the new units to the backside of Waltonwood. She said she's curious to understand how the sight lines go. She said looking into her trees would definitely not be a miss for her period she said she thinks generally the feedback the applicant heard about the environmental management they are doing is great in terms of the wetlands and The Woodlands. She said she thinks the idea they have change the density and reduce the density which is fantastic. She said she likes the idea that these are for sale and not for rent. She said that is a pretty big change from The Griffin as well because those were apartments and rentals. She said the two concerns that are laid out are the parking and the screening between this development and the Waltonwood development that are significant to her.

Member Heintz said he supports the conservation easement approach and hopes to hear what comes in terms of expressing an interest in sustainable options whether that be solar panels or anything alike. He said he definitely wants to encourage the applicant to try to do that throughout the development process. He said as far as tree selection he understands that they got about 51% of the native trees, but anytime they can do more of that natural and native approach supporting changing the area would be a great

look. He said in addition to the southern boundary that was discussed it caught his eye having close proximity to the Waltonwood development. He said he would like to stress his interest in making sure there is a sufficient buffer and boundary between the proposed development and the existing one. He said the old proposal and this one has less density. He said overall if they are able to have the proper height of trees and density of the trees hopefully, they can have the boundary to make sure everyone has a proper buffer. He said this stems from a variety of different conversations in the Council Chambers from people complaining about setbacks and things alike. He said they are looking forward for whatever production of noise may be generated. He said he is most interested in the thoughtful development piece rather than the parking.

Mayor Fischer said He's one of the few people at the table who didn't support The Griffin. He said he is excited to see some of the changes that were mentioned here, some of the lower density. He said he thinks the owner occupied makes a little bit more sense in this area. He said he is a little less concerned about some of the sightline issues that have been brought up. He said he believes that can be addressed through proper landscaping. He said something tells him that given Singh is developing the new property and already owns Waltonwood he thinks it would be very smart and incumbent upon them to make sure that their current residents and Waltonwood are very happy. He said he does heed the advice of parking. He said he has lived in a community very similar to this where when you have parties it causes a lot of consternation. He said he certainly understands the double-edged sword they have described in the fact that they all already have met the requirement, yet they are being told to add more. He said he liked the proposal that was given as far as trying to fit a few more spots through a sort of variance deviation he said given that he is not in favor of the on-street parking. He said he thinks that if that is a major thoroughfare that starts to become a safety concern if it is trying to be loaded with cars all the time. He said he could see that becoming a destination for people who actually lived there to park as well as in the nearby units thus basically rendering that spot useless for visitors. He said he likes the idea of adding a couple spots throughout but overall if there were to be a motion today to approve some of the recommendations for the parking specifically, he would be in favor.

Mayor Pro Tem Casey asked City Attorney Schultz if she were to add language to the motion that would direct the applicant to add additional parking spaces in specific areas in their lot, including working with staff on deviations, how she might do that. City Attorney Schultz said when she makes the first motion, add it as a new number 9.

CM 25-09-123 Moved by Casey, seconded by Gurumurthy: MOTION CARRIED 6-0

**Approval at the request of Singh Development LLC for JSP 25-03
Twelve Mile Townes, for Special Land Use permit based on and
subject to the following:**

- 1. The proposed use will not cause detrimental impact on existing
thoroughfares (based on Traffic review);**

2. The proposed use will not cause a detrimental impact on the capabilities of public services and facilities *(based on Engineering review)*;
3. The proposed use is compatible with the natural features and characteristics of the land *(because there are no regulated woodlands on site, and minimal impacts to wetland areas are proposed)*;
4. The proposed use is compatible with adjacent uses of land *(because the proposed use is similar to the residential community to the south and complements other nearby uses)*;
5. The proposed use is consistent with the goals, objectives, and recommendations of the City's Master Plan for Land Use *(as it fulfills the Master Plan objectives to provide a wide range of housing options and to provide residential developments that support healthy lifestyles)*;
6. The proposed use will promote the use of land in a socially and economically desirable manner *(as it fulfills one of the Master Plan objectives to ensure compatibility between residential and non-residential developments)*;
7. The proposed use is (1) listed among the provision of uses requiring special land use review as set forth in the various zoning districts of this Ordinance, and (2) is in harmony with the purposes and conforms to the applicable site design regulations of the zoning district in which it is located;
8. This motion and these findings are further subject to the City Council also approving the Preliminary Site Plan, and in the event a plan is not approved, the special land use granted herein shall be null and void.
9. Include additional parking spaces in lots scattered in the development, and work with City Staff to manage any deviations that come from that decision including the evaluation and determination of deviations with City Staff.

This motion is made because the plan is otherwise in compliance with Article 3, Article 4, Article 5, and Article 6 of the Zoning Ordinance and all other applicable provisions of the Ordinance, subject to Preliminary Site Plan approval as required by ordinance.

Roll call vote on CM 25-09-123

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

Nays: None

Absent: Thomas

CM 25-09-124

Moved by Casey, seconded by Gurumurthy: MOTION CARRIED 6-0

Approval at the request of Singh Development LLC for JSP 25-03 Twelve Mile Townes for Preliminary Site Plan with a PD-2 Option, Wetland Permit and Stormwater Management Plan, based on and subject to the following:

1. Findings that the standards of Section 3.31.4 of the Zoning Ordinance are adequately addressed, as identified in the Planning Review Letter;
2. Findings that the standards of Section 3.31.7.B.viii.d of the Zoning Ordinance are adequately addressed, as identified in the Planning Review Letter.
3. City Council approval of the following ordinance deviations:
 - i. Deviation from Section 3.31.7.D for not meeting the minimum building setback requirements for front yard (Twelve Mile frontage). A minimum of 50 feet is required; 20 feet is provided. *The standard setbacks of the district are for a more suburban style of development, and the deviations would be consistent with a more urban development as they propose.*
 - ii. Deviation from Section 3.31.7.D for not meeting the minimum building setback requirements for the exterior side yard (Twelve Oaks Mall Road frontage). A minimum of 50 feet is required; 30 feet is provided. *The setbacks of the district are for a more suburban style of development, and the deviations would be consistent with a more urban development as they propose.*
 - iii. Deviation from Section 3.31.7.D for not meeting the minimum building setback requirements for the eastern side yard. A minimum of 35 feet is required, 20 feet is provided. *The setbacks of the district are for a more suburban style of development, and the deviations would be consistent with a more urban development as they propose.*
 - iv. Deviation from Section 3.6.2.H for not meeting the requirement for additional setback from a residential district to the south. A minimum of 111 feet is required for a building 37 feet in height, 40 feet is provided. *This deviation is supported as the uses are both multi-family residential and the additional protection afforded by the larger setback is not warranted. However, the ZBA granted conditional approval for a setback variance for the Waltonwood Phase 2 in 2003 that stated any building on the subject property would be a minimum of 150 feet from those buildings. The applicant will need to seek ZBA's amendment of the previous conditions of approval and amend the deed restriction that was placed on the property prior to Final Site Plan approval.*
 - v. Deviation from Section 3.8.2.H to allow a reduction in the minimum distance between buildings (20 feet proposed, at

- least 30 feet required), *as the layout seeks to optimize the space to maintain adequate open space and circulation.*
- vi. Deviation from Section 3.31.7.B.viii.b.xi for the lack of sidewalk on the west side of Twelve Oaks Mall Road south of the entrance, and on the south side of Bishop Drive as shown on the plan.
 - vii. Deviation from Sec. 5.10.1.B to allow perpendicular parking along a Major Drive. There are 4 spaces proposed on the west side of the project along Bishop Road, which is anticipated to have low traffic volume.
 - viii. Landscape deviation from Section 5.5.3.B.ii and iii for lack of 4.5-6 foot landscaped berm along eastern property line. *Supported by staff as alternative screening is provided with six-foot fencing.*
 - ix. Landscape deviation from Section 5.5.3.B.ii and iii for lack of berm or wall in the greenbelt of Twelve Mile Road for the western 616 feet, *to preserve the existing vegetation in the area that is not being developed.*
 - x. Landscape deviation from Section 5.5.3.B.ii and iii for deficiency in street trees on Twelve Oaks Drive north of the entry drives on the west side, *due to utility conflicts and lack of space between curb and sidewalk.*
 - xi. Landscape deviation from Section 5.5.3.B.ii and iii for deficiency in street trees on Twelve Mile Road for the western part of the site, *due to utility conflicts.*
 - xii. Façade deviations from Section 5.15 for an underage of brick on the rear facades of the high-visibility buildings (25% proposed, 30% required), and an underage of brick on all facades of the standard visibility buildings (23-28% proposed, 30% required), *as the deviation is minor in nature and not detrimental to the aesthetic quality. No vinyl siding is permitted.*
 - xiii. The findings of compliance with Ordinance standards in the staff and consultant review letters, and the conditions and items listed in those letters being addressed on the Final Site Plan.

The City Council's approval of the deviations listed above includes the following findings:

- A. *That each zoning ordinance provision from which a deviation is sought would, if the deviation were not granted, prohibit an enhancement of the development that would be in the public interest;*
- B. *That approving the proposed deviation would be compatible with the existing and planned uses in the surrounding area;*
- C. *That the proposed deviation would not be detrimental to the natural features and resources of the affected property and*

surrounding area, or would enhance or preserve such natural features and resources;

- D. That the proposed deviation would not be injurious to the safety or convenience of vehicular or pedestrian traffic; and***
- E. That the proposed deviation would not cause an adverse fiscal or financial impact on the City's ability to provide services and facilities to the property or to the public as a whole.***

This motion is made because the plan is otherwise in compliance with Article 3, Article 4, and Article 5 of the Zoning Ordinance, and with Chapters 11 and 12 of the Code of Ordinances, and all other applicable provisions of the Ordinance.

Roll call vote on CM 25-09-124

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

Nays: None

Absent: Thomas

4. Consideration of tentative approval of Mariella Estates, a 10-lot single family development, located north of Eight Mile Road, west of Garfield Road, to include a Zoning Map Amendment rezoning from Residential Acreage to R-1 with a Planned Rezoning Overlay. FIRST READING

City Manager Cardenas said the City Council initially saw this proposal back in May, and the Planning Commission then recommended this for a formal PRO plan approval back in August. He said this is a 10-lot proposal located on Eight Mile Rd. on 9.4 acres allowing developments in the R1 district.

Bill Anderson, Atwell Development Consultants, said as indicated they appeared before the Council in May and have made modifications to their proposal. He said they are proposing a small luxury residential community on Eight Mile Rd. He said all consultants, staff, and Planning Commission have seen the proposal and recommended approval. He said the subject property is about 9.4 acres surrounded by two existing communities. He said both of them of similar lot size at half an acre. He said those were done under an RUD proposal. He said their proposal is a PRO, but the lot sizes are consistent with the surrounding communities down Eight Mile. He said their proposed plan is 10 single family homes, half acre lots, just over 1 unit in acre effectively. He said from the planned highlights they have significant open space. He said they have about 28% open space and a perimeter buffer around the entire development. He said they have nice frontage set back off of Eight Mile. He said it's going to feel nice driving along eight mile and coming into the community and they are excited about it. He said again, large active open space 0.75 acres as you come into the development on the right. He said it is going to be a gated community, and they are proposing having a little mailbox kiosk and a bench at the north end of a little park for daily pickup and such. He said briefly on the public benefits this is one of the bigger discussions. He said they were initially going to make improvements to a crosswalk on Eight Mile with close proximity to their community

and possibly make some improvements to get across the street to Mayberry Park. He said after further discussions with staff and feedback from the Council, they have met with the Parks Department, and they have decided to make a monetary contribution to ITC Park. He said they added another 40 acres to ITC, so they have some design work that needs to be done and there is another list of improvements they would like to see such as resurfacing a basketball court and adding some walkways. He said another additional benefit they are proposing is a conservation easement over the existing wetland. He said they have an existing wetland in the southeast corner which is a nice natural feature. He said it is not regulated or anything, but they are looking to have a conservation easement over it. He said they have perimeter buffer landscape as well. He said as far as the conservation easement, it is not state regulated, but it is a nice sight feature, and they are proposing to preserve the wetland. He said they moved lot 1 physically out of the wetland so that the homeowner will not have access. He said they were going to put a boulder wall in signage right at the buffer, the 25-foot point, and put the conservation easement over both the wetland in the buffer so that the wetland will be preserved in perpetuity there as part of the development. He said this will be a luxury community and they are excited about it. He said he worked with the gentleman, and they did a nice development in Northville Township years ago off Seven Mile, Bella Vista, with beautiful homes there. He said he thinks they will be very pleased when this development gets to the City of Novi.

Mayor Pro Tem Casey asked if they had an idea about how large the footprint of the home will be and if they are talking 5,000 to 6,000 square feet. Mr. Anderson nodded, yes. Mayor Pro Tem Casey asked if they could discuss the screening between this development and the one to the north and what kind of trees they are talking about placing, and the depth with the trees. She said she is genuinely concerned about screening between developments as they go in. Mr. Anderson said they are proposing a 25-foot buffer in addition to the size of the lot. He said he thinks they have about 70 trees that they will be supplementing along the perimeter as well. He said it will be a lush perimeter development to development when they are done. Mayor Pro Tem Casey said that obviously benefits the future residents and everybody else as well. She said everyone loves their neighbor but doesn't necessarily want to see them all day. She said that it sounds fantastic. She said she was pleased with the decision to keep the wetlands, even if it is not regulated, but to keep it and to protect it with the conservation easement. She said she thinks that it really adds more to the development itself, and she is glad to see them move away from the crosswalk across Eight Mile. She said she expressed concerns last time about the speed of the road and having pedestrians trying to cross the road without any kind of productive pedestrian island or anything alike. She said she's pleased with what the developers have come back with period she said she believes this will be a nice ad to the community.

Member Heintz said It seems like the developers put a lot of thought and effort into the natural emphasis with more significant open space, the wetlands, the conservation easement and everything else proposed. He said it seems like it fits in nicely, especially with it being across from a State Park. He said he recognizes people's interests in living in a location like that. He said he appreciates the thoughtfulness gone into it.

Member Smith said he appreciates the open space they are keeping. He said he grew up in a neighborhood that had something similar, and it was a great place to go. He said the conservation easement was good. He said he would like to know how they are going above and beyond the basics for energy conservation. He said it is assumed that they are meeting the code for insulation, has double pane windows, but is there anything else they are doing to go above and beyond other than minimizing pavement. Mr. Anderson said he hasn't directed anything necessarily for the homes. He said he knows people vary on their desire for solar. He said it is a low-density development, which reduces heat and fraction. He said he doesn't have anything other than the green area. He said they are using best management practices on all the stormwater drains. He said as far as energy conservation, he doesn't have anything particular for the proposal. Member Smith asked if they could get fiber into the area. Mr. Anderson said yes. Member Smith asked if that will be built into the subdivision or into the development. Mr. Anderson said yes, into the subdivision.

Member Gurumurthy said the last time this was proposed it was not clear in terms of the wetlands. She said she appreciates what they have delineated and that the wetland is preserved. She said she also appreciates doing the buffer, and doing everything to make sure it is consistent with other developments.

Member Staudt said it is always great to see single family homes built in Novi. He said we don't quite see as many as we used to. He said he would assume, for the purposes of the folks that are west of the development, that these homes are going to start at least \$1.2 to \$1.5 million in probably go up. Mr. Anderson said that is a fair guess. Member Staudt said the only reason he says that is because he knows many of the homes to the west start in the 1.5 million range. He said he wants them to be comfortable to know it will not cause property values to go down. He said he doesn't believe that these custom-built homes will have any effect on their property values. He said thank you for bringing a nice development to Novi, and that he will be supporting it.

Mayor Fischer said It is not often that the Council doesn't feel like they are trying to jam 10 pounds of stuff into an 8-pound bag. He said he thinks the developers haven't asked for too much, and it was a very fair presentation and fair request. He said he looks forward to supporting this. He asked City Attorney Schultz, regarding the public benefit, were there other situations where cash has been a contribution that has been offered. He said he didn't think that was the spirit or intent of the ordinance in the PRO process. City Attorney Schultz said something may have been lost in the translation with the developer. He said the City is not asking for \$40,000. He said it will not be listed in the PRO agreement as one of the public benefits, because it is not related to the development and this is typically the connection that they need to make. He said he thinks it's great and he is happy that developer has offered \$40,000. He said that it is not a part of the motion to approve the development, and it isn't really a proper consideration under this set of circumstances here. Mayor Fischer said that between the open space, the conservation easement, and a lot of what they have done in the development itself he finds there to be them meeting the intent of some of the public benefit. He said the contribution related

to ITC Park, which is something they can work out with City staff directly. It is not something that the Council considers as part of this approval process. He said he believes the plan stands on its own. He said as he mentioned before it is a very nice development and he looks forward to seeing it come to fruition.

CM 25-09-125 Moved by Casey, seconded by Gurmurthy: MOTION CARRIED: 6-0

Tentative indication that Council may approve the request for Mariella Estates JZ24-43 with Zoning Map Amendment 18.750, to rezone from Residential Acreage to R-1 subject to a Planned Rezoning Overlay (PRO) Agreement, and corresponding PRO Concept Plan, FIRST READING, and direction to the City Attorney to prepare the PRO Agreement including items A through C:

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

- 1. A Zoning Ordinance deviation from Section 3.1.2.D to reduce the required lot width for lots 4 and 5 to 98 feet (120 feet required). The deviation is requested for the two pie-shaped lots near the corner of the road. These lots still provide adequate space for the intended housing product, are the two largest lots proposed, and exceed the R-1 minimum lot area requirements for over 10,000 square feet and 5,000 square feet respectively.**
- 2. Design and Construction Standards deviation (Code of Ordinances, Sec. 11-194.b.2) for proposed street with 90-foot centerline radius (230-foot radius standard). This does not provide a safety concern given the short distance of the road, the low travel speed, and the minimal traffic volumes expected with 10 homes.**

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

- 1. The use is limited to a maximum of 10 single family lots, with the lot layout as shown in the PRO Plan.**
- 2. The overall density shall not exceed 1.07 dwelling units per acre.**
- 3. The small wetland area in southeast corner of site shall be preserved. As the applicant indicates in their response letter, a conservation easement will be placed over the wetland and buffer prior to construction. Lot 1 shall include**

buffer delineation and signage to prevent encroachment/mowing/removal of vegetation.

- 4. A minimum 25-foot perimeter landscape buffer shall be maintained from the individual lots to the property boundary.**
- 5. The proposed open space (28%) as shown in the PRO Plan shall be preserved in an easement, as this represents an enhancement beyond what is typically required for an R-1 district.**

C. This motion is made because the proposed R-1 zoning district is a reasonable alternative to the density recommended in the Future Land Use Map, and fulfills the intent of the Master Plan for Land Use, and because of the site specific development features that will result in an overall benefit to the public that outweighs any detrimental impacts of the project:

- 1. The additional homes allowed under the new R-1 District designation will not detract from the project area and, given the anticipated quality of the custom homes, the development generally will be an enhancement to the project area.**
- 2. The amount of open space on the site and the landscaped buffers mirror what has been provided in recent adjacent developments and exceed what can be required in the R-1 District.**
- 3. The preservation of the wetland area is beneficial to the environment, providing aesthetic, habitat, and stormwater functions.**
- 4. The project as a whole is in the public interest.**

Roll call vote on CM 25-09-125

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

Nays: None

Absent: Thomas

- 5. Consideration of recommendation from the Finance and Administration Committee (FAC) to authorize Plante Moran Realpoint to begin negotiations with both firms who appeared before them at their September 15th meeting to provide design and related services for the Police and Fire Facilities building project.**

City Manager Cardenas said the motion summarizes what the Council did last week with respect to giving the okay for Plante Moran to proceed with the ultimate goal of bringing this back to Council on the October 6th meeting with a contract for consideration.

Mayor Fischer said, to elaborate on the process, the City staff and Realpoint went out and solicited about seven different RFP's. He said the staff went through and identified four that they brought in to interview with staff and Realpoint and were able to narrow that down to two firms. He said the Finance and Administration Committee was able to see a presentation and ask questions as well. He said the committee found both firms to be more than adequate to meet the needs of what they were looking for. He said the committee thought what would be best in order to make sure that they are being good stewards of taxpayer dollars is to have real point talk with both firms, and have them sharpen their pencils and come back with a proposal of firm one or two doing the whole thing or some kind of permutation of different buildings, which drives the most efficient architecture and engineering process. He said that was the proposal from the Finance Committee, and what they are looking for to authorize and do tonight.

CM 25-09-126 Moved by Staudt, seconded by Casey: MOTION CARRIED: 6-0

Approval of the recommendation from the Finance and Administration Committee that City Council authorize Plante Moran Realpoint to continue negotiations with both of the architecture/engineering firms interviewed (HED and DLZ) for the Public Safety Facilities building project to prepare a final form of an agreement, or agreements, for consideration by City Council at its October 6, 2025 meeting, with the understanding that at that meeting and depending on the result of the negotiations PMR may recommend either a single agreement with one of the two firms or may recommend splitting the project between the two firms.

Member Smith said DLZ's proposal had good information on their lead ability to do lead design. He said HED was a little bit lacking in that, and he doesn't know if that was an omission or if they really don't have the staff to handle it, but he would like to hopefully see that when they come next time.

Roll call vote on CM 25-09-126

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

Nays: None

Absent: Thomas

CONSENT AGENDA REMOVALS: None

AUDIENCE COMMENT: None

COMMITTEE REPORTS: None

1. Finance & Administration Committee - Mayor Fischer

Mayor Fischer said the finance and administration committee update was provided with matter for action #5.

MAYOR AND COUNCIL ISSUES: None

COMMUNICATIONS: None

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 8:03 P.M.

Cortney Hanson, City Clerk

Justin Fischer, Mayor

Transcribed by Alyssa Craigie,
Administrative Assistant

Date approved: October 6, 2025



CITY OF NOVI CITY COUNCIL OCTOBER 6, 2025

SUBJECT: Consideration of request to transfer ownership of an existing Class C & SDM license from Luna Properties, LLC to DD Novi, LLC (dba Desi District), located at 42875 Grand River Ave, Suite 104, Novi, MI 48375.

SUBMITTING DEPARTMENT: City Clerk

KEY HIGHLIGHTS:

- Desi District will be a vibrant combination of an Indian market and full-service restaurant.
- Two of the members currently own and operate several similarly licensed establishments in Ohio and Virginia.
- The new owner has requested approval to transfer the existing liquor license from Luna Properties, LLC to DD Novi, LLC.

BACKGROUND INFORMATION:

DD Novi, LLC requests to transfer ownership of an existing Class C & SDM license from Luna Properties, LLC. The property will be renovated to become a cultural hub offering authentic regional cuisine in the restaurant alongside a curated selection of South Asian groceries and specialty items in the market.

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

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

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

(3) Benefits to community:

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

RECOMMENDED ACTION: Consideration of request to transfer ownership of an existing Class C & SDM license from Luna Properties, LLC to DD Novi, LLC (dba Desi District), located at 42875 Grand River Ave, Suite 104, Novi, MI 48375. The transfer will create a unique cultural hub, providing authentic dining and shopping opportunities while revitalizing a building that has sat vacant by drawing business to a well-developed commercial strip mall surrounded by complementary uses, including retail shops, an Asian market, and other businesses, which is in close proximity to nearby office and commercial developments, making it a convenient dining option for local workers, shoppers, and residents.



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

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GARY R. RENTROP

August 18, 2025

Via UPS Next Day Air

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

Re: DD NOVI LLC
42875 Grand River Ave, Suite 104, Novi, MI 48375-1782
Request ID No. 2506-07079

Dear Ms. Hanson:

We represent DD Novi, LLC, a Michigan limited liability company ("DD Novi") in liquor licensing matters. Enclosed please find DD Novi's City of Novi Liquor License Application.

DD Novi has entered into an agreement to purchase certain Class and SDM liquor licenses (the "Liquor License") from Luna Properties Novi, LLC ("Luna Properties"). Luna Properties is selling the Liquor License for \$10.00 pursuant to a certain lease agreement between DD Novi as tenant and Luna Properties as landlord. In connection with the purchase of the Liquor License, DD Novi has filed an application with the Michigan Liquor Control Commission to transfer ownership of the Liquor License, an SDM license (beer and wine to go), Sunday Sales (AM and PM) Permit, Entertainment Permit and an Outdoor Service Area Permit. DD Novi will do business as "Desi District".

DD Novi is owned by Madhu Sundara, Sai Bandaru, Radhika Mukka, Srinivas Madhamshetti ("Sam"), Venkat Gangadar, and Supriya Thota (collectively the "Members"). The members of DD Novi are comprised of three married couples. Desi District will be a family business in every sense. Members Radhika Mukka and Sam Madhamshetti currently own and operate several similarly licensed establishments in Ohio and Virginia (see additional information in City of Novi Liquor License Application).

DD Novi plans to renovate the interior of space. Desi District is a vibrant combination of an Indian market and full-service restaurant, offering authentic regional cuisine alongside a curated

selection of South Asian groceries and specialty items. The restaurant provides a modern, family-friendly atmosphere where guests can enjoy traditional Indian flavors, while the market serves as a cultural hub for the community. Together, they create a unique destination that blends dining, shopping, and cultural experience, enhancing the diversity and appeal of the surrounding commercial area. The proposed hours of operation will be Monday through Thursday from 8:00 a.m. to 10:00 p.m., Friday and Saturday from 8:00 a.m. to 10:00 p.m., and Sundays from 8:00 a.m. to 8:00 p.m. The business may extend its hours based on customer demand.

Enclosed for your review are the following:

- Liquor License Application (Questionnaires A & B);
- Site plan;
- Floor plan;
- Legal Description of the Premises;
- Menu; and
- Check for \$2,260.00 payable to the City of Novi for Liquor License Application fees.

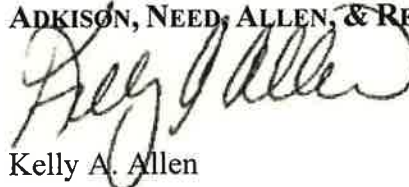
We have separately enclosed the Liquor License Application Questionnaire C and the associated attachments in this package.

Please consider all personal and business documents confidential, and please do not release any of this documentation to the public.

We respectfully request that this matter be placed on an agenda for consideration by the Novi City Council as soon as possible. Please let us know if you have any questions, or there is anything further you need to facilitate your review of this application. Thank you for your assistance in this matter.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Kelly A. Allen

/lbp
Enclosures

Questionnaire A – Applicant Cover Information and Procedures for Liquor License

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

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

DD Novi, LLC

42875 GRAND RIVER AVE, NOVI, MI 48375

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

Desl District

42875 GRAND RIVER AVE, NOVI, MI 48375

Phone: TBD

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

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

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

Theme of Proposed Business:

Indian formal dining Restaurant, bakery, grocery store, butcher, etc. (Ex: "Mini Kroger with a Restaurant")

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

42875 GRAND RIVER AVE, NOVI, MI 48375 (see attached legal description).

Questionnaire B – Administrative Background Information for Liquor License

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

1. What is the applicant's management experience in the alcohol/liquor business?

The applicants have extensive management experience in the alcohol and restaurant industry, operating several successful restaurants and licensed establishments in Ohio, including locations in Columbus. They are well-versed in responsible alcohol service, state and local compliance, and day-to-day management of high-quality dining operations.

2. What is the applicant's general business management experience?

See above. The applicant has a highly positive general business reputation.

3. What is the applicant's general business reputation?

The applicant has a fantastic business reputation. They own several successful businesses across the country.

4. What is the applicant's financial status and ability to build and/or operate the proposed facility on which the proposed liquor license is to be located?

The applicant is well financed by all members. They will be financing the business via other business earnings and savings.

5. What are the applicant's past criminal convictions involving moral turpitude, violence or alcoholic liquors?

No, no members of the applicant entity have any criminal record.

6. Does the applicant use alcoholic beverages to excess?

No, the applicant does not use alcoholic beverages to excess.

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

This is a transfer of an existing liquor license, not a new issuance. However, the restaurant will be a family-friendly, culturally rich Indian dining experience that enhances the neighborhood by attracting diverse patrons while operating in a responsible and community-oriented manner.

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

The transfer of the license will have no negative impact on the health, safety, or welfare of the surrounding area. Desi District will be a family-friendly, culturally rich restaurant that complies with all local laws and safety standards. The owners have successfully operated multiple businesses in Columbus, Ohio, and Virginia Beach, Virginia including establishments with liquor licenses, and bring proven experience in responsible alcohol service and business management.

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

The applicant is currently applying with the Building Department and other Novi agencies for the approval of the proposed facility. The applicant will comply with all building codes, zoning ordinances, fire codes, and applicable City of Novi ordinances.

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

There is strong public need and convenience for a liquor license at this location to provide a complete dining experience that aligns with customer expectations for modern Indian cuisine. Offering beer, wine, and cocktails will enhance the menu and attract a broader audience, meeting the demand for high-quality, culturally diverse dining in the area.

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

The proposed facility is unique in that it offers an authentic yet modern Indian dining and shopping experience in a family-friendly, upscale setting. This concept is something not currently available in the immediate area. While the strip center features an Asian market, Desi District will complement the existing businesses by adding a culturally rich, full-service restaurant that celebrates Indian cuisine with a contemporary twist, enhancing the diversity and appeal of the plaza.

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

The applicant is in the process of obtaining all approvals from the City of Novi to operate in accordance with all local ordinance and State laws. Applicant will have all permits and permissions prior to opening for business.

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

The facility is expected to have a minimal impact on vehicular and pedestrian traffic. It is located in an existing, well-developed commercial strip mall with adequate parking and infrastructure designed to accommodate customer flow. The restaurant will primarily attract local residents and shoppers already frequenting the area, contributing to steady but manageable traffic consistent with similar dining establishments.

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

The Brentwood Grille and Alexandria Mediterranean Cuisine are the only Class C licensed establishments in the proximity of the proposed licensed business.

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

The business is located within a well-developed commercial strip mall surrounded by complementary uses, including retail shops, an Asian market, and other businesses. It is also in close proximity to nearby office and commercial developments, making it a convenient dining option for local workers, shoppers, and residents alike.

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

The proposed facility will have no negative impact on the surrounding neighborhood, as there are no nearby houses, churches, or schools. It is located in a commercial area designed for dining and retail use, making it an appropriate and low-impact addition to the existing development.

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

The applicant has signed a lease for the space for 10 years with additional options to renew. Applicant will also be investing a large amount of money into the space and therefore, the community, to establish permanency.

18. What utilities are available to serve the facility?

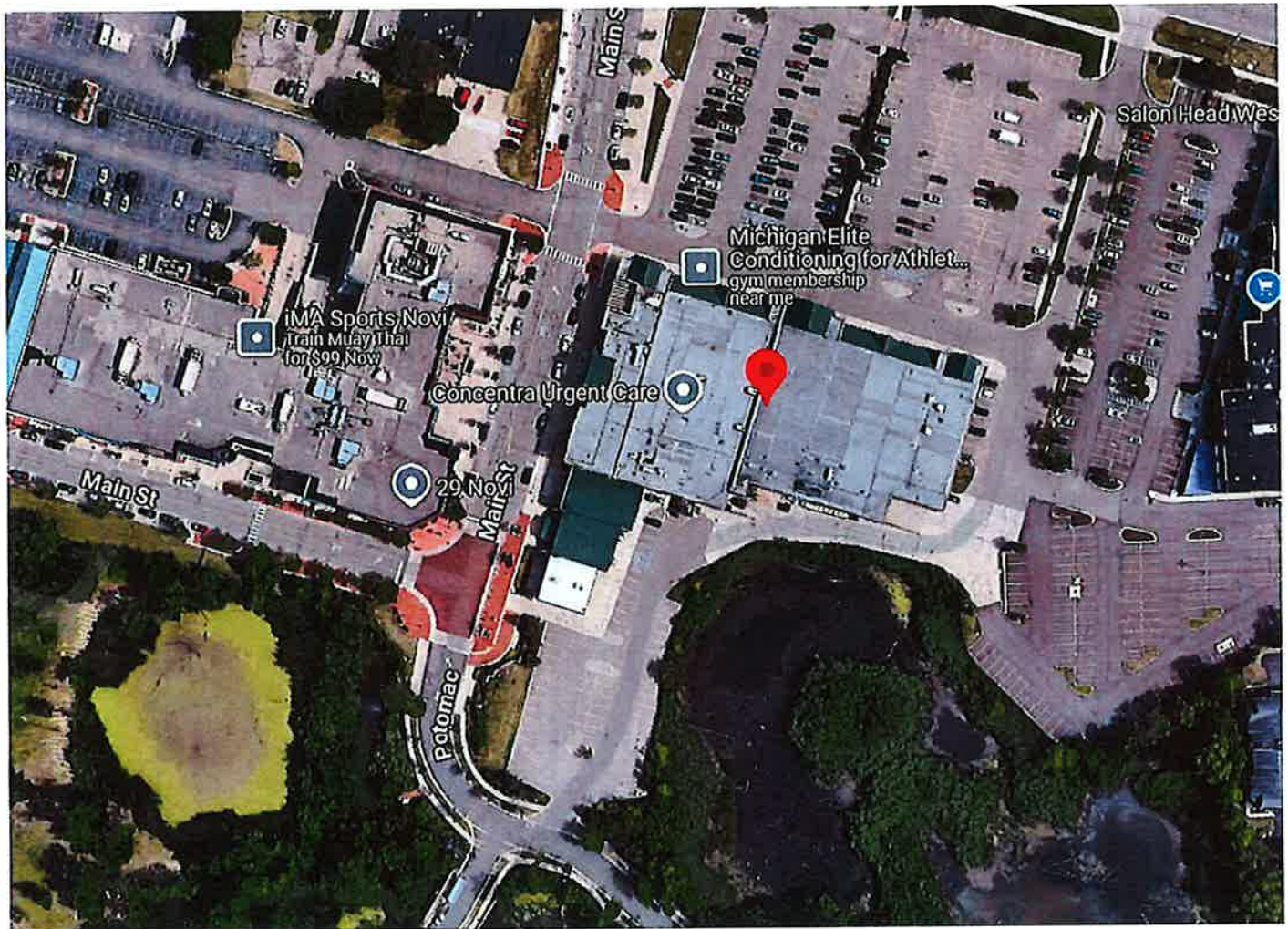
All necessary utilities are available to serve the facility, including water, sewer, electricity, gas, and telecommunications. The site is fully equipped to support restaurant operations without the need for additional infrastructure.

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

The City Council should consider that this is a transfer of an existing license to experienced operators with a strong track record of success in similar businesses. Desi District will bring cultural diversity, economic activity, and a high-quality dining option to the area. The restaurant will operate responsibly, enhance the commercial district, and serve as a family-friendly destination for both the local community and visitors.

DESI DISTRICT

42875 GRAND RIVER
NOVI, MI 48375



SITE PLAN

SCALE: NTS



DRAWING INDEX

T1.0 TITLE SHEET



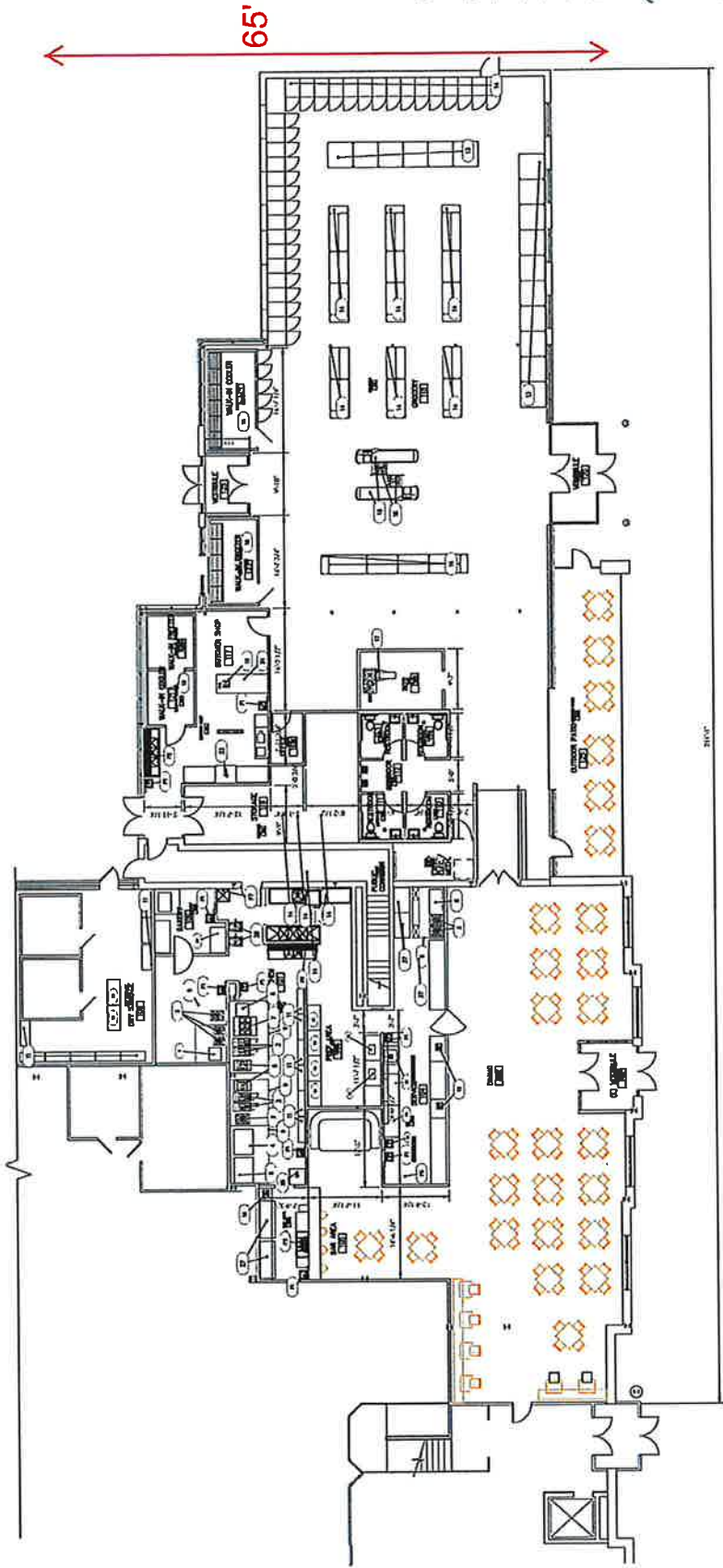
It is the intent of this plan to show the plumbing fixtures and equipment to be installed in the building. The fixtures and equipment are shown in the plan view and the plumbing is shown in the section view. The plumbing is shown in the section view to show the location of the fixtures and equipment and the plumbing is shown in the plan view to show the location of the fixtures and equipment.

PROJECT NUMBER: 220013
SHEET NO: 1
DATE: 11/14/2005

ITEM	DESCRIPTION
1	STAND SINK
2	2-COMP. SINK
3	GRASS INTRODUCTION
4	DOORWAY
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FIXTURE PLAN
SCALE: 1/8" = 1'-0"

DESIGN DISTRICT
INTERIOR IMPROVEMENT
NOV. 14, 2005
42875 GRAND RIVER
NOV. 14, 2005



PROJECT NUMBER: 220013
SHEET NO: 1
DATE: 11/14/2005

EXHIBIT B

Legal Description of Shopping Center

Land situated in the City of Novi, County of Oakland, and State of Michigan, described as:

Units 1, 2 and 3 of Vic's Market Condominium, a Condominium according to the Master Deed recorded in Liber 15234, Page 52, as amended, and designated as Oakland County Condominium Subdivision Plan No. 902, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended. Easement Parcel:

Non-exclusive easements for access, parking and utilities are created, limited and defined in that certain Reciprocal Easement, Utility and Parking Agreement dated September 15, 1994, recorded September 26, 1994 in Liber 14998, Page 350, Oakland County Records.

Parcel Identification No.: Unit 1: 22-23-176-011; Unit 2: 22-23-176-012; Unit 3: 22-23-176-013

Commonly Known As: 42875 Grand River, Suite 201, Novi, MI 48375



42875 grand river ave, Novi MI 48375

Veg Appetizers

- 

Samosa (3pcs)
Curried potato and peas filled savory pastry. Served with tamarind chutney.

\$4.99

ADD
- 

Paneer 65
Deep fried paneer fritters tossed in spicy curry sauce.

\$12.99

ADD
Customizables
- 

Paneer 555
Fried paneer cooked with special sauce made with cashew nuts.

\$12.99

ADD
Customizables
- 

Chilli Paneer
Marinated paneer tossed into a spicy tangy sauce with peppers and onions.

\$12.99

ADD
Customizables
- 

Baby Corn Manchurian
Baby corn sautéed in a sweet-spicy sauce.

\$11.49

ADD
Customizables
- 

Gobi Manchuria
Marinated cauliflower deep-fried and then tossed into a spicy tangy sauce.

\$11.99

ADD
Customizables



42875 grand river ave, Novi MI 48375



Gobi 65

Crispy cauliflower florets coated in a secret blend of spices, deep-fried to perfection, and served in a tantalizing sauce boasting a harmonious mix of sweet, tangy, and spicy flavors."

\$10.99

ADD

Customizables



Onion Samosa (6 Pcs)

Savory pastry filled with spicy onion-based stuffing.

\$5.49

ADD



Chilli Egg

\$10.99

ADD



Curry Leaf Gobi

\$12.99

ADD



Sweet Chilli Gobi

\$12.99

ADD



Paneer Majestic

\$11.99

ADD



Chilli Babycorn

\$11.99

ADD



Veg Manchurian

\$11.99

ADD



42875 grand river ave, Novi MI 48375



Veg Spring Rolls 4pc

\$6.49

ADD



Spicy Chilli Gobi

\$11.99

ADD

Non-Veg Appetizers



Chicken Pakoda

Chicken cubes tossed into a creamy spicy sauce.

\$13.99

Unavailable



Pepper Chicken

Chicken cubes tossed into a peppery spicy blend sauce.

\$13.99

ADD

Customizables



Chicken 65

Chicken cubes dipped into a spicy tangy red chilli sauce.

\$13.99

ADD

Customizables



Chicken 555

Succulent chicken bites marinated in a secret blend of 5 spices, fried to crispy perfection with a tantalizing sauce.

\$13.99

ADD

Customizables



Chilli Chicken

Chicken cubes dipped into a spicy tangy chilli sauce.

\$13.99

ADD

Customizables



Chicken Manchurian

Chicken cubes tossed into a Manchurian sauce.

\$13.99

ADD

Customizables



Chicken Majestic

A tantalizing South Indian dish featuring tender chicken pieces marinated in a rich blend of spices, stir-fried to perfection, and garnished with fragrant curry leaves.

\$13.99

ADD



Kodi Vepudu

A traditional Andhra-style chicken fry featuring tender pieces of chicken marinated in a blend of spices, stir-fried to perfection, and garnished with curry leaves, offering a spicy and flavorful South Indian delicacy

\$13.99

ADD



Chicken Lollipop (4 Pcs)

Succulent chicken drumettes marinated in aromatic spices, fried to a crispy golden brown, delightful handheld treat bursting with flavor and texture."

\$12.99

ADD



Apollo Fish

Succulent fish fillets, expertly fried to golden perfection, then generously coated in a luscious sauce bursting with tangy and spicy flavors, delivering a delightful combination of crispy texture and savory taste

\$13.99

ADD



Garlic Shrimp

Tender shrimp, delicately fried and expertly sautéed with garlic-infused butter, offering a savory seafood sensation with a crispy texture

\$15.49

ADD



Chilli Fish

Tender fish fillets marinated in aromatic spices, coated in a crispy batter, and stir-fried with colorful peppers and onions in a spicy and tangy sauce, offering a delightful fusion of flavor

\$14.99

ADD



Prawns 65

Crispy fried prawns infused with traditional Indian spices, then tossed in a flavorful sauce, delivering a perfect blend of crunchy texture and spicy-sweet indulgence

\$14.99

ADD



Mamsam Goat Roast

delicacy showcasing tender goat meat marinated in a medley of spices, slow-cooked to perfection, offering a rich and flavorful roast dish that's sure to tantalize the taste buds

\$14.99

ADD



42875 grand river ave, Novi MI 48375

	Tawa Fish	
	\$14.99	ADD
	Curry Leaf Chicken	
	\$14.99	ADD
	Jalapeno Chicken	
	\$12.99	ADD
	Guntur Chicken Fry	
	\$12.99	ADD
	Sweet Chilli Chicken	
	\$12.99	ADD
	Lamb Chops	
	\$17.99	ADD

Tandoori (Kebabs)

	Paneer Tikka Kebab Marinated paneer chunks cooked in tandoor. Served with mint sauce.	
	\$12.99	ADD
	Chicken Tikka Kebab Marinated boneless chicken cooked in tandoor. Served with mint sauce.	
	\$12.99	ADD



Hariyali Chicken Kabab

Marinated boneless chicken (in green housemade sauce) cooked in tandoor. Served with mint sauce.

\$13.49

ADD



Tandoori Chicken(Full)

Marinated chicken leg quarters (4) with house spices and grilled in tandoor. Served with mint sauce. Special Instructions Add a note (extra sauce, no onions, etc.)

\$19.99

ADD



Tandoori Chicken(Half)

Marinated chicken leg quarters (2) with house spices and grilled in tandoor. Served with mint sauce. Special Instructions Add a note (extra sauce, no onions, etc.)

\$13.99

ADD



Gongura Chicken Kabab

Succulent chicken pieces marinated in tangy gongura leaf paste and aromatic spices, skewered and grilled to perfection, offering a unique and flavorful twist on traditional kebabs."

\$12.99

ADD



Mixed Tandoori Platter

Mixed items of all tandoori dishes

\$18.99

ADD



Grilled Fish

\$16.49

ADD



Mutton Seekh Kebab

\$16.49

ADD

Veg Curries



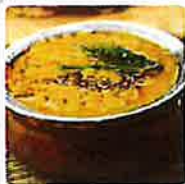
Paneer Butter Masala

Soft paneer cubes cooked in a rich and creamy tomato-based gravy, flavored with aromatic spices and finished with a dollop of butter, offering a luxurious and indulgent vegetarian delight."

\$13.49

ADD

Customizables

	Paneer Tikka Masala Tender paneer cubes cooked in a flavorful tomato-based gravy, infused with aromatic spices pepper and finished with a creamy touch,	\$13.99	ADD Customizables
	Dal Tadka (Tomato/Spinach) Creamy lentils cooked with tomatoes or spinach, tempered with aromatic spices and finished with a drizzle of ghee,	\$10.99	ADD Customizables
	Veg Korma A rich and creamy curry made with assorted vegetables simmered in a flavorful sauce enriched with aromatic spices,	\$11.99	ADD Customizables
	Kadal Paneer Soft paneer cubes cooked with colorful bell peppers, onions, and aromatic spices in a rich tomato-based gravy	\$13.49	ADD Customizables
	Guttl Vankaya Kura A traditional Andhra dish featuring eggplants with a flavorful spice mixture, cooked in a rich and tangy gravy,	\$12.99	ADD Customizables
	Palak Paneer Soft paneer cubes cooked in a vibrant spinach gravy, flavored with aromatic spices and finished with a touch of cream	\$13.49	ADD Customizables
	Malal Kofta Deep-fried paneer and potato dumplings served in a creamy and flavorful tomato-based gravy, enriched with nuts and aromatic spices	\$12.99	ADD Customizables
	Achari Paneer Soft paneer cubes cooked in a tangy and spicy pickle-infused gravy, featuring a medley of aromatic spices,	\$13.49	ADD Customizables

Non-Veg Curries



Egg Masala

\$11.99

ADD

Customizables



Butter Chicken

A rich and creamy tomato-based sauce infused with aromatic spices, offering a luscious and flavorful base for tender pieces of chicken

\$13.99

ADD

Customizables



Chicken Tikka Masala

A creamy and aromatic tomato-based sauce, enriched with a blend of spices, providing the perfect backdrop for tender pieces of chicken tikka.

\$13.99

ADD

Customizables



Kadal Chicken

Tender chicken cooked with colorful bell peppers, onions, and aromatic spices in a rich tomato-based gravy.

\$12.99

ADD

Customizables



Chicken Chettinad (Bone -In)

Tender chicken cooked in a rich and spicy gravy, infused with the flavors of roasted spices, coconut, and curry leaves, offering a bold and aromatic flavour

\$13.99

ADD

Customizables



Hyderabad Chicken Curry(Bone-In)

Tender chicken cooked in a rich and aromatic gravy, featuring flavors of onions, tomatoes, and a blend of traditional spices, offering a royal and flavorful dish from the culinary heritage of Hyderabad."

\$13.99

ADD

Customizables



Gongura Chicken(Bone-In)

Tender chicken cooked in a tangy and flavorful gravy made with gongura (sorrel) leaves, tomatoes, and aromatic spices,

\$13.99

ADD

Customizables



Hyderabad Mutton Curry

Tender mutton pieces cooked in a rich and aromatic gravy, featuring a blend of traditional Hyderabad spices, onions, and tomatoes

\$15.49

ADD

Customizables



42875 grand river ave, Novi MI 48375



Gongura Mutton

tender mutton cooked in a tangy and flavorful gravy made with gongura (sorrel) leaves, tomatoes, and aromatic spices

\$15.49

ADD

Customizables



Omelette

\$4.99

ADD

Breads



Plain Naan

Indian bread cooked in clay oven

\$2.49

ADD



Butter Naan

Indian Bread with Butter cooked in clay oven

\$2.99

ADD



Garlic Naan

Indian Bread garnished with butter & garlic

\$3.49

ADD



Bullet Naan

Indian bread garnished with Chilies cooked in clay oven

\$3.49

ADD



Onion Kulcha

Soft and fluffy Indian bread stuffed with finely chopped onions and herbs, baked to perfection in a tandoor oven

\$3.99

ADD



Rumali Roti

\$4.49

ADD

Biryanis/Pulavs

- 

Veg-Dum Biryani
Vegetables cooked with rice with spices. Served with yoghurt dip and spicy sauce.

\$13.49

ADD
Customizables
- 

Paneer Biryani
Fragrant basmati rice cooked with succulent paneer cubes and aromatic spices,

\$14.49

ADD
Customizables
- 

Egg Biryani
Boiled egg cooked with vegetables, rice, and spices. Served with yoghurt dip and spicy sauce. Special Instructions Add a note (extra sauce, no onions, etc.)

\$13.99

ADD
Customizables
- 

Chicken-Dum Biryani
Marinated chicken cooked with rice and spices. Served with yoghurt dip and spicy sauce. Special Instructions Add a note (extra sauce, no onions, etc.)

\$14.99

ADD
Customizables
- 

Chicken 65 (Boneless) Biryani
Fragrant basmati rice cooked with succulent boneless chicken 65 pieces and aromatic spices,

\$14.99

ADD
Customizables
- 

Special Chicken Biryani
Fragrant basmati rice cooked with succulent pieces of roasted chicken and aromatic spices,

\$14.99

ADD
Customizables
- 

Mutton-Dum Biryani
Marinated lamb meat cooked with rice and spices. Served with yoghurt dip and spicy sauce. Special Instructions Add a note (extra sauce, no onions, etc.)

\$17.99

ADD
Customizables
- 

Special Mutton Biryani
Fragrant basmati rice cooked with tender mutton, roasted to perfection in flavorful gravy,

\$17.99

ADD
Customizables



Vijayawada Boneless Chicken Biryani

Fragrant basmati rice cooked with succulent boneless chicken pieces and aromatic spices, offering a flavorful and indulgent biryani with a distinctive twist from Vijayawada cuisine."

\$14.99

ADD



Vijayawada Boneless Chicken Pulav

Fragrant basmati rice cooked with succulent boneless chicken pieces and aromatic spices, offering a flavorful and indulgent biryani with a distinctive twist from Vijayawada cuisine."

\$14.99

ADD



Paneer Pulav

Fragrant basmati rice cooked with succulent paneer cubes and aromatic spices, offering a flavorful and satisfying vegetarian one-pot meal

\$13.99

ADD



Guttivankay Pulav

Fragrant basmati rice cooked with stuffed baby eggplants (Gutti Vankaya), aromatic spices, and flavorful gravy,

\$12.99

ADD



Egg Pulav

Fragrant basmati rice cooked with boiled eggs and aromatic spices, offering a flavorful and satisfying one-pot meal

\$13.49

ADD



Mutton Pulav

Fragrant basmati rice cooked with succulent pieces of roasted mutton and aromatic spices,

\$15.99

ADD



Chicken Pulav

Fragrant basmati rice cooked with succulent pieces of roasted chicken and aromatic spices,

\$13.99

ADD



Gongura Chicken Biryani

Fragrant basmati rice cooked with succulent chicken pieces and tangy Gongura (sorrel) leaves, infused with aromatic spices,

\$14.99

ADD



42875 grand river ave, Novi MI 48375



Gongura Mutton Biryani

Fragrant basmati rice cooked with tender mutton and tangy Gongura (sorrel) leaves, infused with aromatic spices,

\$16.99

ADD



Veg Pulav

Fragrant basmati rice cooked with assorted vegetables and aromatic spices,

\$9.99

ADD



Thalapakattu Goat Biryani

\$16.99

Unavailable



Ambur Biryani

\$14.99

Unavailable

Rice



Sambar Rice

Sambar rice is a dish made with lentils, rice, mixed vegetables, spices & herbs. It is a delicious, flavorful & protein packed dish that is also healthy & nutrient dense.

\$9.99

ADD

Customizables



Jeera Rice

Jeera rice or Zeera rice is an Indian and Pakistani dish consisting of rice and cumin seeds. It is a popular dish in North India and Pakistan as an everyday rice dish.

\$9.99

ADD



Curd Rice

Curd rice, also known as thayir saddam, dahi chawal and daddojanam. A very simple dish made using the most basic ingredients, curd and rice with an authentic South-Indian tempering.

\$8.99

ADD



Kodi Pappu Charu (Chicken)

Chicken Sambar rice is a dish made with cooked chicken, lentils, rice, mixed vegetables, spices & herbs. It is a delicious, flavorful & protein packed dish that is also healthy & nutrient dense.

\$12.99

ADD

Customizables



Mamsam Pappu Charu (Mutton)

Goat Sambar rice is a dish made with cooked goat, lentils, rice, mixed vegetables, spices & herbs. It is a delicious, flavorful & protein packed dish that is also healthy & nutrient dense.

\$14.99

ADD

Customizables



Plain Rice

boiled rice

\$2.99

ADD

Indo-Chinese



Chicken/Egg Schezwan Fried Rice

\$13.99

ADD

Customizables



Veg Noodles

Wok-tossed with carrots, peas, green onion and mixed with noodles

\$13.99

ADD

Customizables



Veg Schezwan Noodles

Wok-tossed with carrots, peas, green onion in Schezwan sauce and mixed with noodles

\$12.49

ADD

Customizables



Veg Fried Rice

Wok-tossed with carrots, peas, green onion and mixed with rice

\$13.99

ADD

Customizables



Veg Schezwan Fried Rice

Wok-tossed with carrots, peas, green onion in Schezwan sauce and mixed with rice

\$12.49

ADD

Customizables



Paneer Fried Rice

Wok-tossed with paneer, carrots, peas, green onion and mixed with rice

\$15.49

ADD

Customizables

	Egg Noodles Wok-tossed with scrambled egg, carrots, peas, green onion and mixed noodles \$14.49	ADD Customizables
	Egg Schezwan Noodles Wok-tossed with egg, carrots, peas, green onion in Schezwan sauce and mixed with noodles \$14.49	ADD Customizables
	Egg Fried Rice Wok-tossed with egg, carrots, peas, green onion and mixed with rice \$14.49	ADD Customizables
	Egg Schezwan Fried Rice Wok-tossed with egg, carrots, peas, green onion in Schezwan sauce and mixed with rice \$14.49	ADD Customizables
	Chicken Noodles Wok-tossed with chicken, carrots, peas, green onion and mixed with noodles \$14.99	ADD Customizables
	Chicken Schezwan Noodles Wok-tossed with chicken, carrots, peas, green onion in Schezwan sauce and mixed with noodles \$15.99	ADD Customizables
	Chicken Fried Rice Wok-tossed with chicken, carrots, peas, green onion and mixed with rice \$13.99	ADD Customizables
	Chicken Schezwan Fried Rice Wok-tossed with chicken, carrots, peas, green onion in Schezwan sauce and mixed with rice \$12.99	ADD Customizables



42875 grand river ave, Novi MI 48375



Chicken Manchuria Fried Rice

Wok-tossed with chicken, carrots, peas, green onion in Manchurian sauce and mixed with rice

\$15.99

ADD

Customizables

Kati Rolls



Veggie Kati Rolls

Made with homemade spread and served with Salad

\$7.99

ADD

Customizables



Delhi Belly Paneer Kati Roll

Paneer strip dipped into creamy peppers and onions medley. 3 rolls served with side of beans and chickpeas salad. Comes with paneer rolled with onions, peppers, and cabbage with special mint cream base sauce into...

\$9.49

ADD

Customizables



Paneer Tikka Kati Roll

Paneer strip dipped into tikka masala. 3 rolls served with side of beans and chickpeas salad. Comes with paneer rolled with onions, peppers, and cabbage with special mint cream base sauce into flaky Indian...

\$9.49

ADD

Customizables



Achari Paneer Kati Roll

Made with homemade spread and served with Salad

\$9.49

ADD

Customizables



Chicken Tikka Kati Rolls

Chicken strip dipped into tikka masala. 3 rolls served with side of beans and chickpeas salad. Comes with chicken rolled with onions, peppers, and cabbage with special mint cream base sauce into flaky Indian...

\$9.49

ADD

Customizables



Achari Chicken Kati Roll

Made with homemade spread and served with Salad

\$9.49

ADD

Customizables



Anda Classic Chicken Calcutta Roll

Chicken strip dipped into creamy pepper and onions medley sauce and omelette. 3 rolls served with side of beans and chickpeas salad. Comes with chicken rolled with onions, peppers, and cabbage with special mint...

\$9.49

ADD

Customizables

Desi Burgers



Veggie Cheese Burger

Made with homemade spread and served with Chips

\$7.99

Unavailable

Customizables



Paneer Tikka Burger

Made with homemade spread and served with Chips

\$9.49

ADD

Customizables



Masaedar Paneer Burger

Paneer strips dipped into spicy tomato cilantro based sauce. Comes with side potato chips. We use spicy mayonnaise.

\$9.49

ADD

Customizables



Butter Chicken Tikka Burger

Chicken strip dipped in tikka masala sauce. Comes with side potato chips. We use spicy mayonnaise.

\$10.99

ADD

Customizables



Spiced Lamb Burger

Spicy minced lamb meat patty well cooked. Comes with side potato chips. We use spicy mayonnaise.

\$12.99

ADD

Customizables



Spicy Chicken Burger

\$10.49

ADD

Tosa



Veggie Tosa

Served with Salad

\$8.49

ADD

Customizables



42875 grand river ave, Novi MI 48375

- 

Chennai Express (Panner) Tosa
Paneer strip dipped into tomato cilantro based sauce. Comes with 2 tosa rolls. Served with beans and chickpeas salad. Tosa is a taco filling with mint creamy dressing.

\$9.49

ADD
Customizables
- 

Paneer Tikka Tosa
Paneer strip dipped into tikka masala. Comes with 2 tosa rolls. Served with beans and chickpeas salad. Tosa is a taco filling with mint creamy dressing.

\$9.99

ADD
Customizables
- 

Chicken Tikka Tosa
Chicken strips dipped into tikka masala sauce. Comes with 2 tosa rolls. Served with beans and chickpeas salad. Tosa is a taco filling with mint creamy dressing.

\$9.49

ADD
Customizables

Pasta

- 

Paneer Tikka Pasta

\$11.49

ADD
- 

Chicken Tikka Pasta

\$11.99

ADD
- 

Shrimp Tikka Pasta

\$11.99

ADD

Momos

- 

Tandoori Veg Momos (10 Pcs)
Steamed veg dumplings and tossed into tandoori sauce. Momos are steamed dumpling cooked and tossed into your choice of sauce.

\$13.99

ADD
Customizables



42875 grand river ave, Novi MI 48375



Manchurian Chicken Momos (10 Pcs)

Steamed chicken dumplings and tossed into manchurian sauce. Momos are steamed dumpling cooked and tossed into your choice of sauce.

\$12.99

ADD

Customizables



Tandoori Chicken Momos (10pcs)

Steamed chicken dumplings and tossed into tandoori sauce. Momos are steamed dumpling cooked and tossed into your choice of sauce.

\$14.99

ADD

Customizables

Tacos



Paneer Manchurian Taco

Marinated paneer strip dipped into manchurian sauce. Taco garnish with cabbage, onions, and creamy cilantro and spicy chipotle sauce.

\$3.99

ADD

Customizables



Chicken 65 Tacos

Marinated chicken nuggets dipped into 65 sauce. Taco garnish with cabbage, onions, and creamy cilantro and spicy chipotle sauce.

\$4.99

ADD

Customizables



Samosa Chat Taco

\$3.49

ADD

Little Dino Menu



Kids Veg Noodle

\$7.99

ADD

Customizables



Kids Veg Fried Rice

\$7.99

ADD

Customizables



42875 grand river ave, Novi MI 48375

- 

Kids Chicken Noodle

\$8.99

ADD
Customizables
- 

Kids Chicken Fried Rice

\$8.99

ADD
Customizables
- 

Kids Cheese Dosa

\$7.99

ADD
- 

Kids Chocolate Dosa

\$7.99

ADD

Dosa, Idly, & Vada

- 

Steamed Idly
Soft and fluffy South Indian rice cakes, made from fermented rice and lentil batter,

\$6.99

ADD
- 

Medhu Vada
Crispy and golden-brown South Indian lentil fritters, with a fluffy interior, offering a savory and satisfying snack served with chutneys and sambar.

\$6.99

ADD
- 

Sambar Vada
Crispy and golden-brown South Indian lentil fritters, with a fluffy interior, offering a savory and satisfying snack served with chutneys and sambar.

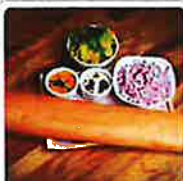
\$6.99

ADD
- 

Plain Dosa
Thin, crispy South Indian crepe made from fermented rice and lentil batter, cooked to golden perfection on a hot griddle,

\$10.99

ADD

	Onion Dosa A savory South Indian crepe infused with finely chopped onions and spices, offering a flavorful and aromatic twist on the traditional dosa	\$11.99	ADD
	Masala Dosa A classic South Indian crepe filled with a spiced potato filling, offering a delightful blend of savory flavors and crispy texture,	\$11.99	ADD
	Onion Masala Dosa A savory South Indian crepe filled with a spiced potato and onion mixture, offering a flavorful and aromatic twist on the traditional masala dosa,	\$10.99	ADD
	Spring Dosa A vibrant South Indian crepe filled with a colorful medley of vegetables, offering a fresh and flavorful twist on the traditional dosa	\$10.99	ADD
	Guntur Karam Dosa A spicy and flavorful South Indian crepe infused with Guntur chilli paste, offering a fiery twist on the traditional dosa	\$10.99	ADD
	Rameswaram Cafe Style Dosa	\$10.99	ADD

Desserts

	Gulab Jamun Soft and spongy milk solids, fried to golden perfection and soaked in a fragrant sugar syrup,	\$4.99	ADD
	Rasamalal (2 Pcs)	\$2.99	ADD

- 

Gulkand Paan Ladoo
Sweet and aromatic ladoos made from dried fruits, nuts, and Gulkand (rose petal preserve), infused with flavors of Paan (betel leaf)

\$2.99

Unavailable
- 

Rabdi Tres Leches
A decadent fusion dessert combining the richness of Indian Rabdi with the lightness of Tres Leches cake, soaked in a three-milk mixture and topped with creamy Rabdi

\$4.99

ADD
- 

Rabdi Gulab Jamun
Soft and spongy Gulab Jamun immersed in creamy and rich Rabdi, offering a decadent and indulgent Indian dessert with the perfect balance of sweetness and creaminess

\$4.99

ADD
- 

Chocolate Pastry
Cake slice flavored with chocolate mousse

\$3.99

ADD
- 

Pineapple Pastry
Cake piece flavored with sweetened pineapple pieces and fresh cream

\$3.99

ADD
- 

Butterscotch Pastry
Cake slice flavored with Butterscotch chips & caramel

\$3.99

ADD
- 

Mango Pastry
Cake slice flavored with Mango mousse

\$3.99

ADD
- 

Strawberry Pastry

\$3.99

ADD



42875 grand river ave, Novi MI 48375



Chocolate Cupcake

\$3.99

ADD

Shakes / Drinks



Sweet Lassi

Mango yogurt drink.

\$3.99

ADD

Customizables



Soft Drinks

Any one of Thums up, Sprite, Coco Cola, Diet Coke

\$1.99

ADD

Customizables



Chickoo Milk Shake

Sapodilla dates milkshake.

\$4.99

ADD



Mango Lassi

\$4.99

ADD

Chats



Pani Puri (7Pcs)

Indian style snack

\$7.99

ADD



Bhel Puri

\$5.99

ADD



42875 grand river ave, Novi MI 48375

	Aloo Tikki Chat (1 Pc)	
	\$5.99	ADD
	Papdi Chat	
	\$5.99	ADD
	Samosa Chat	
	\$6.99	ADD
	Pav Bhaji	
	\$7.99	ADD
	Chole Bhatura	
	\$8.99	ADD
	Spl Samosa Chat	
	\$7.99	ADD
	Spl Aloo Tikki Chat	
	\$7.99	ADD

Platters

	Veg Curry Platter	
	\$10.99	Unavailable

	Chicken Curry Platter	\$11.99	Unavailable
	Lamb Curry Platter	\$12.99	Unavailable

Evening Snacks

	Punugulu	\$5.99	ADD
	Onion Pakoda	\$5.99	ADD
	Cut Mirchl	\$5.49	ADD
	Mirchl Bajji	\$5.49	ADD
	Mirchl Bajji With Onion	\$5.99	ADD
	Egg Bonda	\$4.99	Unavailable



Mysore Bonda
\$6.99

ADD

Mandi



1P Chicken Mandi
\$18.99

Unavailable



1P Juicy Chicken Mandi
\$19.99

ADD



1P Juicy Mutton Mandi
\$21.99

ADD



2P Chicken Juicy Mandi
\$36.99

ADD



2P Mutton Juicy Mandi
\$39.99

ADD



2Piece Chicken Fry Mandi
\$35.99

ADD



3Piece Chicken Fry Mandi
\$46.99

ADD

	4Piece Chicken Fry Mandi	\$58.99	ADD
	3P Mutton Juicy Mandi	\$55.99	ADD
	4P Mutton Juicy Mandi	\$66.99	ADD
	Mini Bahuball(2P Chicken,1P Mutton, Shrlmp, Fish)	\$60.99	ADD
	Bahuball Mandi	\$99.99	ADD
	3P Chicken Julcy Mandi	\$48.99	ADD
	4P Chicken Julcy Mandi	\$62.99	ADD

Frankie's & Sandwich

	Veg Cheese Grilled Sandwich	\$9.99	ADD
---	------------------------------------	---------------	------------

- 

Chicken Cheese Grilled Sandwich

\$10.99

ADD
- 

Chicken Frankle

\$11.49

ADD
- 

Paneer Bhaji Frankle

\$10.99

ADD
- 

Paneer Bhaji Cheese Grilled Sandwich

\$9.99

ADD
- 

Egg Frankle

\$9.99

ADD
- 

Chicken Shawarma

\$11.99

ADD

Combo Lunchbox

- 

Veg Combo Lunchbox

\$13.99

ADD
- 

Chicken Combo Lunchbox

\$14.99

ADD



Goat Combo Lunchbox

\$16.99

ADD

Combos



Chicken Combo (Chicken Biryani Chicken 65 Hariyali Chicken Kebabs)

\$20.99

ADD



Mutton Combo (Mutton Dum Biryani, Chicken Appetizer, Chefs Special Kebab)

\$22.99

ADD



Veg Combo(Veg Dum Biryani, Chefs Special Apptizer, 2 Onion Samosa, Sweet)

\$17.99

ADD

FIT-MENU



Fit-Bombay Chicken Sandwich

\$11.99

ADD



FIT-Grilled Paneer Sandwich

\$11.99

ADD



FIT-Chicken Tikka Shred Wrap

\$14.49

ADD



42875 grand river ave, Novi MI 48375

- 

FIT-Flexl Panner Wrap

\$14.49

ADD
- 

FIT- Power Grilled Paneer

\$12.99

ADD
- 

FIT- Tandoori Chicken

\$13.99

ADD
- 

FIT- Herb Hulk Chicken(Harylyalli)

\$14.49

ADD

DD Specials

- 

Samosa Combo (Samosa (3P) + Small Tea)

\$5.99

ADD

Weekend Specials

- 

Nattu Kodi Curry

\$16.49

ADD
- 

Assorted Tandoori Wings 6pcs

\$15.99

ADD



42875 grand river ave, Novi MI 48375

	Ragi Sangatl With Chicken Curry	\$16.49	ADD
	Goat Liver Vepudu	\$16.49	ADD
	Sea Food Omelette	\$10.99	ADD
	Mutton Thalapakatti Biryani	\$17.49	ADD



42875 grand river ave, Novi MI 48375



cityofnovi.org

Receipt: 14406

08/19/25

Page

The sum of: \$2,260.00

MASHUSUDHAN RAO SUNDARA

12034 LAVENDER DR
PLAIN CITY OH 43064

LIQUOR LL APPLICATION, 6 MEMBER FEES

2,260.00

Total 2,260.00

TENDERED:

CHECKS

127

2,260.00

Signed: _____

MEMORANDUM



TO: Melissa Morris, Deputy City Clerk

FROM: Charles Boulard, Director of Community Development *CB*

SUBJECT: DESI DISTRICT LIQUOR LICENSE TRANSFER

DATE: 09/24/25

The property located at **42875 GRAND RIVER AVE 104** has received a Special Inspection permit (**PSI25-0093**) for the purpose of:

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

From a building safety standpoint, the Building Division does not object to the proposed license transfer, subject to inspection approvals prior to occupancy. Should you have any further questions with regards to this matter please feel free to contact me at (248) 347-0423.



August 19, 2025

CITY COUNCIL

Mayor

Justin Fischer

Mayor Pro Tem

Laura Marie Casey

Dave Staudt

Brian Smith

Ericka Thomas

Matt Heintz

Priya Gurumurthy

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

FROM: Andrew Copeland – Fire Marshal

SUBJECT: -Liquor Business License–
**DD Novi LLC,
42875 Grand River (Luna Properties)**

City Manager

Victor Cardenas

City Clerk

Cortney Hanson

The above Liquor License application is recommended for a "CONDITIONAL APPROVAL" that when the remodel/construction for the business been completed, it MUST be inspected and approved by the Fire Marshal and or his designee for a certificate of completion.

The fire department does not have any objections to this Liquor License conditional approval at this time.

Sincerely,

A handwritten signature in black ink that reads "Andrew Copeland". The signature is fluid and cursive, with the first and last names being clearly legible.

Andrew Copeland – Fire Marshal
City of Novi Fire Department

cc. file

City of Novi

45175 Ten Mile Road
Novi, Michigan 48375
248.347.0460
248.347.0577 fax

cityofnovi.org

MEMORANDUM



TO: CORTNEY HANSON, CITY CLERK
FROM: ERICK W. ZINSER *EZ*
DIRECTOR OF PUBLIC SAFETY / CHIEF OF POLICE
INITIATED BY: MICHAEL BENDER, DETECTIVE *MB*
SUBJECT: CLASS C LIQUOR LICENSE TRANSFER APPLICATION,
DD NOVI, LLC
DATE: AUGUST 27, 2025

Liquor License Request:

DD Novi has entered into an agreement to purchase certain Class and SDM liquor licenses from Luna Properties Novi, LLC. Luna Properties is selling the liquor license for \$10 pursuant to a certain lease agreement between DD Novi as tenant and Luna Properties as landlord. In connection with the purchase of the liquor license, DD Novi has filed an application with the Michigan Liquor Control Commission to transfer ownership of the liquor license, an SDM license, Sunday Sales Permit, Entertainment Permit and an Outdoor Service Area Permit. DD Novi will do business as "Desi District", and will be located at 42875 Grand River Avenue, Suite 201, Novi, MI.

Applicant/Background Information:

DD Novi is owned by Madhu Sundara, Sai Bandaru, Radhika Mukka, Srinivas Madhamshetti, Venkat Gangadar, and Supriya Thota. The members of DD Novi are comprised of three married couples. Desi District will be a family business in every sense. Members Radhika Mukka and Sam Madhamshetti currently own and operate several similarly licensed establishments in Ohio and Virginia.

Theme of Business:

DD Novi plans to renovate the interior of space. Desi District is a vibrant combination of Indian market and full-service restaurant, offering authentic regional cuisine alongside a curated selection of South Asian groceries and specialty items. The restaurant provides a modern, family-friendly atmosphere where guests can enjoy traditional Indian flavors, while the market serves as a cultural hub for the community.

Criminal History:

An ICHAT inquiry revealed no criminal history for these applicants.

Civil History:

A CLEAR inquiry revealed no civil history for these applicants.

Oakland County Treasurer's Office

There are no prior delinquent taxes at this location.

Financial Review:

Based upon the financial data provided by the applicant, no issues were found to prevent the liquor license application process from proceeding. The business will be purchased for \$995,010.00, which will be funded by capital contributions from all applicants/members.

Summary:

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

C: Victor Cardenas, City Manager



CITY OF NOVI CITY COUNCIL
OCTOBER 6, 2025

SUBJECT: Approval of the 2025-2026 Winter Maintenance Agreement between the City of Novi and the Road Commission for Oakland County.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

KEY HIGHLIGHTS:

- The following RCOC roads within city limits- Beck, Grand River, Novi, Ten Mile, and Twelve Mile- would be cleared by the City.
- The RCOC would maintain responsibility of the following boundary roads- Haggerty, Napier, Eight Mile, Fourteen Mile, and Pontiac Trail.

BACKGROUND INFORMATION:

Over the past several winter seasons, the Department of Public Works has demonstrated the ability to provide motorists with a high level of winter maintenance services. Each season DPW crews clear ice and snow from major roads and neighborhood streets within the city's jurisdiction; as well as from selected county roads inside city limits. Accordingly, the City must enter into an annual agreement with the Road Commission for Oakland County (RCOC) to provide enhanced winter maintenance services on selected county roads.

Similar to years past, Novi DPW will maintain the following five county roads this winter. These roads are part of the 2025-2026 Winter Maintenance Agreement as depicted on the attached map:

Road	From	To	Centerline Miles	Reimbursement to City
Beck Road	Grand River Avenue	Twelve Mile Road	0.44	\$3,560.68
Grand River Avenue	Wixom Road	Haggerty Road	5.27	\$42,647.26
Novi Road	Eight Mile Road	Twelve Mile Road	3.96	\$29,701.97
Ten Mile Road	Haggerty Road	Napier Road	6.06	\$35,297.59
Twelve Mile Road	Beck Road	Haggerty Road	4.06	\$28,866.96
		Total	19.79	\$140,074.46

The City would be responsible for snow and ice control as agreed upon by the RCOC and the City of Novi, effective upon execution of the agreement for the 2025-2026 winter season. Performing winter maintenance on county roads at the city limits (Haggerty, Napier, Eight Mile, Fourteen Mile, and Pontiac Trail) would remain the RCOC's responsibility.

In FY 2024-25, City expenditures totaled \$187,210 to clear 19.79 centerline miles of Oakland County roadways, which was offset by \$134,686.94 in Act 51 revenue from Oakland County. RCOC increased the annual reimbursement amount by \$5,387.52 or 4%, raising the 2025-2026 revenue total to \$140,074.46.

The table below shows the revenue and expenditures for clearing County roads over the past three winters:

	FY 2022/23	FY 2023/24	FY 2024/25
Revenue from RCOC	\$126,955	\$130,764	\$134,687
Expenditures	\$150,337	\$91,573	\$187,210
Variance	\$(23,382)	\$39,191	\$(52,523)

Funding variances are attributed to the fluctuation of winter weather conditions, labor, material, and equipment expenditures required to provide this service. Because of the ability to enter into the agreement, motorists experience safer roadways throughout winter storm events and are provided a high standard of customer care.

To offset costs of performing snow removal services on roadways under RCOC's jurisdiction, the City will receive reimbursement in two increments: 50% (\$70,037.23) in December 2025 and 50% (\$70,037.23) in March 2026. Reimbursement funding is based on a pro-rated amount of Act 51 gas tax revenue the RCOC receives from the State of Michigan, and will be paid to the City in full as part of the agreement. The City Attorney has reviewed the agreement and found no legal impediment to its execution (Beth Saarela, September 17, 2025).

RECOMMENDED ACTION: Approval of the 2025-2026 Winter Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for snow and ice control on selected county roads in Novi, and adoption of a resolution authorizing Novi to provide winter maintenance of selected county roads.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION 2025-2026 WINTER MAINTENANCE AGREEMENT
CITY OF NOVI and ROAD COMMISSION FOR OAKLAND COUNTY

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on October 6, 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 has determined that it is desirable to enter into an Agreement with the Road Commission for Oakland County to perform snow and ice removal operations on Beck Road from Grand River Avenue to Twelve Mile Road, Grand River Avenue from Haggerty Road to Twelve Mile Road, Novi Road from Eight Mile Road to Twelve Mile Road, Ten Mile Road from Haggerty Road to Napier Road, and, Twelve Mile Road from Beck Road to Haggerty Road.

WHEREAS; entering into a formal one-year agreement is necessary to facilitate the transfer of jurisdiction from the Road Commission of Oakland County to the City of Novi for said ice and snow removal operations on the designated roadways within the City limits of Novi, and,

WHEREAS; the Road Commission for Oakland County will reimburse to the City of Novi a total of \$140,074.46 for maintaining 19.79 miles, said compensation calculated and agreed to by the Road Commission for Oakland County as fair and equitable compensation for snow and ice removal operations on County roads within the City of Novi.

NOW, THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Council for the City authorize the execution of the 2025-2026 Winter Maintenance Agreement with the Road Commission for Oakland County.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

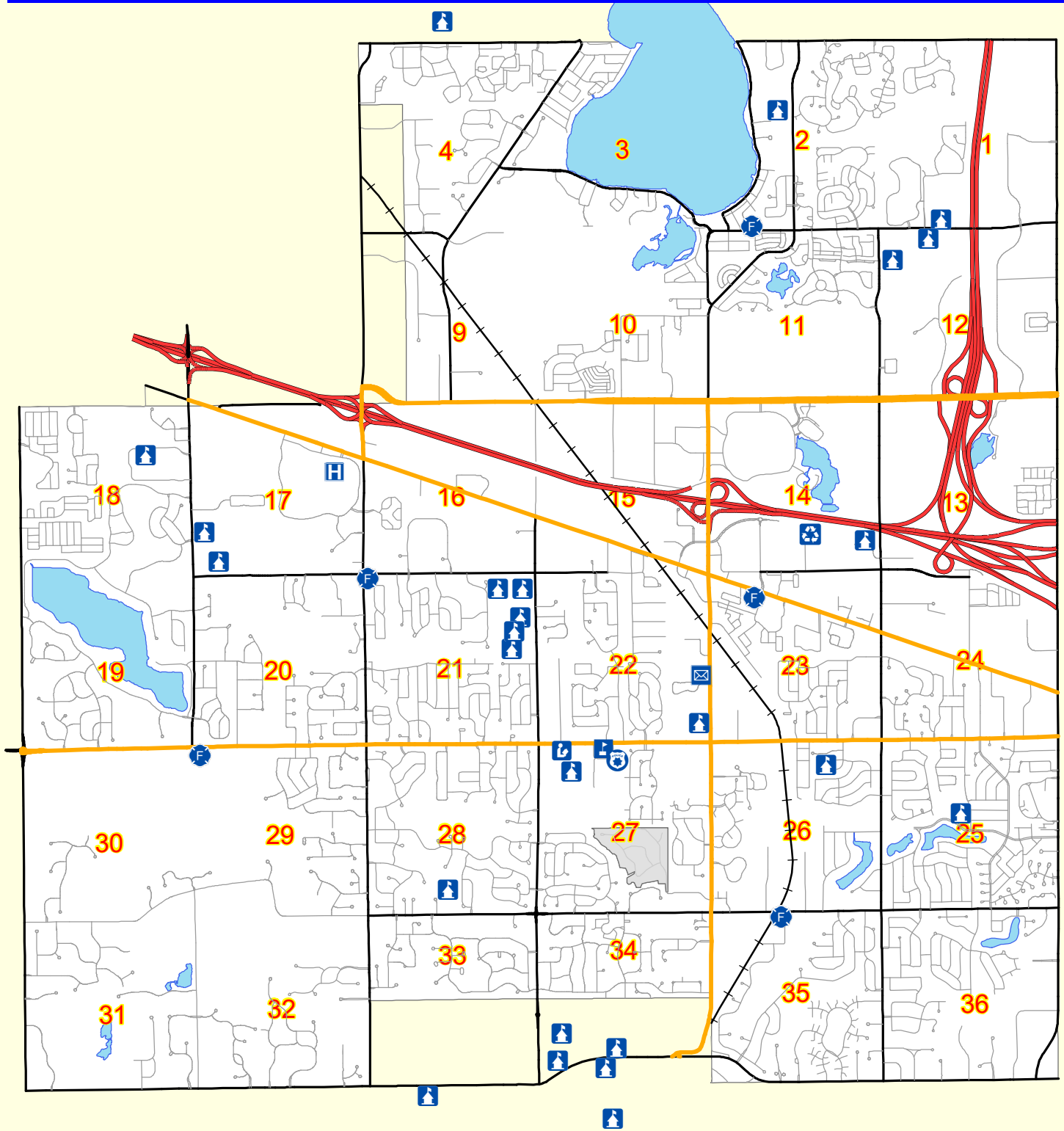
Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 6th day of October, 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

Road Commission for Oakland County Roads Maintained by City of Novi Under 2025-2026 Winter Maintenance Agreement



Map Author: Jon Gartha
Date: September 17, 2025
Project: RCOC Winter Maintenance Agreement
Version #: 1.0

MAP INTERPRETATION NOTICE

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

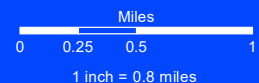
Legend

- RCOC Roads Plowed Under Contract
- Minor Streets
- Major Roads
- Freeway

Beck Road: 0.44 Miles - Grand River Ave to Twelve Mile Rd
Grand River Ave: 5.27 Miles - Haggerty Rd to Twelve Mile Rd
Novi Road: 3.96 Miles - Eight Mile Rd to Twelve Mile Rd
Ten Mile Road: 6.06 Miles - Haggerty Rd to Napier Rd
Twelve Mile Road: 4.06 Miles - Beck Rd to Haggerty Rd



City of Novi
Integrated Solutions Team
Geospatial Resources Division
45175 Ten Mile Rd
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
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

September 17, 2025

Matt Wiktorowski, Field Operations Manager
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: 2025-2026 Winter Maintenance Agreement with Road Commission for Oakland County

Dear Mr. Wiktorowski:

We have received and reviewed the proposed 2025-2026 Winter Road Maintenance Agreement prepared by the Road Commission for Oakland County for the purpose of authorizing payment to the City for the City's maintenance of County roads within the City. In addition to the 4% increase in fees to be paid to the City, RCOC has made the following modifications to the terms of the Agreement:

- The indemnity language has been modified. The City still has governmental immunity under the Agreement. The reason for the change is unclear
- The City is required to notify RCOC of any road defects within 5 days of seeing them
- The City's insurance must notify RCOC of an cancellation or material change (not "endeavor to")

Subject to the above revisions, we see no legal impediment to the City's approval and execution of the 2025-2026 Winter Road Maintenance Agreement.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

Matt Wiktorowski, Field Operations Manager
City of Novi
September 17, 2025
Page 2

EKS

Enclosures

C: Cortney Hanson, Clerk
Jeffrey Herczeg, Public Works Director
Thomas R. Schultz, Esquire



QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Andrea LaLonde
Commissioner

Nancy Quarles
Commissioner

Dennis G. Kolar, P.E.
Managing Director

Gary Piotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer

**Highway Maintenance
Department**

**2420 Pontiac Lake Road
Waterford, MI 48328**

248-858-4881

**FAX
248-858-7607**

www.rcocweb.org

September 10, 2025

Mr. Jeff Herczeg
Public Service, Field Operations
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375-3024

RE: 2025-2026 Winter Maintenance Agreement

Dear Mr. Wiktorowski:

Attached are two copies of a Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Novi.

This 2025-2026 agreement has an increase of 4%, which increases the amount from \$134,686.94 to \$140,074.46.

If this agreement is satisfactory, please electronically send one signed copy of the agreement and the resolution of approval by your City Council to my account assistant Lema Sabbagh, email, lsabbagh@rcoc.org. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please furnish proof that your liability insurance covers this agreement and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. If there are any changes in this coverage during the term of this agreement, we must be notified of these changes. We will also need a current certificate of membership in the Michigan Municipal Workers Compensation Fund.

The Board of Road Commissioners and I extend our appreciation to you, the City Council, and your personnel for the fine work that has been done. We will continue to cooperate in any way to provide our citizens with the best road system possible.

We request that your signed agreement be returned to us no later than the end of November, so that we may present the agreement to our Board prior to the end of the year, which will allow RCOC to make payments per the agreement.

Sincerely,

Darryl M. Heid, P.E.
Director of Highway Maintenance

/ls
Attachment

2025-2026 WINTER MAINTENANCE AGREEMENT
CITY OF NOVI

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement (“Agreement”) is made this ____ day of _____, 2025, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the “Board,” and the City of Novi, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the “City.”

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain winter maintenance of said roads under the terms of this Agreement, and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City will perform Winter Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. “Winter Maintenance,” herein required to be performed by the City, shall mean snow removal and ice control, on all roads listed in Exhibit A, as follows: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel, and ice control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel, together with such other work and services, such as recordkeeping and insurance, required by this Agreement. All Winter Maintenance work and services performed by the City shall be in accordance with the Board’s maintenance guidelines, including the Board adopted Winter Maintenance Guidelines, the Board’s standard practices and this Agreement.

II

The City shall keep accurate and uniform records of all Winter Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of \$140,074.46 as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance. Payments are to be made by the Board to the City as follows:

50% in December 2025
50% in March 2026

The making of said payments shall constitute the Board’s entire obligation in reference to Winter Maintenance.

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees; the County of Oakland; the Office of the Oakland County Water Resources Commissioner and applicable drainage district(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local unit(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Winter Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the Board. Therefore, the City falls within the governmental immunity protection of the Board.

During that part of the year that the City is providing Winter Maintenance under Section I, the City agrees to promptly notify the Board as soon as possible, but not longer than 5 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Winter Maintenance subject to this Agreement

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, employer's liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

Without the prior written consent of the Board, the City shall not cancel, reduce, or fail to renew the insurance coverage required by this Agreement. Certificates of insurance for each policy of insurance required by this Agreement shall provide for 30 days actual (not "endeavor to"), prior, written notice to the RCOC by the insurance carrier of any cancellation, termination, reduction or other material change of the policy; and the City shall deliver such certificates to the RCOC.

VI

The City further agrees to comply with all applicable laws and regulations, including without limitation, laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter

directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or 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 this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2025, and shall continue in full force and effect until a subsequent Winter Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2026, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____,
and by the City by authority of a resolution of its governing body, adopted _____,
(copy attached as Exhibit C).

Witnesses:

CITY OF NOVI
A Municipal Corporation

By: _____

Its: _____

By: _____

Its: _____

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

By: _____

Its: _____

By: _____

Its: _____

WINTER MAINTENANCE**2025-2026****CITY OF NOVI****EXHIBIT A**Beck Road

Extending from Grand River Avenue to Twelve Mile Road

<u>Miles</u>	<u>Cost Per Mile</u>	
0.44	\$8,092.46	\$ 3,560.68

Grand River Avenue

Extending from Wixom to Haggerty

<u>Miles</u>	<u>Cost Per Mile</u>	
5.27	\$8,092.46	\$ 42,647.26

Novi Road

Extending from Eight Mile Road to Twelve Mile Road

<u>Miles</u>	<u>Cost Per Mile</u>	
1.00	\$4,624.26	\$ 4,624.26
0.45	\$6,561.00	\$ 2,952.45
1.55	\$8,092.46	\$ 12,543.31
<u>0.96</u>	<u>\$9,981.19</u>	<u>\$ 9,581.94</u>
3.96		\$ 29,701.97

Ten Mile Road

Extending from Napier Road to Haggerty Road

<u>Miles</u>	<u>Cost Per Mile</u>	
3.15	\$4,624.26	\$ 14,566.42
1.84	\$6,561.00	\$ 12,072.24
<u>1.07</u>	<u>\$8,092.46</u>	<u>\$ 8,658.93</u>
6.06		\$ 35,297.59

12 Mile Road

Extending from Beck Road to Haggerty Highway

<u>Miles</u>	<u>Cost Per Mile</u>	
1.15	\$4,624.26	\$ 5,317.90
<u>2.91</u>	<u>\$8,092.46</u>	<u>\$ 23,549.06</u>
4.06		<u>\$ 28,866.96</u>

Total Miles	19.79	TOTAL	\$140,074.46
-------------	-------	-------	--------------

TWO LANES (\$4,624.26 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
1.00	\$4,624.26	\$ 4,624.26
3.15	\$4,624.26	\$ 14,566.42
<u>1.15</u>	\$4,624.26	<u>\$ 5,317.90</u>
5.30		\$ 24,508.58

THREE LANES (\$6,561.00 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.45	\$6,561.00	\$ 2,952.45
<u>1.84</u>	\$6,561.00	<u>\$ 12,072.24</u>
2.29		\$ 15,024.69

FOUR OR FIVE LANES (\$8,092.46 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.44	\$8,092.46	\$ 3,560.68
5.27	\$8,092.46	\$ 42,647.26
1.55	\$8,092.46	\$ 12,543.31
1.07	\$8,092.46	\$ 8,658.93
<u>2.91</u>	\$8,092.46	<u>\$ 23,549.06</u>
11.24		\$ 90,959.25

SIX OR MORE LANES (\$9,981.19 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.96	\$9,981.19	\$ 9,581.94
<u>Total Miles</u>		
19.79		TOTAL <u>\$140,074.46</u>

50% in December 2025 \$70,037.23

50% in March 2026 \$70,037.23

Total \$140,074.46

EXHIBIT B

2025-2026 WINTER MAINTENANCE AGREEMENT

ROAD COMMISSION FOR OAKLAND COUNTY

INSURANCE PROVISION (CITY)

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. Worker's Compensation and Employer's Liability Insurance: The insurance shall provide worker's compensation protection for the City's employees, to the statutory limits of the State of Michigan, and provide Part B Employers Liability as follows:

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.

- b. Bodily Injury and Property Damage: The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.
1. Bodily Injury and Property Damage Other Than Automobile: The minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Aggregate \$2,000,000
Each Occurrence \$1,000,000	
Aggregate \$2,000,000	

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverages.

2. Bodily Injury Liability and Property Damage Automobiles: The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Each Occurrence: \$1,000,000
Each Occurrence \$1,000,000	

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- c. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- d. The City shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's General Liability Insurance.
- e. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30-day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- f. Reports: The City or its insurance carrier shall promptly report to the Road Commission all of the following events each time as they occur: Claims received, claims investigations made, and disposition of claims.

See provisions of the maintenance agreement to which this Exhibit B is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2025

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 Kapnick Insurance Group 333 Industrial Dr Adrian MI 49221	CONTACT NAME: Kris Cannon PHONE (A/C, No, Ext): 517-265-1886 E-MAIL ADDRESS: kris.cannon@kapnick.com	FAX (A/C, No):
INSURED City of Novi 45175 Ten Mile Road Novi MI 48375	INSURER(S) AFFORDING COVERAGE INSURER A : The Charter Oak Fire Insurance Company INSURER B : The Travelers Indemnity Company INSURER C : Travelers Property Casualty Insurance Company INSURER D : INSURER E : INSURER F :	NAIC # 25615 25658 36161

COVERAGES

CERTIFICATE NUMBER: 863647170

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	ZLP91N79886	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	8101Y581064	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	ZUP91N79898	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE 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)

CG D4 80 02 19 XTEND Endorsement for Public Entities. Written Contract Required.

General Liability - Blanket coverage:

Who is an Insured - Owners, Managers or Lessors of Premises

Blanket Additional Insured - Persons or Organizations for your Ongoing Operations as required by written contract or agreement.

Blanket Waiver of Subrogation

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Road Commission for Oakland County
31001 Lahser Road
Beverly Hills MI 48025

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Kapnick Insurance Group		NAMED INSURED City of Novi 45175 Ten Mile Road Novi MI 48375
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

Umbrella coverage is excess over underlying.

The certificate holder and all agencies specified by the Road Commission, as their interest may appear, Owner's Public Liability Insurance shall be an additional insured with reference to the "2025-2026" Winter Maintenance, Road Commission of Oakland County". A 30-day notice of cancellation applies.



michigan municipal league
Workers' Compensation Fund

Certificate of Membership Proof of Insurance

The Michigan Municipal League Workers' Compensation Fund, approved by the
Director of the Workers' Compensation Agency as a group self-insurer,
certifies that

Novi City of

Policy Number: 5003710-25

is a member in good standing of the Fund, for the year expiring

June 30, 2026

and as such is approved by the Agency as a self-insured.

Employer's Liability coverage of
\$2,000,000 is included.

Michael J Forster

July 1, 2025

Effective Date

Note: This certificate is proof that your entity has complied with the Workers' Disability Compensation Act by becoming a Member of the Michigan Municipal League Workers' Compensation Fund. Copies of this certificate may be provided to third parties as evidence that the required workers' compensation coverage is in place.



CITY OF NOVI CITY COUNCIL
OCTOBER 6, 2025

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement for three single-family Lombardo Homes located on the west side of Novi Road north of 9 Mile Road (parcels: 50-22-27-478-040, 041, and 042).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- This agreement is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site detention basin.

BACKGROUND INFORMATION:

Anywhere Lombardo LLC is requesting approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the three single-family homes located on the west side of Novi Road. The SDFMEA is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site detention basin.

The SDFMEA has been approved by the City Attorney (Beth Saarela, May 1, 2025) and the City's Engineering Consultant, Spalding DeDecker (May 2, 2025). The on-site inspection of the detention basin was approved by the City's Engineering Consultant, Spalding DeDecker (September 16, 2025). The enclosed documents have been reviewed and are recommended for acceptance.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement for three single-family Lombard Homes located on the west side of Novi Road north of 9 Mile Road (parcels: 50-22-27-478-040, 041, and 042).

Novi Road Homes SDFMEA

Location Map

Novi Road Homes
50-22-27-478-040
50-22-27-478-041
50-22-27-478-042

Novi Rd

Map Author: Humna Anjum
Date: 9/24/2025
Project: Novi Road Homes
Version: 1.0

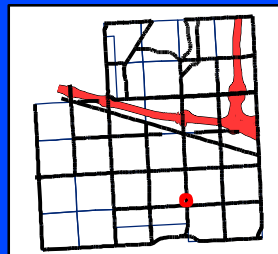
Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

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

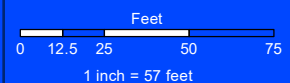
Legend

- Major Roads
- Minor Roads
- Project Location



City of Novi

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



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

May 1, 2025

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

RE: **Novi Road Homes – Lombardo JJ 2024-0086**
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Croy:

We have received and reviewed the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving Novi Road Homes – Lombardo development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The attached exhibits have been reviewed and approved by the City's Consulting Engineer. The Agreement is in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office. We will forward the original to the City Clerk's office upon receipt.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

Enclosure

Ben Croy, City Engineer
City of Novi
May 1, 2025
Page 2

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Barb McBeth, Planner
Lindsay Bell, Planner
Diana Shanahan, Planner
Dan Commer, Planner
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Alyssa Craigie, Administrative Assistant
Ben Croy, City Engineer
Humna Anjum, Project Engineer
Milad Alesmail, Project Engineer
Holly Demers, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Cosimo Lombardo, cosimo@lombardohomes.com
Thomas R. Schultz, Esquire

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT (this "Agreement") is made this ____ day of _____, 2025, by and between ANYWHERE LOMBARDO LLC, a Michigan limited liability company, whose address is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315 ("Lombardo"), NICHOLAS ANDREW LEWIS and MIHO DEMURA-LEWIS, whose address is 408 College Street, Ferndale, Michigan 48220 (together, "Lewis"), and CITY OF NOVI, a Michigan municipal corporation, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (the "City").

RECITATIONS:

- A. Lombardo is the owner of certain parcels of land situated in Section 27 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** as "Parcel B-1" and "Parcel C-1," and Lewis is the owner of a certain parcel of land situated in Section 27 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** as "Parcel D-1." Parcel B-1, Parcel C-1 and Parcel D-1 are referred to collectively as the "Property." The owners from time to time of all or any portion of the Property, together with their respective successors and assigns, are referred to in this Agreement each, individually, as an "Owner," and, collectively, as the "Owners."
- B. Final site plan approval has been issued by the City for construction of a residential development on the Property. The residential development shall contain certain storm drainage, detention and/or retention facilities, including, but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owners hereby covenant and agree that the Owners shall, at their own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owners shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and

repairs for the first three (3) years are described on the attached and incorporated **Exhibit B**. It is acknowledged and agreed that the Owner of Parcel B-1 shall be responsible for coordinating and completing the necessary maintenance and repairs, and shall invoice each of the other Owners for their respective proportionate shares of the cost of such maintenance and repairs, with each Owner being responsible for one-third (1/3) of the total cost.

In the event that the Owners shall at any time fail to carry out the responsibilities specified within this Agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owners 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 Owners an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted on the attached and incorporated **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted on the attached and incorporated **Exhibit D**, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five percent (25%) of the total of all such costs and expenses incurred, shall be paid by the Owners within thirty (30) days of a billing to the Owners. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owners, and, in such event, the Owners shall pay all court costs and reasonable attorneys' fees incurred by the City in connection with such suit.

The Owners, and the Owners' respective agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless the City and the City's elected officials, agents and employees, from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement.

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute

this Agreement and bind the Property as described in the terms and conditions of this Agreement.

Invalidation of any of these covenants or conditions by judgment or court order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This Agreement shall run with the land and be binding upon all Owners, their agents, heirs, successors, assigns and transferees. Upon conveyance of legal title to all or any portion of the Property, the selling party shall be relieved of any further obligations or liabilities hereunder.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Lombardo, Lewis and the City have executed this Agreement as of the day and year first above set forth.

LOMBARDO:

ANYWHERE LOMBARDO LLC, a Michigan limited liability company

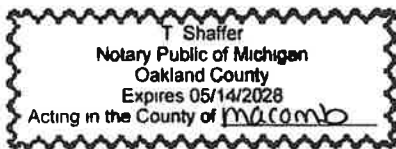
By: [Signature]

Name: Cosimo Lombardo

Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 22nd day of April, 2025, by Cosimo Lombardo, the Authorized Agent of Anywhere Lombardo, LLC, a Michigan limited liability company, on behalf of the limited liability company.



T. Shaffer
Notary Public
Acting in Macomb County, Michigan
My Commission Expires: 5/14/28

LEWIS:

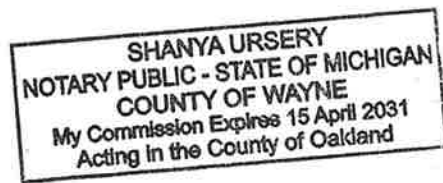
Nicholas Andrew Lewis
NICHOLAS ANDREW LEWIS

Miho Demura-Lewis
MIHO DEMURA-LEWIS

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

The foregoing instrument was acknowledged before me this 27 day of March, 2025, by Nicholas Andrew Lewis and Miho Demura-Lewis.

Shanya Ursery
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 15 April 2031



THE CITY:

CITY OF NOVI, a Michigan municipal
corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2025, by _____, the _____ of
City of Novi, a Michigan municipal corporation, on behalf of the corporation.

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

CONSENT

The undersigned, being the holder of a certain mortgage recorded in the office of the Oakland County Register of Deeds (the "Mortgage"), which encumbers Parcel D-1 as described in the Storm Drainage Facility Maintenance Easement Agreement to which this Consent is attached (the "Agreement"), hereby (a) consents to the recordation in the chain of title to Parcel D-1 of the Agreement in the office of the Oakland County Register of Deeds, and (b) agrees that the Mortgage and the lien of the Mortgage shall be subject to the Agreement and all of the terms and conditions of the Agreement.

LAKE MICHIGAN CREDIT UNION

By: [Signature]
Name: Kurt Tanis
Its: VP of Mort Servicing

STATE OF MICHIGAN)
) ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me this 9th day of April, 2025, by Kurt Tanis, the VP of Mortgage Servicing of Lake Michigan Credit Union, on behalf of the Credit Union.

CHRIS RIVERS
Notary public, State of Michigan
County of KENT
My commission expires 01-Jul-2029
Acting in the County of Kent

[Signature]
Notary Public
Acting in Kent County, Michigan
My Commission Expires: 7-1-2029

Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331	And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Road Novi, MI 48375
--	---

EXHIBIT A

PART OF THE SOUTHEAST 1/4 OF SECTION 27,
T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN,

NOVI HOMESITES

PROPERTY DESCRIPTIONS

(PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 992831, DATED JUNE 15, 2023):

PARCEL B-1

PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, NORTH 00 DEGREES 15 MINUTES 00 SECONDS EAST 653.80 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 00 SECONDS WEST 60.00 FEET; THENCE ALONG THE WESTERLY RIGHT OF WAY OF NOVI ROAD NORTH 00 DEGREES 15 MINUTES 00 SECONDS EAST 6.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 57 MINUTES 00 SECONDS WEST 190.00 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 00 SECONDS EAST 110.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 02 SECONDS EAST TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, 190.00 FEET; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD SOUTH 00 DEGREES 15 MINUTES 00 SECONDS WEST 110.00 FEET TO THE POINT OF BEGINNING.

PARCEL C-1

PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, NORTH 00 DEGREES 15 MINUTES 00 SECONDS EAST 653.80 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 00 SECONDS WEST 60.00 FEET; THENCE ALONG THE WESTERLY RIGHT OF WAY OF NOVI ROAD NORTH 00 DEGREES 15 MINUTES 00 SECONDS EAST 116.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 57 MINUTES 02 SECONDS WEST 190.00 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 00 SECONDS EAST 90.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 02 SECONDS EAST TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD 190.00 FEET; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD SOUTH 00 DEGREES 15 MINUTES 00 SECONDS WEST 90.00 FEET TO THE POINT OF BEGINNING.

PARCEL D-1

PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, NORTH 00 DEGREES 15 MINUTES 00 SECONDS EAST 653.80 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 00 SECONDS WEST 60.00 FEET; THENCE ALONG THE WESTERLY RIGHT OF WAY OF NOVI ROAD NORTH 00 DEGREES 15 MINUTES 00 SECONDS EAST 206.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 57 MINUTES 02 SECONDS WEST 190.00 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 00 SECONDS EAST 93.74 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 02 SECONDS EAST TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD 190.00 FEET; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD SOUTH 00 DEGREES 15 MINUTES 00 SECONDS WEST 93.74 FEET TO THE POINT OF BEGINNING.

CLIENT:
CRANBROOK CUSTOM HOMES
13001 23 MILE ROAD, SUITE 200
SHELBY TOWNSHIP, MICHIGAN 48315
PH: 586.232.9098
ATTN: COSIMO LOMBARDO
cosimo@cranbrockcustomhomes.com

REVISIONS:



SEIBER KEAST LEHNER
ENGINEERING | SURVEYING

CLINTON TOWNSHIP OFFICE
17001 NINETEEN MILE ROAD, SUITE 3
CLINTON TOWNSHIP, MI 48038
586.412.7050

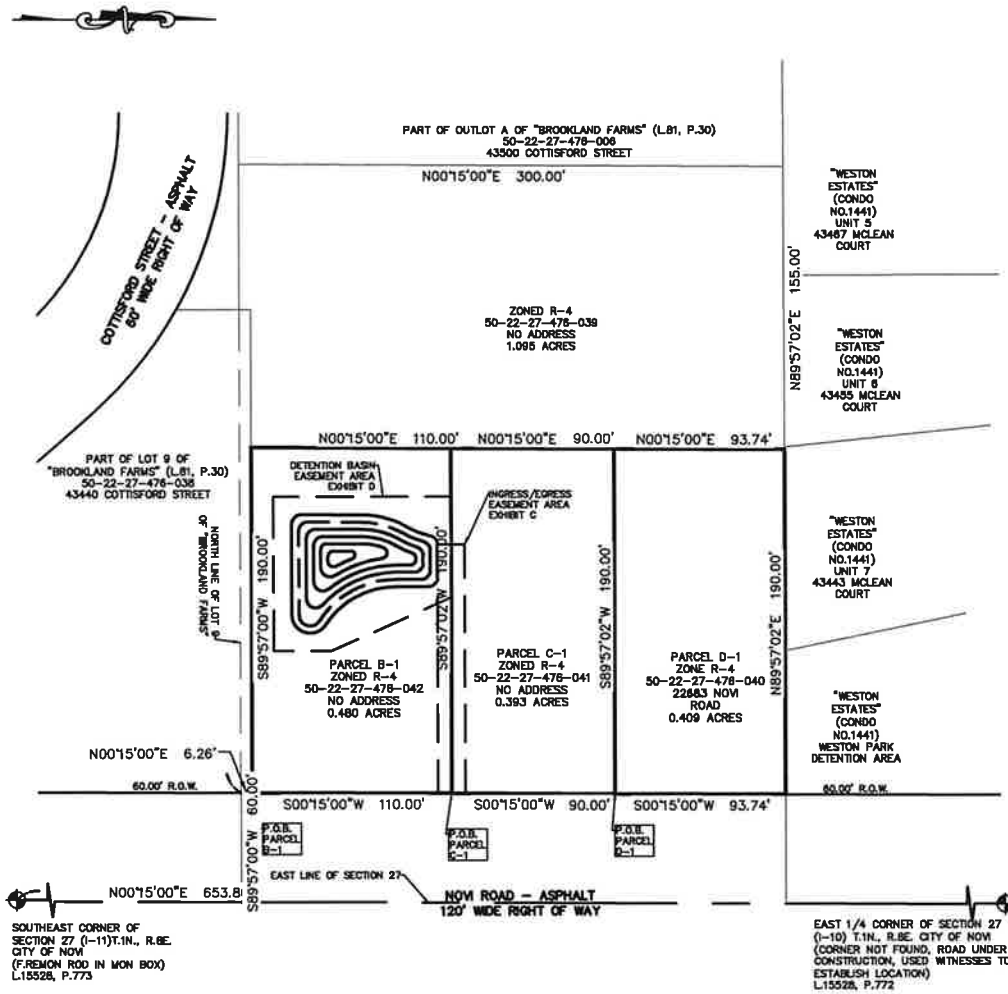
FARMINGTON HILLS OFFICE
39205 COUNTRY CLUB DRIVE, SUITE C8
FARMINGTON HILLS, MI 48331
248.308.3331

NOVI HOMESITES
STORM DRAINAGE MAINTENANCE
EASEMENT AGREEMENT

PROJECT NO: 23-133	DRAWN BY: S.P.
DATE: 10-10-24	CHECK BY: J.K.
SCALE: 1" = XX'	PAGE: 1 OF 2

EXHIBIT A

PART OF THE SOUTHEAST 1/4 OF SECTION 27,
T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN,



CLIENT:
CRANBROOK CUSTOM HOMES
13001 23 MILE ROAD, SUITE 200
SHELBY TOWNSHIP, MICHIGAN 48315
PH. 586.232.9098
ATTN: COSIMO LOMBARDO
cosimo@lombardohomes.com

REVISIONS:

SKL SEIBER KEAST LEHNER
ENGINEERING | SURVEYING

CLINTON TOWNSHIP OFFICE
17001 NINETEEN MILE ROAD, SUITE 3
CLINTON TOWNSHIP, MI 48038
586.412.7050

FARMINGTON HILLS OFFICE
39205 COUNTRY CLUB DRIVE, SUITE C8
FARMINGTON HILLS, MI 48331
248.308.3331

NOVI HOMESITES
STORM DRAINAGE MAINTENANCE
EASEMENT AGREEMENT

PROJECT NO: 23-133	DRAWN BY: S.P.
DATE: 10-10-24	CHECK BY: J.K.
SCALE: 1" = 80'	PAGE: 2 OF 2

EXHIBIT B

PART OF THE SOUTHEAST 1/4 OF SECTION 27,
T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN,

STORM WATER FACILITY	MAINTENANCE ACTION	CORRECTIVE ACTION	ANNUAL ESTIMATED COST FOR MAINTENANCE AND REPAIRS		
			1ST YEAR	2ND YEAR	3RD YEAR
STORM SEWER/OPEN CHANNELS	AFTER EACH STORM THAT MEETS OR EXCEEDS A 10-YEAR STORM EVENT, CHECK FOR PIPING AROUND CULVERTS OR EROSION ADJACENT TO CULVERTS. ENSURE CULVERTS ARE NOT COLLAPSED OR CLOGGED.	IMPLEMENT ENERGY DISSIPATION MEASURES AS NECESSARY TO PREVENT EROSION. REMOVE SEDIMENT AND DEBRIS FROM CHANNELS AND CULVERTS. REPLACE COLLAPSED CULVERTS.	\$125	\$128	\$131
DETENTION BASIN	REGULARLY CHECK OUTLETS FOR CLOGGING AND CLEAN WHEN NECESSARY. REPLACE STONE AROUND STANDPIPE AS NECESSARY. REGULARLY MOW BASIN BANKS. REMOVE SEDIMENT EVERY FIVE TO TEN YEARS OR AS NECESSARY. REMOVE DEBRIS AND EXCESSIVE ALGAE. CHECK FOR ERODED BASIN BANKS.	IMPLEMENT SOIL STABILIZATION MEASURES TO STOP EROSION OF BANKS. REPAIR ERODED BANKS. RESEED BANKS AS NECESSARY.	\$375	\$378	\$381

CLIENT:
CRANBROOK CUSTOM HOMES
13001 23 MILE ROAD, SUITE 200
SHELBY TOWNSHIP, MICHIGAN 48315
PH: 586.232.9098
ATTN: COSIMO LOMBARDO
cosimo@crandbrookhomes.com

REVISIONS:



SEIBER KEAST LEHNER
ENGINEERING | SURVEYING

CLINTON TOWNSHIP OFFICE
17001 NINETEEN MILE ROAD, SUITE 3
CLINTON TOWNSHIP, MI 48038
586.412.7050

FARMINGTON HILLS OFFICE
39205 COUNTRY CLUB DRIVE, SUITE C8
FARMINGTON HILLS, MI 48331
248.308.3331

NOVI HOMESITES
STORM DRAINAGE MAINTENANCE
EASEMENT AGREEMENT

PROJECT NO:
23-133

DRAWN BY:
S.P.

DATE:
10-10-24

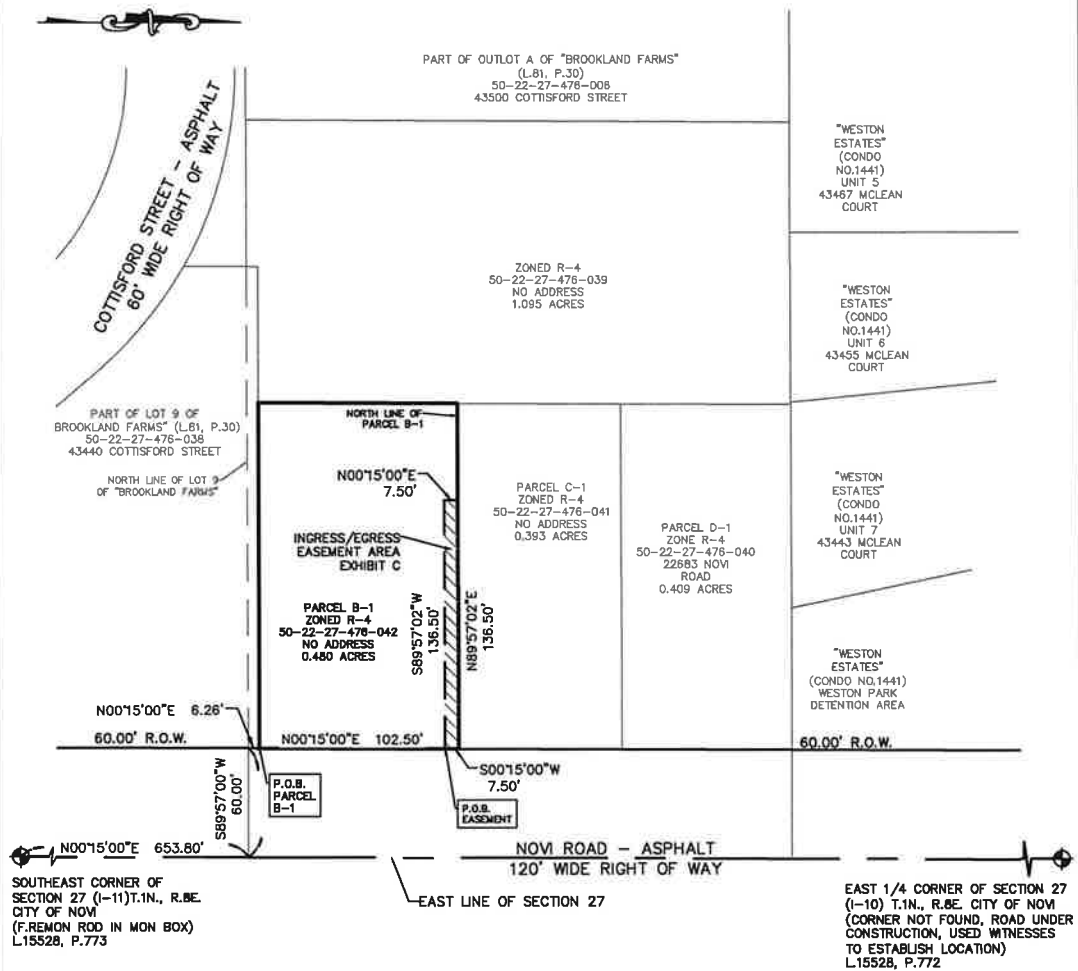
CHECK BY:
J.K.

SCALE:

PAGE:
1 OF 1

EXHIBIT C

PART OF THE SOUTHEAST 1/4 OF SECTION 27,
T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN,

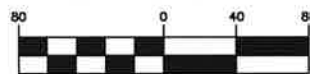


NOVI HOMESITES

DESCRIPTION OF THE INGRESS / EGRESS EASEMENT EXHIBIT C

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, N00°15'00"E 653.80 FEET; THENCE S89°57'00"W 60.00 FEET; THENCE ALONG THE WESTERLY RIGHT OF WAY OF NOVI ROAD N00°15'00"E 6.26 FEET; THENCE CONTINUING N00°15'00"E 102.50 FEET TO THE POINT OF BEGINNING; THENCE S89°57'02"W 136.50 FEET; THENCE N00°15'00"E 7.50 FEET; THENCE N89°57'02"E 136.50 FEET; THENCE S00°15'00"W 7.50 FEET TO THE POINT OF BEGINNING.

GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.

CLIENT:
CRANBROOK CUSTOM HOMES
13001 23 MILE ROAD, SUITE 200
SHELBY TOWNSHIP, MICHIGAN 48315
PH. 586.232.9098
ATTN. COSIMO LOMBARDO
cosimo@lombardohomes.com

REVISIONS:



SEIBER KEAST LEHNER
ENGINEERING | SURVEYING

CLINTON TOWNSHIP OFFICE
17001 NINETEEN MILE ROAD, SUITE 3
CLINTON TOWNSHIP, MI 48038
586.412.7050

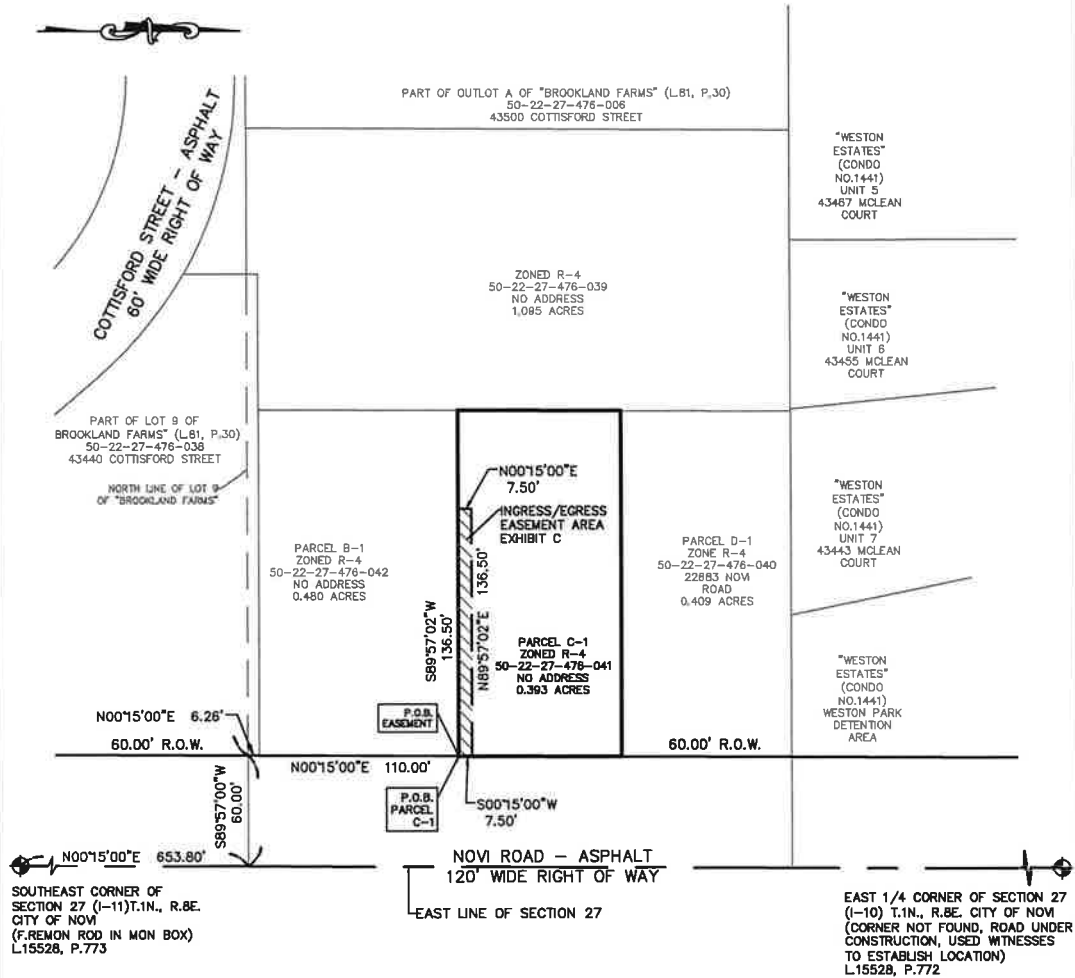
FARMINGTON HILLS OFFICE
39205 COUNTRY CLUB DRIVE, SUITE C8
FARMINGTON HILLS, MI 48331
248.308.3331

NOVI HOMESITES STORM DRAINAGE MAINTENANCE EASEMENT AGREEMENT

PROJECT NO: 23-133	DRAWN BY: S.P.
DATE: 10-10-24	CHECK BY: J.K.
SCALE: 1" = 80'	PAGE: 1 OF 2

EXHIBIT C

PART OF THE SOUTHEAST 1/4 OF SECTION 27,
T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN,

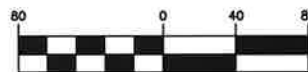


NOVI HOMESITES

DESCRIPTION OF THE INGRESS / EGRESS EASEMENT EXHIBIT C

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, N00°15'00"E 653.80 FEET; THENCE S89°57'00"W 60.00 FEET; THENCE ALONG THE WESTERLY RIGHT OF WAY OF NOVI ROAD N00°15'00"E 6.26 FEET; THENCE CONTINUING N00°15'00"E 110.00 FEET TO THE POINT OF BEGINNING; THENCE S89°57'02"W 136.50 FEET; THENCE N00°15'00"E 7.50 FEET; THENCE N89°57'02"E 136.50 FEET; THENCE S00°15'00"W 7.50 FEET TO THE POINT OF BEGINNING.

GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.

CLIENT:
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SHELBY TOWNSHIP, MICHIGAN 48315
PH. 586.232.9098
ATTN. COSIMO LOMBARDO
cosimo@lombardohomes.com

REVISIONS:



SEIBER KEAST LEHNER
ENGINEERING | SURVEYING

CLINTON TOWNSHIP OFFICE
17001 NINETEEN MILE ROAD, SUITE 3
CLINTON TOWNSHIP, MI 48038
586.412.7050

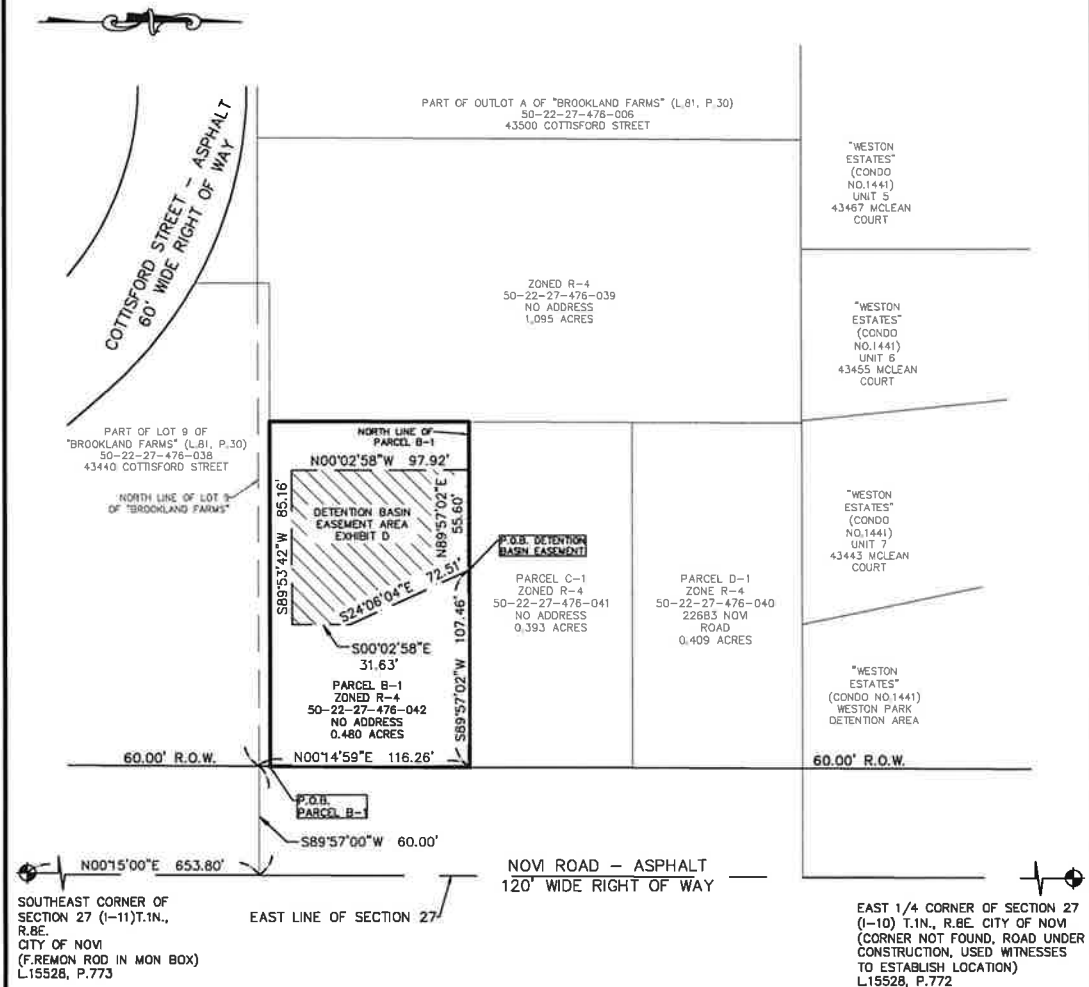
FARMINGTON HILLS OFFICE
39205 COUNTRY CLUB DRIVE, SUITE C8
FARMINGTON HILLS, MI 48331
248.308.3331

NOVI HOMESITES
STORM DRAINAGE MAINTENANCE
EASEMENT AGREEMENT

PROJECT NO: 23-133	DRAWN BY: S.P.
DATE: 10-10-24	CHECK BY: J.K.
SCALE: 1" = 80'	PAGE: 2 OF 2

EXHIBIT D

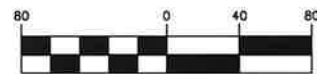
PART OF THE SOUTHEAST 1/4 OF SECTION 27,
T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN,



DESCRIPTION OF DETENTION BASIN EASEMENT:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, TOWN 1, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, THENCE ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVIA ROAD, N00°15'00"E 653.82 FEET; THENCE S89°57'00"W 60.00 FEET TO A POINT ALONG THE WESTERLY LINE OF NOVIA ROAD; THENCE N00°14'59"E 116.26 FEET ALONG WESTERLY LINE OF SAID NOVIA ROAD (120 FEET WIDE); THENCE S89°57'02"W 107.46 FEET ALONG THE NORTH LINE OF PARCEL B-1 TO THE POINT OF BEGINNING; THENCE THENCE S24°06'04"E 72.51 FEET; THENCE S00°02'58"E 31.63; THENCE S89°53'42"W 85.16; FEET; N00°02'58"W 97.92 FEET; THENCE N89°57'02"E 55.60 FEET TO THE POINT OF BEGINNING.

GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.

CLIENT:
CRANBROOK CUSTOM HOMES
13001 23 MILE ROAD, SUITE 200
SHELBY TOWNSHIP, MICHIGAN 48315
PH. 586.232.9088
ATTN. COSIMO LOMBARDI
cosimo@ombardohomes.com

REVISIONS:



**SEIBER KEAST LEHNER
ENGINEERING | SURVEYING**

CLINTON TOWNSHIP OFFICE
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NOVI HOMESITES
STORM DRAINAGE MAINTENANCE
EASEMENT AGREEMENT

PROJECT NO: 23-133

DRAWN BY: S.P.

DATE: 10-10-24

CHECK BY: J.K.

SCALE: 1" = 80'

PAGE: 1 OF 1

May 2, 2025

Ben Croy
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Lombardo Homes/Novi Rd Home Sites - Acceptance Documents Review # 2
Novi # JJ2024-0089
SDA Job No. NV24-219
APPROVED

Dear Mr. Croy:

We have reviewed the below document(s) received by our office on April 30, 2025 against the current submitted site plan. We offer the following comments:

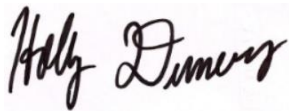
1. **On-Site Storm Sewer and Drainage Easement –** (executed 12-12-23)
Exhibit A (Parcel Description) - Approved
2. **On-Site SDFMEA –** (executed 04-09-25)
Exhibit A (Parcel Description) - Approved.
Exhibit B (Easement Description and Sketch) - Approved
Exhibit C (Easement Description and Sketch) - Approved
Exhibit C (Easement Description and Sketch) - Approved
Exhibit D (Easement Description and Sketch) - Approved

The exhibits do not require further revisions for review. The draft exhibits are approved and ready for execution and City Council acceptance.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER



Holly Demers
Engineer

Cc (via Email): Taylor Reynolds, Ted Meadows, Sydney Waynick, Spalding DeDecker
Ben Croy, City of Novi
Cortney Hanson, City of Novi
Diana Shanahan, City of Novi
Sarah Marchioni, City of Novi
Humna Anjum, City of Novi



Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Angie Sosnowski, City of Novi
Melissa Morris, City of Novi
Alyssa Craigie, City of Novi
Barb McBeth, City of Novi
Lindsay Bell, City of Novi
Ben Nelson, City of Novi
Milad Alesmail, City of Novi
Cosimo Lombardo, Applicant

September 16, 2024

Mrs. Humna Anjum
Project Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

Re: Novi Road Homes
Storm Water Detention System Inspection
Novi SP No.: JJ2024-0089
SDA Job No.: NV24-219

Dear Mrs. Anjum:

This letter is written to notify you that we have reviewed the status of the storm water detention systems including the storm sewer piping, detention basin, and restoration of the storm easement for the above-mentioned project. As a result of this review, we have determined the storm water detention system to be in general conformance with the approved construction plans. We recommend the release of this financial guarantee.

If you have any questions, please do not hesitate to contact us at our office.

Sincerely,

SPALDING DeDECKER

Sydney Waynick

Digitally signed by Sydney
Waynick
Date: 2025.09.16
15:39:15-04'00'

Sydney Waynick
Construction Engineer



CITY OF NOVI CITY COUNCIL
OCTOBER 6, 2025

SUBJECT: Approval of Traffic Controls Order 25-24 through 25-31 for various regulatory signs for Hummingdale Boulevard and Hummingdale Circle within the Beacon Hill subdivision.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Beacon Hill subdivision streets were accepted as public on June 20, 2022.
- Traffic Control Orders for regulatory signs are required.

BACKGROUND INFORMATION:

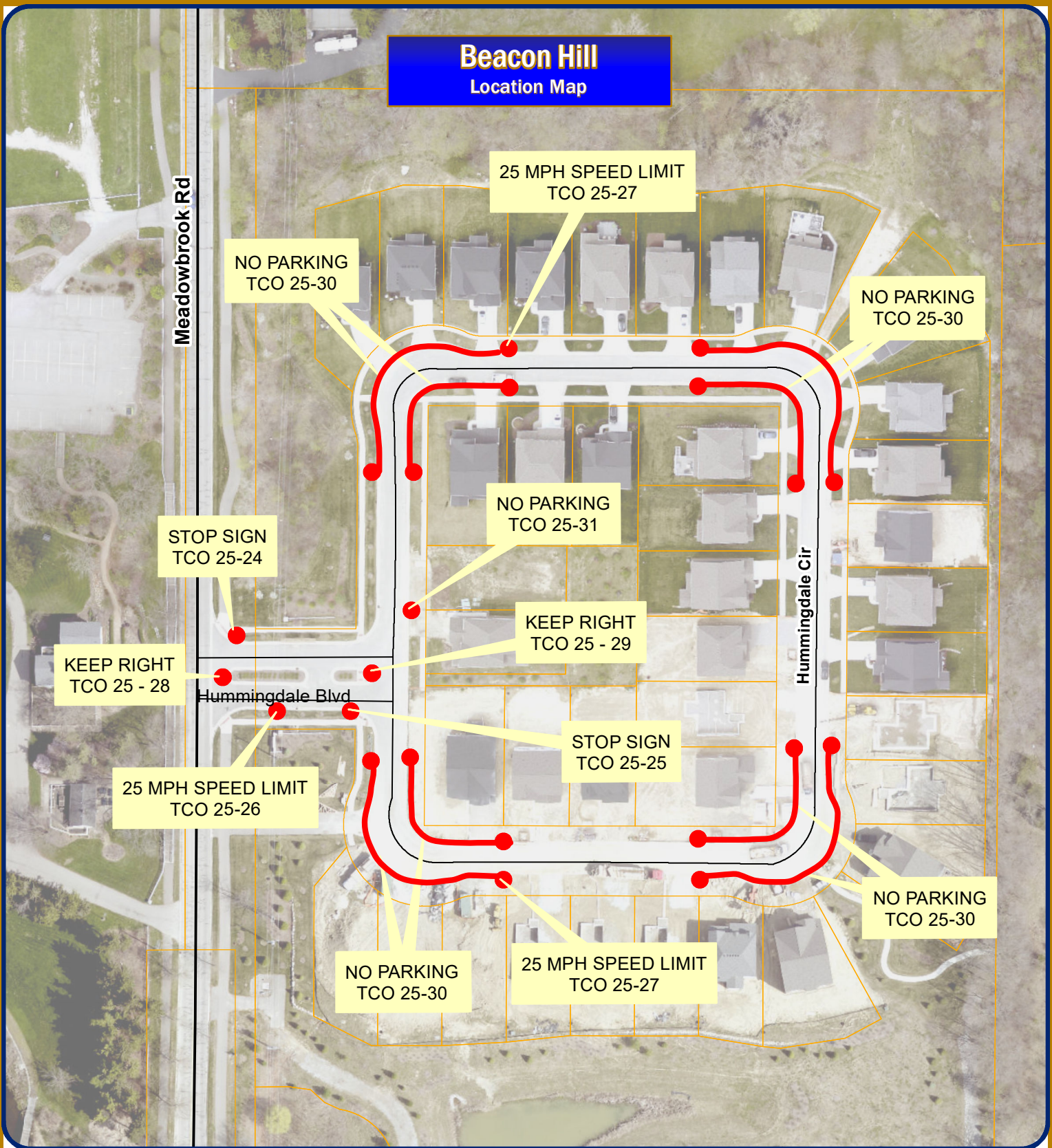
Following acceptance of Hummingdale Boulevard and Hummingdale Circle within the Beacon Hill subdivision on June 20, 2022, the Traffic Control Orders for the following regulatory signs are now being accepted to allow enforcement of the signs.

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

TCO No.	Description
25-24	Westbound Hummingdale Boulevard to Stop at Meadowbrook Road
25-25	Eastbound Hummingdale Boulevard to Stop at Hummingdale Circle
25-26	25 MPH Speed Limit on Hummingdale Boulevard
25-27	25 MPH Speed Limit on Hummingdale Circle
25-28	Keep Right Eastbound Hummingdale Boulevard at Entrance Island
25-29	Keep Right Westbound Hummingdale Boulevard at Entrance Island

25-30	No Parking Along Curves of Hummingdale Circle (4 total)
25-31	No Parking East side of Hummingdale Circle, North of Hummingdale Blvd

RECOMMENDED ACTION: Approval of Traffic Controls Order 25-24 through 25-31 for various regulatory signs for Hummingdale Boulevard and Hummingdale Circle within the Beacon Hill subdivision.



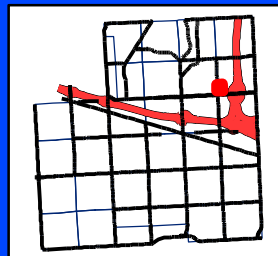
Map Author: Milad Alesmail
Date: 09/22/2025
Project: Beacon Hill
Version: 1.0

MAP INTERPRETATION NOTICE

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

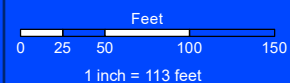
Legend

● Sign Location



City of Novi

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



**CITY OF NOVI
TRAFFIC CONTROL ORDER**

☐ SPEED
☐ PARKING
☒ OTHER

DATE OF ORDER: 10/06/2025

CONTROL NUMBER: 25-24

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

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

HUMMINGDALE BOULEVARD.

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

WESTBOUND HUMMINGDALE BOULEVARD TO STOP AT MEADOWBROOK ROAD.

Ben Croy - Traffic Engineer

Dated: _____

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 25-24 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

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

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON 10/06/2025.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

☐ SPEED
☐ PARKING
☒ OTHER

DATE OF ORDER: 10/06/2025

CONTROL NUMBER: 25-25

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

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

HUMMINGDALE BOULEVARD.

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

EASTBOUND HUMMINGDALE BVLD TO STOP AT HUMMINGDALE CIRCLE.

Ben Croy - Traffic Engineer

Dated: _____

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 25-25 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

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

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON 10/06/2025.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

 X SPEED
 PARKING
 OTHER

DATE OF ORDER: 10/06/2025

CONTROL NUMBER: 25-26

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

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

HUMMINGDALE BOULEVARD.

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

25 MPH SPEED LIMIT ON HUMMINGDALE BOULEVARD.

Ben Croy - Traffic Engineer
Dated: _____

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 25-26 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

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

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON 10/06/2025.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

 X SPEED
 PARKING
 OTHER

DATE OF ORDER: 10/06/2025

CONTROL NUMBER: 25-27

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

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

HUMMINGDALE CIRCLE.

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

25 MPH SPEED LIMIT ON HUMMINGDALE CIRCLE.

Ben Croy - Traffic Engineer
Dated: _____

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 25-27 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

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

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON 10/06/2025.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

☐ SPEED
☐ PARKING
☒ OTHER

DATE OF ORDER: 10/06/2025

CONTROL NUMBER: 25-28

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

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

HUMMINGDALE BOULEVARD.

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

KEEP RIGHT EASTBOUND HUMMINGDALE BOULEVARD AT ENTRANCE ISLAND.

Ben Croy - Traffic Engineer

Dated: _____

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 25-28 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

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

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON 10/06/2025.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

☐ SPEED
☐ PARKING
☒ OTHER

DATE OF ORDER: 10/06/2025

CONTROL NUMBER: 25-29

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

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

HUMMINGDALE BOULEVARD.

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

KEEP RIGHT WESTBOUND HUMMINGDALE BOULEVARD AT ENTRANCE ISLAND.

Ben Croy - Traffic Engineer
Dated: _____

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 25-29 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

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

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON 10/06/2025.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

 SPEED
 X PARKING
 OTHER

DATE OF ORDER: 10/06/2025

CONTROL NUMBER: 25-30

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

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

HUMMINGDALE CIRCLE.

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

NO PARKING ALONG CURVES OF HUMMINGDALE CIRCLE (4 TOTAL)

Ben Croy - Traffic Engineer
Dated: _____

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 25-30 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

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

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON 10/06/2025.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

 SPEED
 X PARKING
 OTHER

DATE OF ORDER: 10/06/2025

CONTROL NUMBER: 25-31

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

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

HUMMINGDALE CIRCLE.

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

NO PARKING EAST SIDE OF HUMMINGDALE CIRCLE, NORTH OF HUMMINGDALE BLVD.

Ben Croy - Traffic Engineer
Dated: _____

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 25-31 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

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

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON 10/06/2025.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk



CITY OF NOVI CITY COUNCIL OCTOBER 6, 2025

SUBJECT: Approve Resolution authorizing the filing of a Petition necessary to Convert Existing County Drain Facility in Novi, now known as the Walled Lake-Novı Water Resource Recovery Facility Sewage Disposal System, into a Chapter 20 Drain to be identified as Walled Lake-Novı Water Resource Recovery Facility Drain.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Current arrangement between the City and the County involves a system known as the Walled Lake-Novı Water Resource Recovery Facility Sewage Disposal System owned and operated by the County under Act 342.
- County Water Resource Commissioner (WRC) recently asked the City to approve a petition to convert a portion of the existing system (mostly relating to its underground facilities to a Chapter 20 system within the City and a Chapter 21 system for the portions outside the City and City Council approved that petition at its August 11, 2025, meeting. The petition is currently going through the process at the County level to complete the conversion under the Darain Code.
- This is a related request by WRC to convert the County's water treatment plant, located roughly at West Park Drive and West Road into a Chapter 20 Drain as well.
- WRC believes that the conversion benefits both the City and WRC; City Administration does not object to the conversion.

BACKGROUND INFORMATION:

The Walled Lake–Novı Wastewater Treatment Plant (WWTP) provides essential wastewater treatment services for the City of Walled Lake, the City of Novı, and portions of Commerce Township, which Novı serves under an inter-community agreement.

The plant's infrastructure is aging, including its treatment processes, mechanical equipment, and electrical systems. These conditions present both challenges and

opportunities: while the facility continues to provide reliable service, proactive reinvestment is essential to extend the useful life of the WWTP for the foreseeable future. This petition seeks to establish the appropriate legal and financial structure to address these aging assets and implement the improvements necessary to ensure that the Walled Lake-Novı WWTP remains a dependable, compliant, and sustainable facility for decades to come.

At its August 11, 2025 meeting, the City Council approved Resolutions to allow the City to file Petitions with WRC to create the "Huron Rouge Sanitary Drain" under Chapter 20 of the Drain Code and the "Rouge Valley Sanitary Intercounty Drain" under Chapter 21 of the Drain Code to convert most of the underground sanitary facilities for which WRC provides service from their current status as Act 342 Drains.

This request by WRC for a Resolution and Petition relate essentially to the "rest" of the WRC facilities in the City, primarily encompassing the wastewater treatment plant (WWTP), which the County has asked to be designated a Chapter 20 drain to be called the "Walled Lake-Novı Water Resource Recovery Facility Drain." Attached are the proposed Resolutions and Petition prepared by WRC to begin the process as occurred with the August agenda item. Also included in the packet are materials explaining the likely improvement to be made to the WWTP in the coming years and an explanation why the Chapter 21 process is being proposed.

City staff are amenable to the conversions proposed by WRC.

RECOMMENDED ACTION: Approve Resolution authorizing the filing of a Petition necessary to Convert Existing County Drain Facility in Novi, now known as the Walled Lake-Novı Water Resource Recovery Facility Sewage Disposal System, into a Chapter 20 Drain to be identified as Walled Lake-Novı Water Resource Recovery Facility Drain.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

**RESOLUTION AUTHORIZING THE FILING OF A
PETITION TO LOCATE, ESTABLISH, AND CONSTRUCT A COUNTY DRAIN
PURSUANT TO CHAPTER 20 OF PUBLIC ACT 40 OF 1956, AS AMENDED**

WALLED LAKE-NOVI WATER RESOURCE RECOVERY FACILITY DRAIN

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 October 6, 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 _____.

BE IT RESOLVED BY THE CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, as follows:

WHEREAS, the City Council has determined that the location, establishment, and construction of the proposed Walled Lake-Novı Water Resource Recovery Facility Drain is necessary for the public health of the City; and

WHEREAS, the conversion of the Walled Lake-Novı Water Resource Recovery Facility Sewage Disposal System to a Chapter 20 drain provides substantial benefit to the City including the following:

- (a) Governance composed of three (3) elected officials from the County Board of Commissioner's Office and the Water Resource Commissioner;
- (b) Improved transparency and communication through regularly scheduled open public meetings, minutes, and approval of invoices and contracts by the Drain Board; and
- (c) The ability to conduct public hearings to solicit comments from the communities and the public for future bond financed projects; and

WHEREAS, the City desires to file a petition with the Oakland County Water Resources Commissioner pursuant to Chapter 20 of Public Act 40 of 1956, as amended ("Drain Code"), for the location, establishment, and construction of the proposed

Walled Lake-Novı Water Resource Recovery Facility Drain, to be located and established in Oakland County, Michigan.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Novi, as follows:

1. The Mayor and City Clerk are hereby authorized and directed to execute and file the petition substantially in the form attached as **Exhibit A** to this resolution with the Oakland County Water Resources Commissioner by certified mail.
2. The Mayor and City Clerk are further hereby authorized and directed to enter into an agreement under the Drain Code related to the project contemplated by the Petition and to file the same with the Oakland County Water Resources Commissioner.
3. The City Council hereby consents to the assessment of part of the entire cost of the location, establishment, and construction of the Walled Lake-Novı Water Resource Recovery Facility Drain levied against or assessed to the City.
4. The City agrees that it will pay its share of all costs incurred by the Oakland County Water Resources Commissioner or the Drainage District in the event that the Drain is not completed.
5. The City acknowledges that the County of Oakland, its Board of Commissioners, and the Oakland County Water Resources Commissioner will not contribute to the cost of the location, establishment, and construction of the Drain or its operation and maintenance except to the extent that Oakland County may be assessed for the cost of the Walled Lake-Novı Water Resource Recovery Facility Drain or may agree to contribute to the cost of the location, establishment, and construction of the Walled Lake-Novı Water Resource Recovery Facility Drain in accordance with the provisions of Chapter 20 of Public Act 40 of 1956, as amended.
6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

STATE OF MICHIGAN)

COUNTY OF OAKLAND)SS
)

I hereby certify that that foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, Oakland County, Michigan, at a regular meeting held on October 6, 2025, the original of which is on file in my office. I certify further that notice of the meeting was given and such meeting was conducted in accordance with the Open Meetings Act.

Cortney Hanson, City Clerk
City of Novi

**PETITION TO LOCATE, ESTABLISH, AND CONSTRUCT A COUNTY DRAIN
PURSUANT TO CHAPTER 20 OF PUBLIC ACT 40 OF 1956, AS AMENDED**

WALLED LAKE-NOVI WATER RESOURCE RECOVERY FACILITY DRAIN

TO THE DRAINAGE BOARD FOR THE HEREINAFTER MENTIONED OAKLAND COUNTY,
MICHIGAN DRAIN PROJECT

The undersigned public corporation hereby petitions for the location, establishment and construction of an intra-county drain project consisting of the existing Walled Lake-Novı Water Resource Recovery Facility Sewage Disposal System and all improvements needed for the efficient operation of the Walled Lake-Novı Water Resource Recovery Facility Sewage Disposal System through proactively addressing aging infrastructure and equipment, enhance treatment efficiency and performance, enhance biosolids handling, and reduce risk of permit violations. This includes, but is not limited to the following: construction of new effluent structure, new HVAŞ system, rehabilitation and lining of concrete tanks, renovation and lining of collection systems, a new dewatering process, manlift replacement, installation of new process blowers, and installation of new electrical control centers and panels.

Said drain project is necessary for the public health, and will serve property located entirely within the limits of the City of Novı; City of Walled Lake; and Charter Township of Commerce (collectively, the "Communities"). The Walled Lake-Novı Water Resource Recovery Facility Drain Drainage District will collect, transport, and handle sanitary wastewater originating in the County of Oakland only. The area to be served is depicted in the attached **Exhibit A** hereto. The route and course of the Walled Lake-Novı Water Resource Recovery Facility Drain Drainage District is depicted in the attached **Exhibit B** hereto.

This petition is filed pursuant to the provisions of Chapter 20 of Act No. 40 of the Public Acts of Michigan of 1956, as amended.

It is understood and agreed that the entire cost of the drain project, including litigation costs and the amount of any judgment, arbitration award or settlement to the extent such costs are payable by the Walled Lake-Novı Water Resource Recovery Facility Drain Drainage District, is to be assessed against all public corporations that benefit from the drain project and contribute to the conditions that make the drain project necessary, including this petitioner.

A certified copy of the resolution of the governing body of the City of Novı authorizing execution of this petition is attached hereto.

CITY OF NOVI

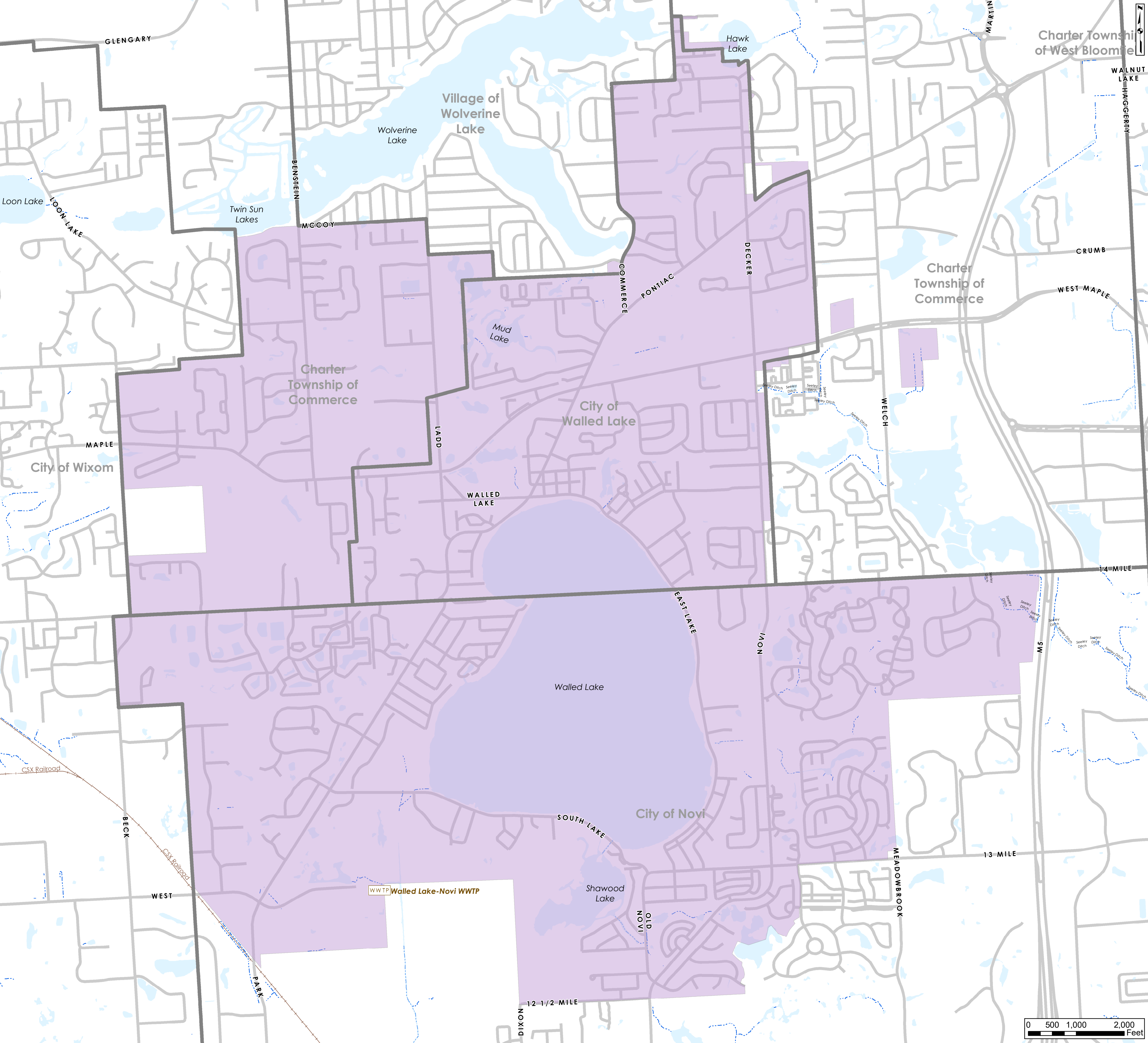
By: _____
Mayor

By: _____
City Clerk

4897-8097-3150 v5 [12840-469]

**Benefits for the City of Conversion from Act 342 System
to a Chapter 20 / Chapter 21 Drain**

- Chapter 20 and 21 of the Michigan Drain Code both allow for governance by a “Drainage Board” comprised of elected officials rather than by a county designee as provided in Act 342.
- A Drain Code system provides for improved transparency and communication of business and financials through regularly scheduled open public meetings, formal minutes, and formal approval by the Drainage Board of invoices and contracts.
- The Drain Code allows for public participation through public hearing to solicit comments from community leaders and from the public for all future projects.
- A Chapter 20/21 Drain would eliminate the need for the City to seek full faith and credit resolutions from City Council for financing a project.
- Act 342 requires negotiated agreements for the acquisition, construction or financing of facilities. The Drain Code does not require such contracts.
- Under Act 342, communities can collect funds through rates, charges, or assessments. Under the Drain Code, the funds may be collected by levying of a special assessment, fee, charge, or may be funded directly from the general fund.
- Act 342 requires a notice of intent to enter a contract to acquire facilities, construct facilities, or finance projects and a referendum period of 45 days must be satisfied. Act 342 then allows electors to petition for a referendum (which may stop or at least delay a project). With a Chapter 20/21 project, there is no referendum period, and the process for acquiring, constructing, and financing is much easier.
- The Drain Code provides enforcement remedies vis a vis interaction with railroads and other public utility companies to ensure uninterrupted service.
- A Drain Code system insulates the City from EGLE enforcement actions because a Drainage District is a separate legal entity that is responsible for the system and, therefore, the City would not be subject to or responsible for any regulatory enforcement actions.
- The Drain Code provides greater enforcement remedies for obstructions of the system, including the recovery of any and all costs associated with removal of an obstruction.
- In Act 342, the maintenance and operation of the system is at the sole discretion of the County Agency. Under Chapter 20 and 21, the oversight belongs to the Drainage Board.





WRC
WATER RESOURCES COMMISSIONER
Jim Nash

EXHIBIT A
Chapter 20
Walled Lake-Novi Water Resource Recovery System Drain
Customer Service Area

 Wastewater Treatment Plant

 Walled Lake-Novi WWTP Service Area

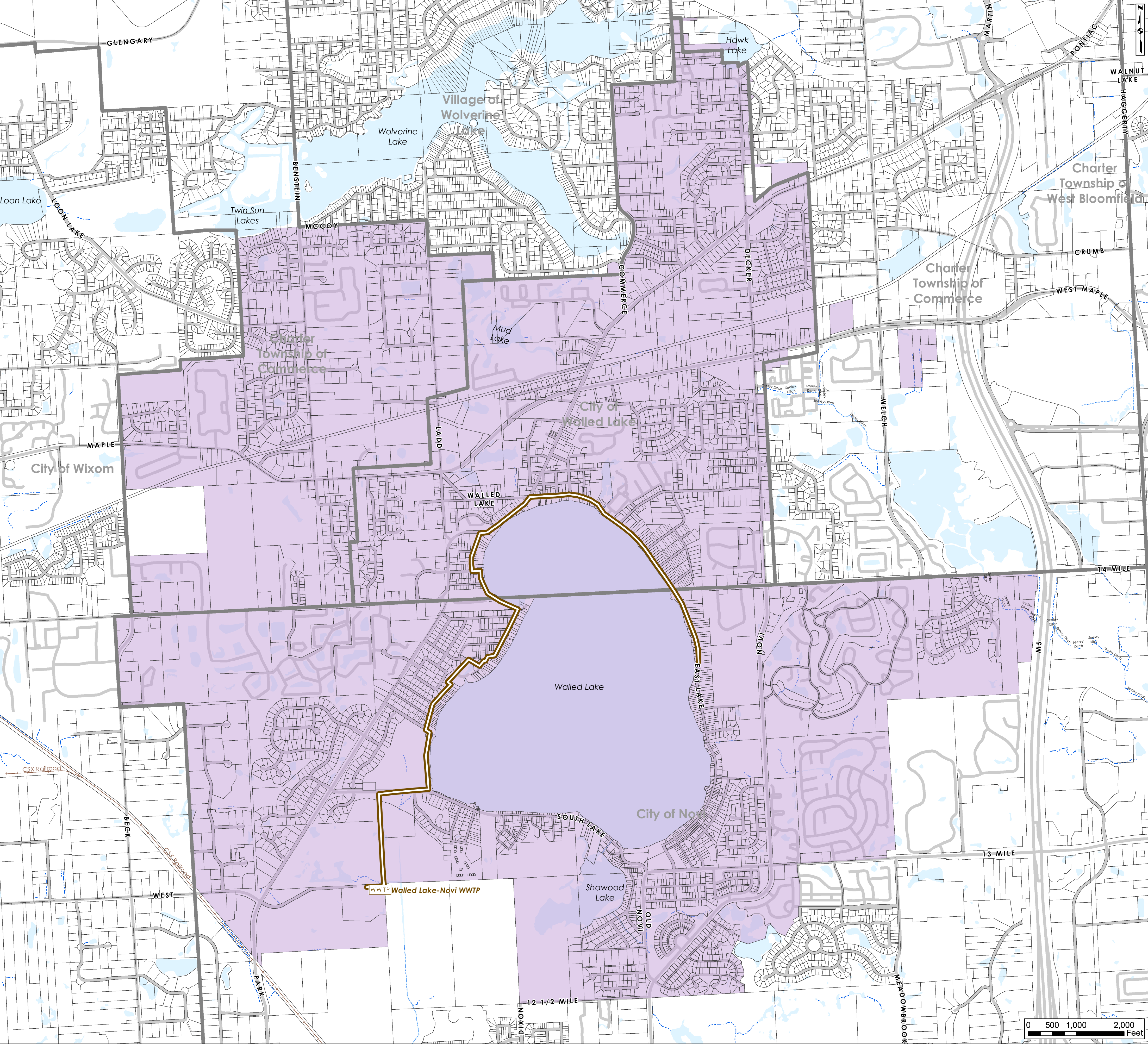


EXHIBIT B
Chapter 20
Walled Lake-Novi Water Resource Recovery System Drain
Route and Course

-  WWTW Wastewater Treatment Plant
-  Sanitary Gravity Main
-  Walled Lake-Novi WWTW

Walled Lake-Novi WWTP *Projects*

Mary Koeger, P.E.
Oakland County WRC



Walled Lake-Novi WWTP

Introduction

The Walled Lake Arm and Walled Lake-Novi WWTP were originally constructed in 1966 with the original intention of being a temporary facility.

Overtime, it has become realized to be more permanent with many upgrades over the years.

However, these upgrades were not to sustain the existing infrastructure that was originally built.



Walled Lake-Novı WWTP

Background Plant Overview

Capacity

- Design 3.5 MGD
- Peak 7.0 MGD

Treatment

- Solids and Fecal Coliform
- Phosphorus
- Ammonia-Nitrogen
- Nutrient Recovery and Reuse

8 Employees

- 2 Chemists
- 4 Operators
- 2 Supervisors



Walled Lake-Novi WWTP

Background Flow Data Summary

Community	RY 2024	
	Average Flow Rate (cfs)	3-yr Average Percentages
Novi	2.38	68.1%
Walled Lake	1.12	31.9%
Total	3.5	100.0%



Walled Lake-Novı WWTP

Background Facility Timeline

- 1970: Raw Sewage Pump Station (RSPS Building), EQ Tank, Clarifiers and Sludge drying beds
- 1986: Tertiary Filters, Clarifier Upgrade
- 1990: Admin Building, Aerated Clarifiers
- 1993: Sludge Storage Tanks Addition
- 2000: Sludge Storage Tanks
- 2003: UV Disinfection System
- 2014: Retention Basin

Current Trends in Wastewater

Inflow and Infiltration (I&I)

Managing I&I water entering the sanitary system is a priority to sustain reasonable treatment costs, prevent overflows, and extend plant capacity without new construction.

Per/Poly-fluoroalkyl Substances (PFAS)

PFAS consists of human-made chemicals used in products like nonstick cookware, shoes, and firefighting foams. It is known as a “forever chemical” because it does not easily break down.

Class B Biosolids Demand

Many facilities are upgrading to Class A biosolids production, which is a higher quality product, reducing demand for Class B along side fear associated with PFAS in biosolids.

Aging Infrastructure

Much of the nation’s wastewater infrastructure is well beyond its lifespan. Reinvestment in pipes, tanks, electrical, and treatment processes is critical for compliance, reliability, and safety.

Public Engagement and Transparency

Sanitary systems are no longer “out of sight – out of mind”. Communicating the value of water, treatment, and sustainability efforts is vital.

Access, Plan, Collaborate



Assessing Past Projects

1966:
Walled Lake
Arm

1970:
RSPS, EQ,
Clarifiers &
Drying Beds

1986:
Tertiary
Filters,
Clarifier
Upgrade

1990:
Admin
Building,
Aerated
Clarifiers

1993:
Sludge
Storage
Tanks
Addition

2000:
Sludge
Storage
Tanks

2003:
Disinfection
System

2014:
Retention
Basin

We have updated ancillary equipment to treatment since 2014.

Major rehabilitation to ensure sustainable treatment has yet to be performed.

Maintenance Assessment



Unplanned Events

Older systems will have unforeseen issues occur



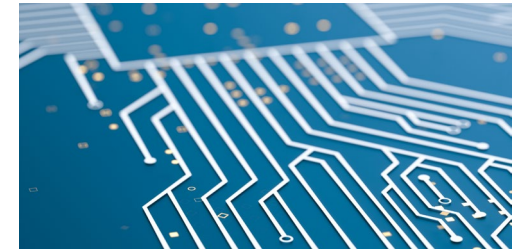
Aging Piping

Piping was installed between 1970-1990, aging past useful life



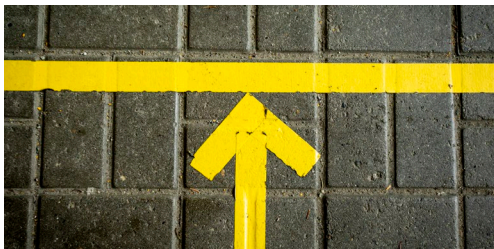
Pump and Valve Replacements

Many pumps around the facility are over 20 years old



Calibrations and Evaluations

Ancillary equipment, buildings, and electrical require evaluations and calibrations



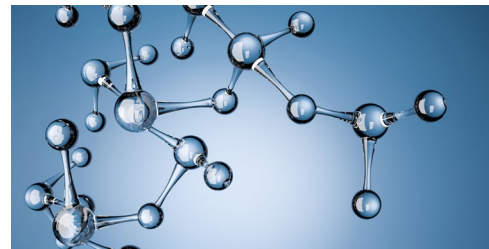
Concrete Repairs

Minor concrete repairs around the facility for tanks, process rooms and buildings



Minor Facility Improvements

This includes gutters, roofs, exterior masonry repairs, etc.



Diffuser Replacement

Diffusers are over 20 years old and supply biological treatment through oxygen delivery



Samplers, Meters, and Hoists

Samplers, Meters and Hoists from the 1990s and 2000s require repair or replacement



Maintenance Assessment

Diffuser Replacement

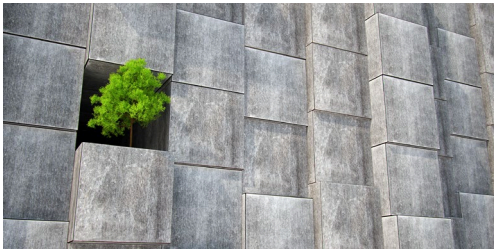
SCADA Upgrade – Security and Treatment Issue

Retaining Wall Replacement

Tertiary Filters Media Replacement



Major Improvements Assessment



Biosolids Storage
Tanks updated in 1993
Time lapse of 32 years



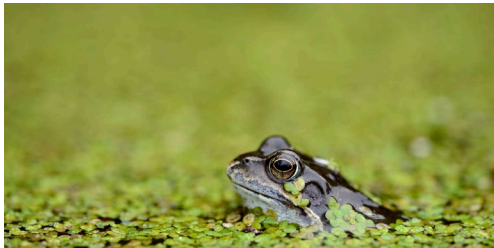
Biosolids Dewatering Equipment
Dewatering Drum installed in 1970
Time lapse of 55 years



Process Blowers
Blowers updated in 1990s
Time lapse of 35 years



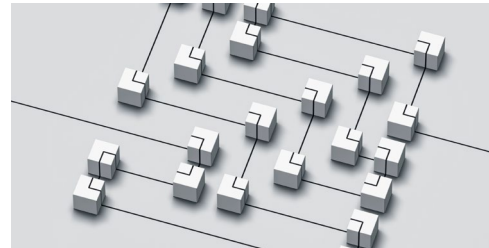
Walled Lake Arm Collection
Installed in 1966, last inspected in 2016
Time lapse for repair 59 years



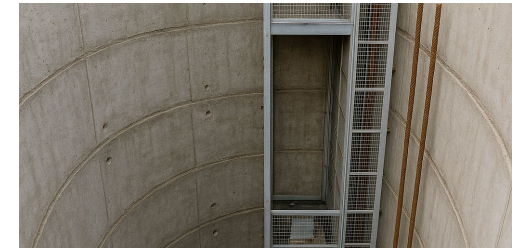
Effluent Structure
Structure installed in 1970
Time lapse of 55 years



Administration Building HVAC
HVAC installed in 1990
Time lapse of 35 years with minor upgrades to keep functional



Electrical Panels and MCC-1
MCC-1 and PP installed in 1970
Time lapse of 55 years



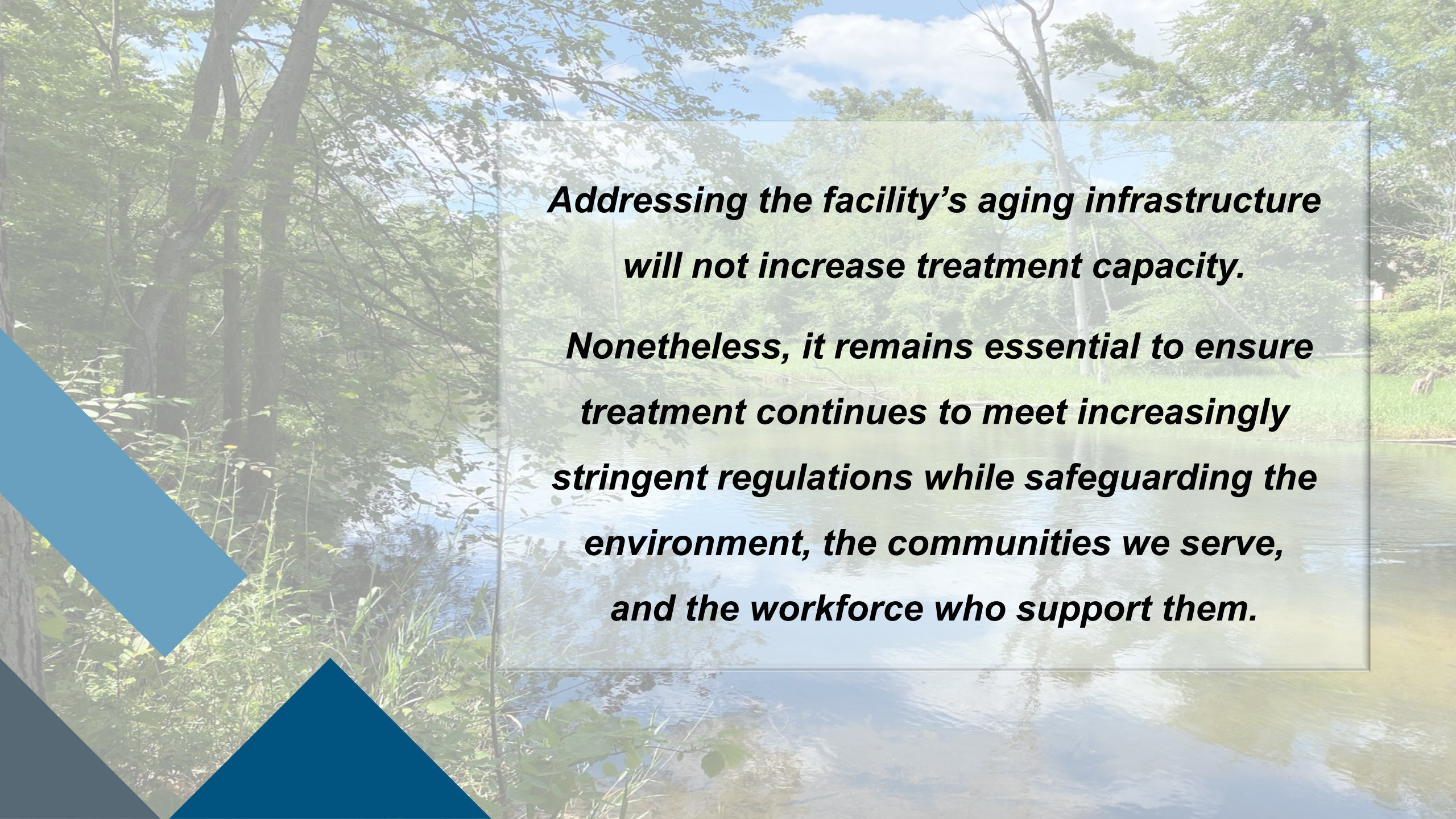
Pump Station Elevator (Manlift)
Manlift installed in 1970
Time lapse of 55 years

Capital Improvement Projects



Project Description	Estimated Implementation Year(s)	Net Useful Life/ Extended Life	Estimated Cost
New Dewatering System	2026 - 2027	20 years	\$600,000
Concrete Tanks Restoration	2026 - 2029	50 years	\$895,000
Process Blowers Replacement	2026 - 2029	20 years	\$585,000
Collection System and Manhole Restoration and Lining	2026 - 2029	40 years	\$1,400,000
Electrical Control Center Replacement	2027-2029	30 years	\$1,550,000
Effluent Structure Replacement	2028 - 2029	40 years	\$150,000
Administration HVAC Replacement	2029	15 years	\$200,000
Replacement of Manlift	2030	40 years	\$620,000

Total Estimated Cost: \$6,000,000



***Addressing the facility's aging infrastructure
will not increase treatment capacity.***

***Nonetheless, it remains essential to ensure
treatment continues to meet increasingly
stringent regulations while safeguarding the
environment, the communities we serve,
and the workforce who support them.***



WATER RESOURCES COMMISSIONER

Jim Nash

Walled Lake-Novu WWTP *Projects and Rates*

Mary Koeger, P.E.
Oakland County WRC
248.534.3717
koegerm@oakgov.com





CITY OF NOVI CITY COUNCIL
OCTOBER 6, 2025

SUBJECT: Approval of claims and warrants – Warrant 1189

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 #1189 comes before City council for approval.

RECOMMENDED ACTION: Approval of claims and warrants – Warrant 1189

CITY OF NOVI
Warrant 1189
Monday, October 6, 2025

Check	Vendor Name	Description	Amount
199675	BAY AREA NARCOTICS ENFORCEMENT TEAM	JULY 29TH OVERTIME	68.73
199676	CHANDLER, VINCENT	REIMBURSE TRAVEL EXPENSES	468.48
199677	CHESTERFIELD TWP POLICE DEPARTMENT	JUNE 2025 OVERTIME	2,867.98
199678	CITY OF ROSEVILLE	INVOICE: COMET 25-JUNE	2,252.98
199679	CITY OF ST CLAIR SHORES	INVOICE: COMET 25-JULY	402.48
199680	DOYLE, KEVIN	REIMBURSE TRAVEL EXPENSES	412.02
199681	ENTERPRISE FM TRUST	STATEMENT: 583561-090425	4,460.90
199682	KRESSLEIN, JACOB	REIMBURSE TRAVEL EXPENSES	512.00
199683	LIONHEART ALLIANCE, LLC	INVOICE 55202	2,756.96
199684	MACOMB COUNTY SHERIFF'S OFFICE	JUNE 2025 OVERTIME	1,588.25
199685	OAKLAND COUNTY NARCOTIC ENFORCEMENT	2025 NET OVERTIME	13,100.00
199686	PENN, DONDRE	REIMBURSE TRAVEL EXPENSES	526.47
199687	STATE OF MICHIGAN	INVOICE 551-657927	2,176.79
199688	THERMO SCIENTIFIC PORTABLE	INVOICE INV177859	37,957.00
199689	WEST MICHIGAN ENFORCEMENT TEAM	AUGUST ADMIN ASSISTANT PAYROLL	3,793.73
199690	WEX BANK	ACCOUNT 0496-00-369029-4 INVOICE 107051	172.23
199691	SHEA, TIMOTHY	MEADOWBROOK WC CHECK	2,222.32
199692	CONSUMERS ENERGY	HEAT	24.61
199693	CONSUMERS ENERGY	HEAT	163.46
199694 - 199738	DTE ENERGY	ELECTRICITY	41,179.83
199739	39500 HIGH POINTE LLC	2025 SUM TAX REFUND 50-22-36-200-036	27,588.67
199740	ACCUFORM PRINTING & GRAPHICS INC	PRINTING AND PUBLISHING	69.90
199741	ACE CUTTING EQUIPMENT INC	OPERATING SUPPLIES	66.00
199742	AECOM GREAT LAKES, INC	PROFESSIONAL SERVICES	123,221.00
199743	ALLIANCE HEALTH AND LIFE	EMPLOYEE INSURANCE	18,880.00
199744	ALLIE BROTHERS INC	SUPPLIES UNIFORMS	349.93
199745	ALTECH DOORS LLC	BUILDING MAINTENANCE	780.25
199746	AMAZON	LIBRARY BOOKS	921.45
199747	AMERICAN GENERATORS SALES AND	LIFT STATION MAINTENANCE	14,100.00
199748	AMERICAN HEART ASSOCIATION INC.	CONFERENCE	231.53
199749	ANAGO OF METRO DETROIT	BUILDING MAINTENANCE	420.00
199750	ARAMARK REFRESHMENT SERVICES	OPERATING SUPPLIES	580.32
199751	ART CRAFT DISPLAY INC	SPECIAL EVENTS	150.00
199752	ASCENSION MICHIGAN EMPLOYER	MEDICAL SERVICE	116.00
199753	B & B LANDSCAPING	TREE MAINTENANCE	6,155.00
199754	BARNHILL III, JOHN H.	ADULT SOFTBALL	600.00
199755	BELL TITLE AGENCY OF BRIGHTON-NOVI	2025 SUM TAX REFUND 50-22-27-453-024	477.25
199756	BERTIN, KENNETH M.	ADULT SOFTBALL	150.00
199757	BEYER, TODD A.	TENNIS	4,040.40
199758	BRENCAL CONTRACTORS INC	CONSTRUCT: DPW SALT DOME REPLACEMENT	59,805.38
199759	BRIEN'S SERVICES INC	GROUPS MAINTENANCE	2,435.00
199760	BRODART CO.	LIBRARY BOOKS	8,220.80
199761	CAMFIL USA, INC.	RANGE FILTERS AND FILTER INSTALLATION	98.99
199762	CANON FINANCIAL SERVICES INC	PRINTING AND PUBLISHING	1,522.62
199763	CARDENAS, VICTOR	REIMBURSEMENT	199.63
199764	CARLISLE WORTMAN ASSOCIATES, INC.	BUILDING, TRADE, & PLAN REVIEW SERVICES	3,510.00
199765	CARLOMUSTO, DEANNA	REIMBURSE WATER PALLET PD USE	191.52
199766	CARR'S MOTORCOACH TOURS	OLDER ADULTS TRAVEL PROGRAMS	2,560.00
199767	CATALIS PUBLIC WORKS & CITIZEN	INTERNAL TECHNOLOGY	2,183.60
199768	CDW GOVERNMENT LLC	INTERNAL TECHNOLOGY POLICE	36,532.92
199769	CENTER POINT LARGE PRINT	LIBRARY BOOKS	124.65
199770	CHALLENGER SPORTS TEAMWEAR, LLC	YOUTH SOCCER	242.15
199771	CHET'S RENT-ALL INC.	YOUTH SOCCER	17.92
199772	CINTAS CORP	SUPPLIES UNIFORMS	627.97
199773	CONSTANTINE, TOM	PER DIEM MICHIGAN ROAD SCHOLAR CONFERENCE	98.00
199774	CORRIGAN RECORD STORAGE LLC	RECORDS STORAGE	28.06
199775	COUGAR SALES & RENTAL INC	OPERATING SUPPLIES	255.98
199776	CRANDALL-WORTHINGTON INC	CUSTODIAL SUPPLIES	2,301.50
199777	CROWN CONTRACTING INC.	HCD	1,395.00
199778	CUTMYTREEDOWN.COM	FORESTRY MAINTENANCE	16,323.75
199779	DALTON COMMERCIAL CLEANING CORP	BUILDING MAINTENANCE	325.00

199780	DETROIT SALT COMPANY LLC	WINTER MAINTENANCE	8,888.30	
199781	DRAGON UNDERGROUND LLC	WATER LINE MAINTENANCE	900.00	
199782	DRN & ASSOCIATES, ARCHITECTS, PC	PROFESSIONAL SERVICES	330.00	
199783	DTE ENERGY	ELECTRICITY	7,957.02	
199784	ELLSWORTH INDUSTRIES INC.	WATER LINE MAINTENANCE	4,199.36	
199785	EMERGENCY MEDICAL TRAINING CENTER	RECRUITMENT TRAINING	1,525.00	
199786	ERICKSON, CHELSEA	DANCE PROGRAMS	7,035.00	
199787	EVERON LLC	BUILDING MAINTENANCE	7,644.58	
199788	FENDT BUILDERS SUPPLY, INC	STORM SEWER MAINTENANCE	705.24	
199789	FIELDS, SHELISA	REFUND LIBRARY	100.00	
199790	FIRE SYSTEMS OF MICHIGAN	BUILDING MAINTENANCE	239.10	
199791	G2 CONSULTING GROUP, LLC.	MAT TESTING: EAST LAKE DRIVE DRAINAGE IM	54,889.25	
199792	GABRIEL,ROEDER,SMITH & CO	PROFESSIONAL SERVICES	6,750.00	
199793	GARY'S CATERING INC	SUPPLIES - PRISONER MEALS	296.25	
199794	GILDEHAUS, JEREMY	2025 SUM TAX REFUND 50-22-29-276-001	3,133.68	
199795	VOID		-	V
199796	GRAINGER INC, W W	BUILDING MAINTENANCE	321.13	
199797	GREAT LAKES ACE	OPERATING SUPPLIES	47.92	
199798	GREAT LAKES POWER & LIGHTING INC.	TOWNSHIP HALL OPERATING COSTS	1,865.86	
199799	GREAT LAKES WATER AUTHORITY	IWC CHARGES	1,056,479.51	
199800	GRUENWALD, KRISTIE	PER DIEM ICAP DENVER CONFERENCE	335.00	
199801	GUARDIAN ALARM	BUILDING MAINTENANCE	124.38	
199802	GUNNERS METERS & PARTS, INC.	WATER LINE MAINTENANCE	3,988.00	
199803	HARRELL'S, LLC	GROUNDS MAINTENANCE	254.68	
199804	HASTINGS AIR-ENERGY CONTROL	VEHICLE MAINTENANCE	245.00	
199805	HEALTH ALLIANCE PLAN	EMPLOYEE INSURANCE	21,462.07	
199806	HIGHWAY MAINTENANCE & CONSTRUCTION	CONSTRUCT: 2024 CAPITAL PREVENTATIVE MAINT	52,544.97	
199807	HOME DEPOT	BUILDING MAINTENANCE	44.92	
199808	HOME DEPOT CREDIT SERVICES	OPERATING SUPPLIES	961.77	
199809	HUSAK II, MICHAEL	WATER MAIN EASEMENT PAYMENT	6,414.58	
199810	IMAGE 360 - NOVI	OFFICE SUPPLIES	55.00	
199811	IMPERIAL DADE	BUILDING MAINTENANCE	1,116.13	
199812	INTRADO LIFE & SAFETY, INC	TELEPHONE MAINTENANCE	440.19	
199813	JACK DOHENY SUPPLIES INC	SEWER LINE MAINTENANCE	717.29	
199814	JANWAY COMPANY USA INC	COMMUNITY PROMOTION	690.00	
199815	VOID		-	V
199816	JOHN'S SANITATION SERVICE	SPORTS FIELD	2,138.00	
199817	JONES LANG LASALLE AMERICA, INC	2025 SUM TAX REFUND 50-22-17-226-011	683.51	
199818	KARRI, RAVIKIRAN	REFUND PARKS	109.00	
199819	KENT COMMUNICATIONS INC	ELECTION SUPPLIES	954.36	
199820	KENWHIRL APPLIANCE SERVICE	BUILDING MAINTENANCE	174.00	
199821	LABSOURCE INC	OPERATING SUPPLIES	244.98	
199822	LACOMBE, DONALD M.	HISTORICAL COMMISSION	100.00	
199823	LIBRARY NETWORK, THE	ELECTRONIC RESOURCES	1,300.00	
199824	LIMB WALKERS TREE & SNOW	FORESTRY MAINTENANCE	20,956.25	
199825	LINDERMAN, MALLORY	MILEAGE REIMBURSEMENT	42.00	
199826	LIPP-MOSIER, SAMANTHA	WITNESS	17.20	
199827	LOOMIS	ARMORED CAR	678.57	
199828	LYON TOWNSHIP PUBLIC LIBRARY	LIBRARY BOOKS LENDING	6.99	
199829	MAJOR CONSTRUCTION GROUP, INC	WATER LINE MAINTENANCE	100,991.43	
199830	MALINOWSKI, JUDITH M.	MEDICAL SERVICE	1,000.00	
199831	MARK'S OUTDOOR POWER EQUIPMENT	LAWN MOWER MAINTENANCE	573.87	
199832	MATTIOLI CEMENT CO., LLC	CONSTRUCT: 2025 NEIGHBORHOOD ROADS PROGRAM	226,752.31	
199833	MCKENNA ASSOCIATES INC	HCD	3,378.50	
199834	MEADER, RICK	REIMBURSEMENT CONFERENCE	2,527.97	
199835	MEDLINE INDUSTRIES, LP	OPERATING SUPPLIES	842.91	
199836	MEDSTAR INC	OPERATING SUPPLIES	1,200.00	
199837	MES SERVICE COMPANY LLC	OPERATING SUPPLIES	390.00	
199838	MICHELLE WALDEN	2025 SUM TAX REFUND 50-22-22-301-059	6.18	
199839	MIDWEST TAPE, LLC	AUDIO VISUAL MATERIALS	335.91	
199840	MKT LANDSCAPING SERVICES LLC	WEED CUTTING	2,062.00	
199841	MORRIS, MELISSA	MILEAGE REIMBURSEMENT	44.80	
199842	MPARKS	OLDER ADULTS TRAVEL PROGRAMS	41,200.00	
199843	MUNICIPAL ADVISORY COUNCIL OF	PROFESSIONAL SERVICES	100.00	
199844	NORTHVILLE LOCKSMITH INC., THE	PARK BUILDING MAINTENANCE	475.00	
199845	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	57.37	
199846	OAKLAND COUNTY	MEMBERSHIPS	2,500.00	
199847	OAKLAND COUNTY REGISTER OF DEEDS	AVALON SDFMEA	30.00	
199848	OAKLAND COUNTY REGISTER OF DEEDS	AVALON WARRANTY DEED ROW	35.00	

199849	OAKLAND COUNTY REGISTER OF DEEDS	AVALON SIDEWALK EASEMENT	30.00
199850	OAKLAND COUNTY REGISTER OF DEEDS	GODDARD SIDEWALK EASEMENT	30.00
199851	OAKLAND COUNTY REGISTER OF DEEDS	22530 NAPIER WSE TRANSFER TAX	51.60
199852	OAKLAND COUNTY REGISTER OF DEEDS	22530 NAPIER WSE	30.00
199853	OAKLAND COUNTY TREASURERS	PROFESSIONAL SERVICES	903,433.93
199854	OCCUPATIONAL HEALTH CENTERS OF	MEDICAL SERVICE	448.00
199855	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	623.61
199856	ORCHARD, HILTZ & MC CLIMENT	PROFESSIONAL SERVICES	131,068.30
199857	ORIENTAL TRADING CO INC	LIBRARY PROGRAMMING	101.92
199858	ORKIN	BUILDING MAINTENANCE	1,216.00
199859	PETTY, ROBERT	PER DIEM AND MILEAGE MI-GMIS CONFERENCE	477.40
199860	PHILLIPS, GEFFREY FREDERICK	OLDER ADULTS VETERANS ACTIVITIES	950.00
199861	PHOENIX SAFETY OUTFITTERS	UNIFORMS NEW RECRUITS	32,209.00
199862	PIONEER MANUFACTURING CO.	OPERATING SUPPLIES	2,358.04
199863	PLANTWISE, LLC	OPERATING SUPPLIES	800.00
199864	PLAYAWAY PRODUCTS LLC	AUDIO VISUAL MATERIALS	146.98
199865	PRINTING SYSTEMS	ELECTION SUPPLIES	2,961.77
199866	PROSCREENING, LLC	MEDICAL SERVICE	78.00
199867	QUILL CORPORATION	OFFICE SUPPLIES	75.99
199868	R & R FIRE TRUCK REPAIR INC	VEHICLE MAINTENANCE	387.88
199869	R.J.'S PEST CONTROL	BUILDING MAINTENANCE	150.00
199870	REHMANN	INDEPENDENT AUDIT	23,000.00
199871	RHINO SEED & LANDSCAPE	WATER LINE MAINTENANCE	322.50
199872	RIVERBANK GOLF CLUB	OLDER ADULTS GOLF LEAGUE	2,084.75
199873	ROBINSON, MARY	MILEAGE REIMBURSEMENT	46.90
199874 - 19976	ROSATI, SCHULTZ, JOPPICH	LEGAL FEES	54,011.52
199877	RYDER, DAWN	WITNESS	55.00
199878	SALEM-SOUTH LYON DISTRICT LIBRARY	LIBRARY BOOKS FINES	24.99
199879	SAM'S CLUB DIRECT	COMMUNITY EMERGENCY RESPONSE TEAM	278.24
199880	SIGNAL RESTORATION SERVICES	BIO HAZARD CLEANING OF JAIL CELLS	613.35
199881	SITEONE LANDSCAPE SUPPLY, LLC	WATER LINE MAINTENANCE	1,368.18
199882	SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES	639.06
199883	SOUTH LYON FENCE & SUPPLY INC	GROUNDS MAINTENANCE	28.00
199884	SPALDING DE DECKER	CE SRVS: EAST LAKE DRIVE DRAINAGE IMPROVE	16,270.77
199885	SPARTAN DISTRIBUTORS	LAWN MOWER MAINTENANCE	724.09
199886	STAPLETON, WILLIAM T.	2025 SUM TAX REFUND 50-22-29-277-005	3,219.38
199887	STATE OF MICHIGAN	COST SHARE: NINE MILE REHABILITATION ROA	384,031.28
199888	STATE OF MICHIGAN	OPERATING SUPPLIES	140.00
199889	SUPERFISKY, PAMELA	ELECTION COMMISSION 9.29.25	30.00
199890	SYSTEMP CORPORATION	HVAC AUTO CONTROLS	17,876.38
199891	TAYLOR COMMUNITY LIBRARY	LIBRARY BOOK FINES	30.00
199892	TAYLOR H2O WORX LLC	WATER METERS	4,865.00
199893	THEISEN, MARK	PER DIEM EFO SYMPOSIUM	238.00
199894	THIBAUT, SAM	PER DIEM REGIONAL CRISIS NEGOTIATOR CONFERENCE	351.00
199895	TIPTOP ENTERTAINMENT LLC	LIBRARY PROGRAMMING	500.00
199896	TRAVELERS	INSURANCE DEDUCTIBLES	15,538.00
199897	USA BLUEBOOK	WATER LINE MAINTENANCE	1,557.11
199898	VENARDOS CIRCUS	HYDRANT DEPOSIT REFUND PP25-15	2,015.85
199899	WARREN, JULIE	REIMBURSEMENT NATIONAL NIGHT OUT	46.54
199900	WEINGARTZ SUPPLY CO INC	VEHICLE MAINTENANCE	293.98
199901	WEST METRO DOOR	BUILDING MAINTENANCE	2,800.00
199902	WISE, MARLA	ELECTION COMMISSION 9.29.25	30.00
199903	GORDON FOOD SERVICE PAYMENT PROC.	YOUTH SOCCER	685.16
199904	MARK'S OUTDOOR POWER EQUIPMENT	LAWN MOWER MAINTENANCE	169.99
199905	STATE OF MICHIGAN	SALES TAX SEPT 2025	143.70
199906	ARROW OFFICE SUPPLY CO	INVOICE 419242	379.41
199907	AT&T	ACCOUNT 248 356-6512 512 6	222.67
199908	COMCAST BUSINESS	ACCOUNT 8529 10 084 0122736	694.90
199909	CTS/UNITEL, INC.	INVOICE CW121545	11.50

GRAND TOTAL

\$ 3,732,580.27

GENERAL FUND	101	257,054.61
MAJOR STREET FUND	202	567,705.48
LOCAL STREET FUND	203	432,687.26
MUNICIPAL STREET FUND	204	17,450.90
PARKS, REC & CULTURAL SVCS FUND	208	72,926.21
DRAIN FUND	211	119,231.70
TREE FUND	213	38,277.00

ECONOMIC DEVELOPMENT FUND	244	2,500.00
LIBRARY FUND	271	29,908.56
COMMUNITY DVLPMNT BLOCK GRANT FUND	274	3,097.50
2008 LIBRARY CONSTRUCTION DEBT FUND	371	126.00
CAPITAL IMPROVMENT PRGRM (CIP) FUND	401	284.00
SPECIAL ASSESSMENT REVOLVING FUND	418	174.00
ICE ARENA FUND	570	782.00
SENIOR HOUSING FUND	574	917.00
WATER AND SEWER FUND	592	2,049,083.90
SELF INSURANCE - HEALTH CARE FUND	677	18,880.00
AGENCY FUND	701	4,810.00
CURRENT TAX COLLECTION FUND	703	35,108.67
MI HIDTA	725	74,825.48
RETIREE HEALTH CARE BENEFITS FUND	737	6,750.00

GRAND TOTAL

\$ 3,732,580.27